Mayor and Council
Executive Session & Work Session
February 18, 2025
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

" There can be no greater good than the quest for peace, and no finer purpose than the preservation of freedom." – President Ronald Reagan

1:00 PM Field House Ribbon Cutting

EXECUTIVE SESSION

4:00 PM 1. **EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall***

2. **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.**

4:15 PM WORK SESSION

4:15 PM 1. Donation of K9 First Aid Kit - *Justin Stoner, DogWatch by Perry Fence in Fayetteville, PA*

4:20 PM 2. Preliminary Agenda Review

4:30 PM 3. Review of Strategic Plan - *Mayor and City Councilmembers*

4:45 PM 4. Acceptance of Streets - *Jim Bender, City Engineer*

4:50 PM 5. 2024 Land Management Code Text Amendments Post Public Hearing Review Guidance – *Stephen Bockmiller, Zoning Administrator*

5:10 PM 6. Requested Amendment: Doub Annexation Agreement – Kathleen Maher, Director of Planning and Code Administration and Ann Rotz, City Attorney

5:20 PM 7. Chapter 224 – Vacant, Abandoned Tax Sale Properties Proposed Changes - *Paul Fulk, Neighborhood Services Manager and Amanda Gregg, Business and Community Development Finance Specialist*

5:40 PM 8. Review of Recommended Consultant for Next 10 Year Downtown Plan – *Doug Reaser, Economic Development Manager*

5:55 PM 9. Edgemont Reservoir - *Nancy Hausrath, Director of Utilities*

6:15 PM 10. Water/Wastewater Rate Model Update - *Nancy Hausrath, Director of Utilities*

6:45 PM 11. State Revolving Fund (SRF) for Maryland Department of the Environment (MDE) Water/Wastewater – Nancy Hausrath, Director of Utilities

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Field House Ribbon Cutting

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	Description
February_18__2025_Executive_Session.pdf	Executive Session Agenda

MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
FEBRUARY 18, 2025
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

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4:00 p.m. EXECUTIVE SESSION

1. To consider the investment of public funds; (#5)

   ** Loan Repayment Offer*

***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:** ***February 18, 2025***

PLACE: ***Council Chamber, 2nd floor, City Hall*** **TIME:** ***4:00 p.m.***

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

1. To discuss:

[ ] (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or

[ ] (ii) any other personnel matter that affects one or more specific individuals;

[ ] 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;

[ ] 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;

[ ] 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;

[X] 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

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:
Donation of K9 First Aid Kit - *Justin Stoner, DogWatch by Perry Fence in Fayetteville, PA*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
February_25__2025_Preliminary_Agenda.pdf	Preliminary Agenda

MAYOR AND CITY COUNCIL
REGULAR SESSION
(5TH VOTING SESSION)
FEBRUARY 25, 2025
AGENDA

Vision Statement:

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

Mission Statement:

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

PRELIMINARY AGENDA

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

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

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Rules of Procedure – *Effective December 17, 2024*
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, March 4, 2025 – State of the City at 7 a.m.
   2. Tuesday, March 4, 2025 – Work Session at 4:00 p.m.
   3. Tuesday, March 11, 2025 - Work Session at 4:00 p.m.
   4. Tuesday, March 18, 2025 – Work Session at 4:00 p.m.
   5. Tuesday, March 25, 2025 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

Board of Zoning Appeals

VI. PROCLAMATIONS

VII. 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.

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, February 25, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VIII. MINUTES

January 14, 2025, January 21, 2025, and January 28, 2025

IX. CONSENT AGENDA

A. Community Engagement:
   1. Open Container Exemptions for 2025 Downtown Events

B. Engineering:
   1. Bridge Repair – Minor Bridge Structure HAG-12 – Brudis & Associates, Inc. (Columbia, MD) $ 49,730.00

C. Finance:
   1. Armored Car Services – Loomis (Palatine, IL) $ 12,939.48

D. Fire:
   1. Personal Protection Gear Replacement – Witmer Public Safety Group (Coatesville, PA) $ 34,722.00
   2. K9 Explosive Detection Dog – NC K9 LLC (Four Oaks, NC) $ 18,500.00

E. Planning & Code Administration:
   1. 2024 Chevrolet Silverado – Criswell Automotive Fleet Sales (Gaithersburg, MD) $ 44,039.00

F. Police:
   1. License Plate Readers' Software – *Material to be presented*

G. Public Works:
   1. Skyline Technologies Fiber Installation at UD Deck – Skyline Technology Solutions, LLC (Glen Burnie, MD) $ 12,718.23
   2. Hub City Garage Work Change Order – Callas Contractors, LLC (Hagerstown, MD) $ 86,311.00
   3. Landscape/Grounds Maintenance – Lawn Enforcement LLC (Bunker Hill, WV) $ 62,181.20

H. Utilities:
   1. Light: HVAC System Replacement – HLD Administrative Office – M.S. Johnston Company (Hagerstown, MD) $ 20,425.00
   2. Water: Underground Infrastructure Marking FY25 Change Order – USIC Locating Services, LLC (Indianapolis, IN) $ 75,500.00
   3. Water: Water and Wastewater Rate Model Study – NewGen Strategies (Annapolis, MD) $ 50,050.00
   4. Water: Hach Analyzers Maintenance Agreement Renewal – Hach (Loveland, CO) $ 21,448.00
   5. Water: Poly-Blend Polymer Pump System for Non-Ionic Polymer – USA BlueBook (Gurnee, IL) $ 10,611.28
   6. Wastewater: Pneumatic Actuators for Oxygen Skid – Yeager Supply, Inc. (Reading, PA) $ 30,874.60
   7. Wastewater: 2025 Chevrolet Equinox – Hertrich Fleet Services (Milford, DE) $ 29,102.00

8. Wastewater: 2025 Ford F-250 with Plow Package – Hertrich Fleet Services (Milford, DE) $ 61,497.00
9. Wastewater: 2025 Ford Ranger – Hertrich Fleet Services (Milford, DE) $ 35,586.00

X. UNFINISHED BUSINESS

No Unfinished Business Items

XI. NEW BUSINESS

A. Introduction of an Ordinance: 2024 Land Management Code Amendments
B. Introduction of an Ordinance: Amending Chapter 64-8, Section 303, Swimming Pools
C. Introduction of an Ordinance: Chapter 186, Nuisance Abandoned Vehicles
D. Approval of a Resolution: Acceptance of Stormwater Management Easement Adjacent to Lois Harrison Boulevard
E. Approval of a Resolution: Accepting Fee Simple Dedication of Portions of Edgewood Drive and Paul Smith Boulevard and the entirety of Lois Harrison Boulevard
F. Approval of a Resolution: Accepting Fee Simple Dedication of Peleton Street by Burhans Village, LLC.
G. Approval of 3373 Union Contract
H. Approval of 2024-2028 Strategic Plan
I. Approval to Accept Award of Coverdell Grant
J. Approval to Accept Award of Edward J. Byrne Memorial Justice Assistance Grant (BJAG)
K. Approval of a Donation to the Police Department Auxiliary Unit
L. Approval of City-Wide Mowing Contract 2025: 3/15/25 to 12/15/25
M. Approval of City-Wide Dumpster Service Contract
N. Approval of Flag Design for Sister City with Hagerstown, Indiana
O. Approval of Recommended Consultant for the Next 10-Year Downtown Plan
P. Approval of Change to Fishing at Pangborn Park

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, February 25, 2025. 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.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Review of Strategic Plan - *Mayor and City Councilmembers*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Strategic_Plan_For_2025-2028_-_Draft1.pdf	Memo: Strategic Plan 2025-2028

City of Hagerstown - Strategic Plan 2025 - 2028

Vision Statement

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

Mission Statement

We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.

Focus Area #1

AFFORDABLE HOUSING & HOMELESS SOLUTIONS

Objectives

- Evaluations of the pros/cons of rent stabilization.
- Explore feasibility of zoning for Accessory Dwelling Units (ADU).
- First time homebuyer program to promote home ownership.
- Support CHOICE Neighborhoods program to improve the quality of life in under-developed areas.
- Examine strategies to reduce homelessness, including work with the Homeless Coalition and getting all stakeholders to the table.

Focus Area #2

BLIGHT AND URBAN REVITALIZATION

Objectives

- Examine staffing levels in Planning and Code Administration.
- Revisit City Code to identify more modern-day activity.
- Develop a checklist of steps for starting a business, including permit applications.
- Provide additional help for those starting a business for the first time.
- Establish contacts sooner in the development process with developers rehabilitating older buildings.
- Continue to identify and provide opportunities to move properties from blight to productive use.
- Identify alleys/streets and evaluate lighting improvements for safety.
- Continue the implementation of the no-bid tax sale property process.
- Examine and implement stronger initiatives to purchase/acquire vacant properties.

Focus Area #3

WATER / WASTEWATER SUSTAINABILITY

Objectives

- Establish water / wastewater rate model and regularly review and modify if necessary.
- Support improvements to the Edgemont Reservoir and other systems.
- Secure a long-term supply source for water, including the adequacy of storage.
- Increase demand on State agencies related to funding and capacity increases for water and wastewater.
- Investigate and possibly implement a rain garden initiative to aid in stormwater renewal.
- Examine our wholesale water customer philosophy.

Focus Area #4

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY (DEIA)

Objectives

- Establish a DEI program to promote inclusivity, ensure equal access to services, and support diverse populations.
- Incorporate Spanish language translation into agenda and meeting broadcasts.
- Promote inclusive vendor selection bid process.
- Include Accessibility (A) to DEIA initiatives.
- Include diversity training and awareness in the employee orientation process and continual education for all staff.

City of Hagerstown - Strategic Plan 2025 - 2028

Vision Statement

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Focus Area #5	Focus Area #6	Focus Area #7	Focus Area #8
ECONOMIC DEVELOPMENT	**PUBLIC SAFETY**	**SOCIAL ISSUES**	**CIVIC PRIDE**
Objectives	**Objectives**	**Objectives**	**Objectives**
- Foster growth of woman owned businesses through initiatives. - Develop programs long-term on how to attract higher paying jobs, diversify portfolio of job opportunities. - Mentorship programs for business development through workshops to increase opportunities for sustainability. - Building closer relationships in the permit process and providing better communication as to how to open a business in Hagerstown. - Understanding of the grants process for small business and providing more opportunities to be involved in grant offerings.	- Improve the direct relationship between public safety and residents. - Expand the Operation Take Back initiative to include more neighborhoods. - Examine the Neighborhoods 1st initiative and look to expand its role in the community. - Evaluate locations for new fire stations in Hagerstown through site analysis and through thoughts on public safety location consolidations. - Look to re-introduce law enforcement in neighborhood substations in various communities to provide better access. - Evaluate sending of fire apparatus and staff outside city boundaries and the funding of those calls to the city.	- Allocate funding to non-profits focusing on addressing social issues, including mental health, homelessness, addiction and family services. - Work to advocate for legislation and reinforce effort for treatment centers and sober homes and work towards public-private partnerships to accomplish the same. - Invest in a youth violence initiative to create positive alternatives for at-risk youth. Broaden into City school system. (ENVY). - Utilize state and federal funding to address social issues happening in our community. - Develop a strategy to use the funds provided by the Opioid Restitution Fund. - Work with community stakeholders and elected officials on legislation related to gang violence, and juvenile crime.	- Celebrate the work of city departments and individual staff members to foster pride in public service and excellence in municipal operations. - Review and adjust the Citizens Academy in HPD to include more focus on City department operations, boards and commissions to foster citizen participation. - Involve the citizens in neighborhood cleanup and conversations related to the well-being and safety of the area in which they live. - Increase youth involvement in City decision making. - Revive the historical recognition of our citizens at Memorial Park.

City of Hagerstown - Strategic Plan 2025 - 2028

Vision Statement

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Focus Area #9	Focus Area #10	Focus Area #11
THE ARTS	**GREEN SPACE**	**COMMUNITY ENGAGEMENT**
Objectives	**Objectives**	**Objectives**
- Invest in arts and interactive improvement throughout the city, creating vibrant public spaces that promote creativity and community engagement. - Collaborate with local artists, students, and other stakeholders to install public art along cultural trail and in blighted areas. - Foster partnerships with local artists and organizations to organize community-driven art events and initiatives that promote local talent and bring people together. - Enhance the cultural trail with art related to items that had their genesis in Hagerstown and display them either along the trail or in buildings near the trail in a manner similar to Hatter's Plaza. -	- Increase options for innovative growing spaces throughout our neighborhoods. - Research and provide strategies for hydroponic growing initiatives. - Establish a city-wide community garden initiative to support urban agriculture, offer gardening education, and encourage sustainable food supply. - Identify vacant or underused properties that could be repurposed into community gardens, ensuring better use of those spaces and contributing to the city's environmental sustainability goals. - Evaluate long-term areas of land interest to reclaim as green space within the community.	- Rotation of Council meetings to allow more involvement of neighborhoods in the legislative process. - Support the concept of a public safety training center to improve working conditions for public safety and better serve the community. - Reinstate community resource officers into our communities to improve policing efforts and enhance public safety.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Acceptance of Streets - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Memo_-_Acceptance_of_Streets.pdf	Memo - Acceptance of Streets

CITY OF HAGERSTOWN, MARYLAND

Engineering Department

February 18, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JBM

RE: Acceptance of Street Dedication Offer
Paul Smith Blvd., Lois Harrison Blvd., and Peleton Street

We are prepared to recommend to City Council that we accept a portion of Paul Smith. Blvd., all of Lois Harrison Blvd., and all of Peleton Street as highlighted on the attached maps.

The City has always contemplated accepting these streets upon their completion as part of the Currwood warehouse development and the Burhans Village development. The streets were designed and constructed per the Public Ways Construction Standards. Our department's inspection staff monitored the construction, ensured compliance, and "As-Built" drawings are on record and are acceptable.

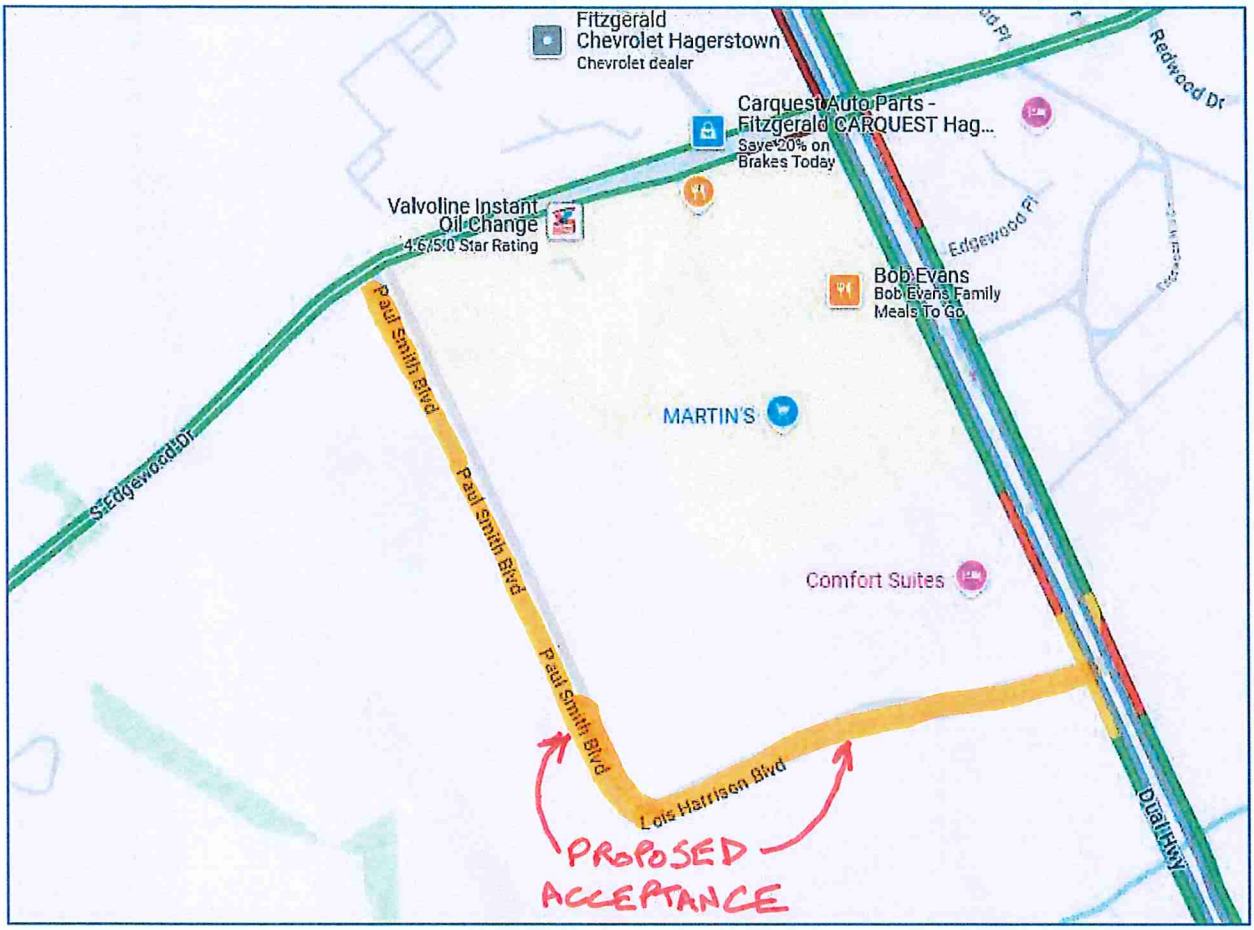
Staff recommends that Mayor and Council pass a resolution at the February 25, 2025 regular session to accept the offer of dedication for these streets into the public road system, conditioned upon receiving a deed and one-year maintenance surety per the Land Management Code. City staff will then begin maintenance of the roadway.

Staff will be present on Tuesday to discuss.

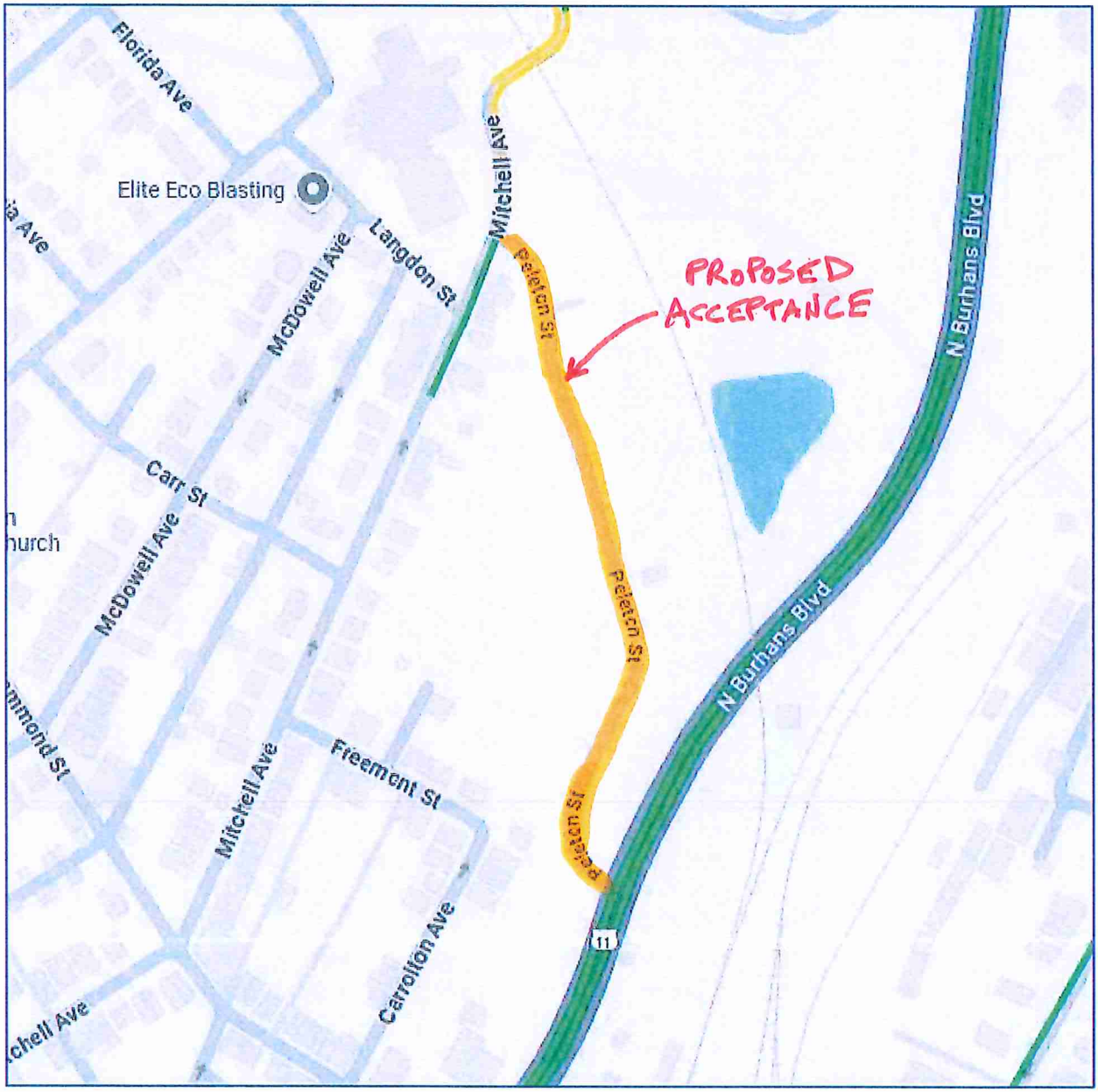
Attachments: Vicinity Maps
Draft Resolutions & Deeds

c: Jeff Swan
Austin Allman
Nancy Hausrath
Eric Deike
Rylee Ely
Bill Killinger
Brian Smoot

VICINITY MAP – PAUL SMITH BLVD. & LOIS HARRISON BLVD.



VICINITY MAP – PELETON STREET



CITY OF HAGERSTOWN, MARYLAND

RESOLUTION TO ACCEPT THE OFFER OF A STORMWATER MANAGEMENT EASEMENT ADJACENT TO LOIS HARRISON BOULEVARD BY VARIOUS GRANTEES TO THE CITY OF HAGERSTOWN

RECITALS

The City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, the Grantors offered to grant an Easement to the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland ("the City") to all the following described property, shown and designated as: "Proposed SWM Easement Area 35,332.32 S.F., 0.81 Acre;" on the *Final Plat of Subdivision of Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM Lot for Currwood Hagerstown, LLC*, dated June 1, 2022, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 11436 - 11439, said plats and descriptions being incorporated herein by reference;

WHEREAS, said offer of easement was to be accepted by separate Deed and is binding upon all of the Grantors' grantees, assigns, successors, heirs and personal representatives;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this easement for the City of Hagerstown, as indicated on the attached Deed of Easement.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the offer of easement made by the Grantors, of a **Perpetual and Permanent Drainage Easement** and the right of ingress and (collectively, the "Easement") for the purpose of constructing, operating, maintaining, repairing, and replacing certain drainage areas, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"), over all the following described real property located in Hagerstown, Election District No. 17, Washington County, Maryland, and more particularly described as follows:

Proposed SWM Easement Area 35,332.32 S.F., 0.81 Acre;" on Plat 11438, incorporated herein and made a part hereof.

3. That the easement pursuant to the terms of the attached Deed of Easement is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Easement, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, II, Mayor

Date of Introduction: February 25, 2025
Date of Passage: February 25, 2025
Effective Date: February 25, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION TO ACCEPT THE OFFER OF A FEE SIMPLE DEDICATION OF *PORTIONS OF* EDGEWOOD DRIVE AND PAUL SMITH BOULEVARD AND *THE ENITIRETY OF* LOIS HARRISON BOULEVARD BY VARIOUS GRANTEES TO THE CITY OF HAGERSTOWN

RECITALS

The City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, offers of dedication have been made by HAREM INVESTMENTS, LLC, a Maryland Limited Liability Company; GARDES INVESTMENTS, LIMITED, an Ohio Limited Partnership; PETER C. MOYER, an individual resident of the Commonwealth of Pennsylvania; KRISTIN M. FANDL, an individual resident of the State of Maryland; MELISSA A. MOYER, and individual resident of the District of Columbia; FRALOHA, LLC, a Wyoming Limited Liability Company authorized to do business in the State of Maryland; MARGARET L. HARRISON HOLDINGS, LLC, a Maryland Limited Liability Company; and CAROLEE INVESTMENTS, LLC, a Maryland Limited Liability Company, all of whom are hereinafter collectively referred to as "Grantors,", of portions of Edgewood Drive and Paul Smith Boulevard and the entirety of Lois Harrison Boulevard to the City pursuant to plats filed among the Land Records of the Clerk of the Circuit Court for Washington County, Maryland as more particularly set forth on the attached Deed of Dedication.

WHEREAS, the Parties have also agreed to abandon various rights of easement on said plats, as further described on the attached Deed of Dedication.

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this right of way into the street system for the City of Hagerstown, as indicated on the attached Deed of Dedication and to abandon certain easements as indicated on the attached Deed of Dedication.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the offer of dedication made by the Grantors, containing (1) 0.16 acres, more or less; (2) 1.45 acres, more or less; and (3) 3.63 acres more or less, and as set forth on the Deed of Dedication, attached hereto.

3. That the dedication pursuant to the terms of the attached Deed of Dedication is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Dedication, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, II, Mayor

Date of Introduction: February 25, 2025
Date of Passage: February 25, 2025
Effective Date: February 25, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

THIS TRANSACTION IS EXEMPT FROM TRANSFER AND RECORDATION TAXES UNDER MD. CODE ANN., TAX-PROPERTY ARTICLE, SECTIONS 12-108(a)(1)(iv) AND 13-207(a)(1), AND WASHINGTON COUNTY CODE SECTION 2-702(e)(1)(i).

DEED OF EASEMENT

THIS DEED OF EASEMENT, Made this _____ day of _____, 2025, by FRALOHA LLC, a Wyoming Limited Liability Company authorized to do business in the State of Maryland; MARGARET L. HARRISON HOLDINGS, LLC, a Maryland Limited Liability Company; and CAROLEE INVESTMENTS, LLC, a Maryland Limited Liability Company, all of whom are hereinafter collectively referred to as "**Grantors**".

RECITALS

WHEREAS, the Grantors offered to grant an Easement to the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland ("**the City**") to all the following described property, shown and designated as: "Proposed SWM Easement Area 35,332.32 S.F., 0.81 Acre" on the *Final Plat of Subdivision of Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM Lot for Currwood Hagerstown, LLC*, dated June 1, 2022, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 11436 – 11439, said plats and descriptions being incorporated herein by reference;

WHEREAS, said offer of easement was to be accepted by separate Deed and is binding upon all of the Grantors' grantees, assigns, successors, heirs and personal representatives;

WHEREAS, the City has formally accepted said offer of easement, by Resolution dated February 25, 2025;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO ($0.00) DOLLARS. and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor does hereby grant and convey unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland, its heirs, successors and assigns, a **Perpetual and Permanent Drainage Easement** and the right of ingress and (collectively, the "**Easement**") for the purpose of constructing, operating, maintaining, repairing, and replacing certain drainage areas, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "**Facilities**"), over all the following described real property located in Hagerstown, Election District No. 17, Washington County, Maryland, and more particularly described as follows:

"Proposed SWM Easement Area 35,332.32 S.F., 0.81 Acre" on Plat No. 11438 said plat recorded among the Land Records of Washington County, Maryland and said plat being incorporated herein and made a part hereof.

The Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities.

The City is to have and to permanently hold the Easement for the uses and purposes hereinabove described; however, the City may assign any of its rights (either permanently or temporarily) under this Easement.

Grantors agree that they will not construct, plant, or cause to be placed within the limits of the Easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of the Easement by Grantors, their representatives or agents, Grantors, their successors and assigns, shall be liable for any damage done to the Facilities.

The rights granted herein shall not be construed to interfere with or restrict the Grantors, their successors and assigns, from the use of its premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use of the Easement and the use and maintenance of the Facilities.

The City shall have full and free use of the Easement for the purposes named herein, but shall be under no duty to exercise any of those rights. The City shall have the right, at all times and without prior notice, to cross Grantors' property as may be reasonably necessary in order to have access to the Easement and the Facilities. The City shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the Easement deemed by the City to interfere with the proper and efficient use of the Easement and the Facilities.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

TO HAVE AND TO HOLD the right and privilege of the Easement hereby granted to the use and benefit of the within the City, its heirs, successor and assigns, forever.

[Signature Pages Follow.]

WITNESS the hand and seal of the Grantors herein the day and year first above written.

WITNESS/ATTEST

FRALOHA LLC
a Wyoming limited liability company

_____

BY:_____
Name: Richard P. Harrison
Title: Managing Member

WITNESS/ATTEST

MARGARET L. HARRISON HOLDINGS, LLC
a Maryland limited liability company

_____

BY:_____
Name: Margaret L. Harrison
Title: Member

WITNESS/ATTEST

CAROLEE INVESTMENTS, LLC
a Maryland limited liability company

_____

BY:_____
Name: Arthur W. Boyce
Title: Manager

[Signatures Continue on Following Page.]

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Richard P. Harrison**, Managing Member of Fraloha LLC, a Wyoming limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Agent, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Margaret L. Harrison,** Member of Margaret L. Harrison Holdings, LLC, a Maryland limited liability company, and that she, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Member, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

[Signatures Continue on Following Page.]

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Arthur W. Boyce,** Managing Member of Carolee Investments, LLC, a Maryland limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

ATTORNEY CERTIFICATION

I hereby certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland.

_____

Jason Morton

After recording, please return to:
City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 E. Franklin Street
Hagerstown, MD 21740

THIS TRANSACTION IS EXEMPT FROM TRANSFER AND RECORDATION TAXES UNDER MD. CODE ANN., TAX-PROPERTY ARTICLE, SECTIONS 12-108(a)(1)(iv) AND 13-207(a)(1), AND WASHINGTON COUNTY CODE SECTION 2-702(e)(1)(i).

DEED OF DEDICATION
AND
DEED OF EASEMENT

THIS DEED, Made this _____ day of _____, 2025, by HAREM INVESTMENTS, LLC, a Maryland Limited Liability Company; GARDES INVESTMENTS, LIMITED, an Ohio Limited Partnership; PETER C. MOYER, an individual resident of the State of Pennsylvania; KRISTIN M. FANDL, an individual resident of the State of New York; MELISSA A. MOYER, and individual resident of the District of Columbia; FRALOHA LLC, a Wyoming Limited Liability Company authorized to do business in the State of Maryland; MARGARET L. HARRISON HOLDINGS, LLC, a Maryland Limited Liability Company; and CAROLEE INVESTMENTS, LLC, a Maryland Limited Liability Company (all of whom are hereinafter collectively referred to as "**Grantors**"), and the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland ("**the City**");

RECITALS

WHEREAS, the Grantors offered to dedicate and deed in fee simple all the following described rights of way, shown and designated as: (1) "ROW 2 from Elizabeth Boyce, et al. Liber, 4288, folio 120, 0.16 Acres" ("**Parcel #1**"); (2) "ROW 2 from Elizabeth Boyce, et al. Liber, 4288, folio 120, 1.45 Acres" ("**Parcel #2**"); and (3) "ROW from Carolee Investments, LLC, et al. Liber, 4288, folio 128, 3.63 Acres" ("**Parcel #3**") on the *Final Plat of Subdivision of Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM Lot for Currwood Hagerstown, LLC*, dated June 1, 2022, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 11436 – 11439 (the "**Subdivision Plat**"), said plats and descriptions being incorporated herein by reference, unto the City;

WHEREAS, said offer of dedication was to be accepted by separate Deed and is binding upon all of the Grantors' grantees, assigns, successors, heirs and personal representatives;

WHEREAS, the City has formally accepted said offer of dedication, by Resolution dated February 25, 2025;

WHEREAS, in addition: another portion of the right-of-way of Paul Smith Boulevard was previously dedicated to the City on the Right-of-Way and Easement Plat *Rights-of-Way and Easements to be Conveyed to the City of Hagerstown*, dated October 28, 2003, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 7462 - 7465, said plats and descriptions being incorporated herein by reference ("**Prior Paul Smith Boulevard**

Dedication");

WHEREAS, the City formally accepted said Prior Paul Smith Boulevard Dedication via Resolution dated January 27, 2009; and

WHEREAS, the Grantors have also offered various rights of easement on said Plats, as further described below.

WHEREAS, the parties have also agreed to abandon various rights of easement on said Plats, as further described below.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO ($0.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor and the City do hereby agree:

DEDICATION

The Grantor does hereby grant and convey unto the City all the following described real property located in Hagerstown, Election District No. 17, Washington County, Maryland, and more particularly described as follows:

PARCEL #1

ROW #2 along Edgewood Drive

Situate along the south side of Edgewood Road approximately 300 feet westward from its intersection with Paul Smith Boulevard and being more particularly described as follows:

Beginning at a point located S 60°15'55" W 19.97 feet and S 51°29'02" W 58.53 feet from the point of curvature of Paul Smith Boulevard where it intersects Edgewood Drive, thence running in a clockwise direction and running with a new right-of-way line hereby created and with a curve to the left having a radius of 894.27 feet, an arc length of 79.95 feet and a chord bearing and distance of S 47°00'45" W 79.92 feet to a point, thence S 44°27'05" W 222.65 feet to a point, thence N 45°32'55" W 28.57 feet to intersect the existing right-of-way line of Edgewood Drive, thence running with the existing right-of-way line, N 44°48'29" E 241.09 feet to a point, thence S 44°04'42" E 23.00 feet to a point, thence N 51°29'02" E 62.47 feet to the place of beginning;

Containing 0.16 acres of land more or less;

Said lands being further shown and described as "ROW 2 from Elizabeth Boyce, et al. Liber, 4288, folio 120, 0.16 Acres" as shown on sheet 1 of 4 of the Final Plat of Subdivision for Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM lot and recorded at Washington County Plat folios 11436 through 11439 among the Washington County Land Records.

PARCEL #2

ROW #2 along west side of Paul Smith Boulevard

Beginning at a point of curvature of Paul Smith Boulevard where it intersects Edgewood Drive, thence running in a clockwise direction and continuing with the southern right-of-way line of Edgewood Drive, N 60°15'55" E 80.56 feet to a point, thence N 89°47'14" E 45.24 feet to a point along the current western right-of-way line of Paul Smith Boulevard as previously conveyed to the City of Hagerstown, thence running with said western right-of-way line of Paul Smith Boulevard, S 24°24'06" E 1221.08 feet to a point intersecting the property line of Carolee Investments, LLC (Liber 4288, folio 128), thence running with said line, S 58°44'23" W 50.33 feet to a point on the new western right-of-way line of Paul Smith Boulevard, thence with said new right-of-way line, N 24°44'06" W 1163.64 feet to a point, thence with a curve to the left having a radius of 75 feet, an arc length of 114.23 feet and a chord bearing and distance of N 68°29'58" W 103.50 feet to the place of beginning;

Containing 1.45 acres of land more or less;

Said lands being further shown and described as "ROW #2 from Elizabeth Boyce, et al. Liber 4288, folio 120, 1.45 Acres" as shown on sheet 1 of 4 of the Final Plat of Subdivision for Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM lot and recorded at Washington County Plat folios 11436 through 11439 among the Washington County Land Records.

Said lands being a part of the lands conveyed by Elizabeth H. Boyce, to Harem Investments, LLC, by deed dated December 28, 2002, recorded among the Land Records of Washington County, Maryland in Liber 1916, folio 243; being part of the lands conveyed by Margaret L. Harrison, to Margaret L. Harrison Holdings, LLC, a Maryland Limited Liability Company, by deed dated May 21, 2012, recorded among the Land Records of Washington County, Maryland in Liber 4288, folio 120; being part of the lands conveyed by RPH-2, LLC, to Fraloha, LLC, a Wyoming limited liability company, by deed dated October 18, 2011, recorded among the Land Records of Washington County, Maryland in Liber 4175, folio 351; being part of the lands conveyed by Jeanne S. Gardes, to Gardes Investments, Limited, an Ohio Limited Partnership, by deed dated May 14, 1975, recorded among the Land Records of Washington County, Maryland in Liber 603, folio 251; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 29, 1989, recorded among the Land Records of Washington County, Maryland in Liber 939, folio 945; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 20, 1990, recorded among the Land Records of Washington County, Maryland in Liber 979, folio 872; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 12, 1991, recorded among the Land Records of Washington County, Maryland in Liber 1020, folio 382; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated January 2, 1992, recorded among the Land Records of Washington County, Maryland in Liber 1024, folio 125; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated November 15, 1993, recorded among the Land Records of Washington County, Maryland in Liber 1132, folio 234; of the lands

conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated January 3, 1994, recorded among the Land Records of Washington County, Maryland in Liber 1153, folio 630; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 10, 1995, recorded among the Land Records of Washington County, Maryland in Liber 1247, folio 169; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated January 3, 1996, recorded among the Land Records of Washington County, Maryland in Liber 1248, folio 914; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 12, 1997, recorded among the Land Records of Washington County, Maryland in Liber 1380, folio 511; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated January 2, 1998, recorded among the Land Records of Washington County, Maryland in Liber 1383, folio 507; being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated December 7, 1999, recorded among the Land Records of Washington County, Maryland in Liber 1544, folio 724; and being part of the lands conveyed by Polly S. Moyer, a/k/a Pauline S. Moyer, with H. Clayton Moyer, to Peter C. Moyer, Kristin M. Fandl, and Melissa A. Moyer, by deed dated January 3, 2000, recorded among the Land Records of Washington County, Maryland in Liber 1546, folio 823.

PARCEL #3

Right-of-way from Carolee Investments, LLC et. al. to the City of Hagerstown for all of Lois Harrison Boulevard and a portion of Paul Smith Boulevard

Beginning at a point along the western right-of-way line of Dual Highway, said point being located, S 24°42'32" E 128.54 feet from the most southeastern corner of Lot 4 as shown on a plat of subdivision recorded at Plat folio 5295, thence running in a clockwise direction and continuing along the western right-of-way line of Dual Highway, S 24°42'32" E 160.00 feet to a point, thence leaving the right-of-way of US Route 40 (Dual Highway) and running with a curve to the left having a radius of 35 feet, an arc length of 54.98 feet and a chord bearing and distance of N 69°42'32" W 49.50 feet to a point, thence S 65°17'28" W 40.99 feet to a point, thence with a curve to the right having a radius of 770.00 feet, an arc length of 293.50 feet and a chord bearing and distance of S 76°12'39" W 291.73 feet to a point, thence S 87°07'50" W 97.72 feet to a point, thence with a curve to the left having a radius of 680.24 feet, an arc length of 259.50 feet and a chord bearing and distance of S 76°11'52" W 257.93 feet to a point, thence S 65°15'54" W 513.53 feet to a point, thence with a curve to the left having a radius of 50.00 feet, an arc length of 78.54 feet and a chord bearing and distance of S 20°15'54"W 70.71 feet to a point, thence running along the terminus of Paul Smith Boulevard, S 65°15'54" W 90.00 feet to a point, thence with a curve to the left having a radius of 50.00 feet, an arc length of 78.54 feet and a chord bearing and distance of N 69°44'06" W 70.71 feet to a point, thence S 65°15'54" W 5.00 feet to a point, thence N 24°44'06" W 90.00 feet to a point, thence with a curve to the left having a radius of 50.00 feet, an arc length of 78.54 feet and a chord bearing and distance of N 20°15'54" E 70.71 feet to a point, thence continuing with the western right-of-way line of Paul Smith Boulevard, N 24°44'06" W

364.81 feet to a point intersecting other lands hereto for conveyed to the City of Hagerstown for Paul Smith Boulevard, thence running across Paul Smith Boulevard, N 58°44'23" E 50.33 feet to a point, thence running along the current western right-of-way line of Paul Smith Boulevard, S 24°44'06" E 397.12 feet to a point, thence N 65°17'29" E 49.72 feet to a point, thence with a curve to the left having a radius of 39 feet, an arc length of 45.20 feet and a chord bearing and distance of S 81°32'02" E 42.71 feet to a point, thence N 65°15'54" E 523.07 feet to a point, thence with a curve to the right having a radius of 770.26 feet, an arc length of 293.84 feet and a chord bearing and distance of N 76°11'51" E 292.07 feet to a point, thence N 87°07'50" E 97.72 feet to a point, thence with a curve to the left having a radius of 680.00 feet, an arc length of 259.20 feet and a chord bearing and distance of N 76°12'39" E 257.63 feet to a point, thence N 65°17'28" E 40.99 feet to a point, thence with a curve to the left having a radius of 35 feet, an arc length of 54.98 feet and a chord bearing and distance of N 20°17'28" E 49.50 feet to the place of beginning;

Containing 3.63 acres of land more or less;

Said lands being all the right-of-way for Lois Harrison Boulevard and a portion of the right-of-way for Paul Smith Boulevard as shown and described as "ROW from Carolee Investments, LLC, et al. Liber, 4288, folio 128, 3.63 Acres" as shown on a Final Plat of Subdivision for Paul Smith Boulevard and Lois Harrison Boulevard and Lot 1 and SWM lot and recorded at Plat folios 11436 through 11439 among the Land Records of Washington County, Maryland.

Said lands being a part of the lands conveyed by Margaret L Wade, now known as Margaret L. Harrison, to Margaret L. Harrison Holdings LLC, by deed dated May 21, 2012, recorded among the Land Records of Washington County, Maryland in Liber 4288, folio 128; being part of the lands conveyed by Elizabeth H. Boyce to Carolee Investments, LLC, by deed dated December 18, 2002, recorded among the Land Records of Washington County, Maryland in Liber 1901, folio 232; and being part of the lands conveyed by RPH LLC to Fraloha, LLC, by deed dated October 18, 2011, recorded among the Land Records of Washington County, Maryland in Liber 4175, folio 347.

To have and to hold the property hereby conveyed to the City, its personal representatives, heirs, and assigns, in fee simple forever.

And, the Grantors hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

GRANT OF EASEMENT

And the said Grantors do hereby further grant and convey unto the City, its successors and assigns, a **Perpetual and Permanent Drainage and Utility Easement** and the right of ingress and (collectively, the "**Easement**") for the purpose of constructing, operating, maintaining, repairing, and replacing certain drainage areas and electric, communications, water line, lighting, and similar utilities, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "**Facilities**"), as depicted on the Subdivision Plat as (1) each "Proposed 20' Drainage and Utility Easement" as shown along Edgewood Drive, Paul Smith Boulevard, and Lois Harrison Boulevard; (2) "Proposed 50' x 70' drainage easement extension"; (3) "Proposed 20'

Drainage and Utility Easement Sta 101+30 to Sta 113+50 on Roadway Plans"; (4) "Proposed 20' Drainage and Utility Easement Sta 103 to Sta 113+50 on Roadway Plans"; (5) "20' Relocated W/L Easement"; and (6) 20' Wide Drainage Easement, all incorporated herein and made a part hereof.

The Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities.

The City is to have and to permanently hold the Easement for the uses and purposes hereinabove described; however, the City may assign its rights (either permanently or temporarily) under this Easement.

Grantors agree that they will not construct, plant, or cause to be placed within the limits of the Easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of the Easement by Grantors, their representatives or agents, Grantors, their successors and assigns, shall be liable for any damage done to the Facilities.

The rights granted herein shall not be construed to interfere with or restrict the Grantors, their successors and assigns, from the use of its premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use of the Easement and the use and maintenance of the Facilities.

The City shall have full and free use of the Easement for the purposes named, but shall be under no duty to exercise any of those rights. The City shall have the right, at all times and without prior notice, to cross Grantors' property as may be reasonably necessary in order to have access to the Easement and the Facilities. The City shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the Easement deemed by the City to interfere with the proper and efficient use of the Easement and the Facilities.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

TO HAVE AND TO HOLD the right and privilege of the Easement hereby granted to the use and benefit of the within the City forever.

ABANDONMENT

And the said Grantors and the City do hereby agree **to abandon** the following easements as depicted on the Subdivision Plat as (1) "Drainage Easement Plat No. 7462-7465 (to be abandoned)"; (2) "Grading & Slope Easement Plat No. 7462-7465 (to be abandoned)"; (3) "Portion of W/L Easement labeled to be abandoned by Plat 5814 (no deed was found)"; and (4) "20' Drainage Easement per Plat folio 5814 (to be abandoned)"; all incorporated herein and made a part hereof.

And the said Grantors and the City do hereby agree **to abandon** the following easement as depicted on the on the *RIGHT-OF-WAY AND EASEMENT PLAT Rights-of-Way and Easements to be*

Conveyed to the City of Hagerstown, dated October 28, 2003, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat No. 7462 as (1) "50' Access Easement Paragraph 17, L. 881, F. 847 PER W.C. Plat No. 2450" all incorporated herein and made a part hereof.

[Signature Pages Follow.]

WITNESS the hand and seal of the Grantors herein the day and year first above written.

WITNESS/ATTEST

HAREM INVESTMENTS, LLC
a Maryland limited liability company

_____

BY:_____
Name: Arthur W. Boyce
Title: Manager

WITNESS/ATTEST

GARDES INVESTMENTS, LIMITED
an Ohio limited partnership

_____

BY:_____
Name: Alan Malkoff
Title: Authorized Agent

WITNESS/ATTEST

PETER C. MOYER

_____

_____

WITNESS/ATTEST

KRISTIN M. FANDL

_____

_____

WITNESS/ATTEST

MELISSA A. MOYER

_____

_____

[Signatures Continue on Following Page.]

WITNESS/ATTEST

FRALOHA LLC
a Wyoming limited liability company

_____

BY:_____
Name: Richard P. Harrison
Title: Managing Member

WITNESS/ATTEST

MARGARET L. HARRISON HOLDINGS, LLC
a Maryland limited liability company

_____

BY:_____
Name: Margaret L. Harrison
Title: Member

WITNESS/ATTEST

CAROLEE INVESTMENTS, LLC
a Maryland limited liability company

_____

BY:_____
Name: Arthur W. Boyce
Title: Manager

WITNESS the hand and seal of the City herein the day and year first above written.

ATTEST TO CORPORATE SEAL:

CITY OF HAGERSTOWN, a Maryland municipal corporation, a body politic and a political subdivision of the State of Maryland

_____
Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

[Signatures Continue on Following Page]

STATE OF MARYLAND, FREDERICK COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Arthur W. Boyce,** Manager of Harem Investments, LLC, a Maryland limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

STATE OF _____, _____ COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Alan Malkoff,** Authorized Agent of Gardes Investments, Limited, an Ohio Limited Partnership, and that he, as such Authorized Agent being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Agent, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

[Signatures Continue on Following Page]

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Peter C. Moyer,** known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Deed, who did acknowledge that he executed the same as his voluntary act and deed and for the purposes therein contained and at the same time did affirm and declare that this transaction is for the consideration stated herein and who did affirm under the penalties of perjury that he is a legal resident of the State of Maryland.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Kristin M. Fandl,** known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Deed, who did acknowledge that she executed the same as her voluntary act and deed and for the purposes therein contained and at the same time did affirm and declare that this transaction is for the consideration stated herein and who did affirm under the penalties of perjury that she is a legal resident of the State of Maryland.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

[Signatures Continue on Following Page]

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Melissa A. Moyer,** known to me (or satisfactorily proven) to be the person whose name is subscribed to the aforegoing Deed, who did acknowledge that she executed the same as her voluntary act and deed and for the purposes therein contained and at the same time did affirm and declare that this transaction is for the consideration stated herein and who did affirm under the penalties of perjury that she is a legal resident of the State of Maryland.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Richard P. Harrison**, Managing Member of Fraloha LLC, a Wyoming limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Agent, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

[Signatures Continue on Following Page]

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Margaret L. Harrison,** Member of Margaret L. Harrison Holdings, LLC, a Maryland limited liability company, and that she, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Member, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Arthur W. Boyce,** Manager of Carolee Investments, LLC, a Maryland limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____day of _____ 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B. McIntire, Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he, as such Mayor, being so authorized to do, executed and acknowledged the aforegoing instrument to be the corporate act and deed of The City of Hagerstown for the purposes therein contained and further made oath that The City of Hagerstown is *locus rei sitae* in Maryland.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

ATTORNEY CERTIFICATION

I hereby certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland.

_____

Jason Morton

After recording, please return to:
City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 E. Franklin Street
Hagerstown, MD 21740

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION TO ACCEPT THE OFFER OF A FEE SIMPLE DEDICATION OF *PELETON STREET* BY BURHANS VILLAGE, LLC TO THE CITY OF HAGERSTOWN

RECITALS

The City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, offers of dedication have been made by BURHANS VILLAGE, LLC, a Maryland Limited Liability Company, "Grantor," of the entirety of Peleton Street to the City pursuant to plats filed among the Land Records of the Clerk of the Circuit Court for Washington County, Maryland as more particularly set forth on the attached Deed of Dedication.

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this right of way into the street system for the City of Hagerstown, as indicated on the attached Deed of Dedication.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the offer of dedication of Peleton Street made by the Grantor, containing 55,181 S.F. or 1.26678 acres, more or less, and as set forth on the Deed of Dedication, attached hereto.

3. That the dedication pursuant to the terms of the attached Deed of Dedication is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Dedication, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By:_____
William McIntire, II, Mayor

Date of Introduction: February 25, 2025
Date of Passage: February 25, 2025
Effective Date: February 25, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

THIS TRANSACTION IS EXEMPT FROM TRANSFER AND RECORDATION TAXES UNDER MD. CODE ANN., TAX-PROPERTY ARTICLE, SECTIONS 12-108(a)(1)(iv) AND 13-207(a)(1), AND WASHINGTON COUNTY CODE SECTION 2-702(e)(1)(i).

DEED OF DEDICATION

THIS DEED, Made this _____ day of _____, 2025, by BURHANS VILLAGE, LLC, a Maryland Limited Liability Company, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, the Grantor offered to dedicate and deed in fee simple all the following described right of way, shown and designated as: "PELETON STREET 55,181 S.F., 1.26678 AC;" on the *Final Plat for Burhans Village, LLC*, Lots 1 – 54, dated July 18, 2021, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 11277 - 11280, said plats and descriptions being incorporated herein by reference, unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland ("the City");

WHEREAS, said offer of dedication was to be accepted by separate Deed and is binding upon all of the Grantor's grantees, assigns, successors, heirs and personal representatives;

WHEREAS, the City has formally accepted said offer of dedication, by Resolution dated February 25, 2025;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO ($0.00) DOLLARS. and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor does hereby grant and convey unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland, all the following described real property located in Hagerstown, Election District No. 25, Washington County, Maryland, and more particularly described as follows:

PELETON STREET 55,181 S.F., 1.26678 AC;" on the *Final Plat for Burhans Village, LLC*, Lots 1 – 54, dated July 18, 2021, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 11277 - 11280

Containing 1.26678 acres of land, more or less.

Said lands being a part of the lands conveyed by Cavalier Hagerstown, LLC, to Burhans Village, LLC, by deed dated August 19, 2016, recorded among the Land Records of Washington County, Maryland in Liber 5312, folio 488.

To have and to hold the property hereby conveyed to the Grantee, its personal

representatives, heirs, successors and assigns, in fee simple forever.

And, the Grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

WITNESS the hand and seal of the Grantor herein the day and year first above written.

WITNESS/ATTEST

BURHANS VILLAGE, LLC

_____

BY:_____
Name: Sassan Shaool
Title: Managing Member

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Sassan Shaool** Managing Member of Burhans Village, LLC, a Maryland limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member, and acknowledged that the consideration recited therein is true and correct.

WITNESS my hand and official Notarial Seal.

_____
Notary Public
My Commission expires:

I hereby certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Jason Morton

After recording, please return to:
City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 E. Franklin Street
Hagerstown, MD 21740

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
2024 Land Management Code Text Amendments Post Public Hearing Review Guidance – *Stephen Bockmiller, Zoning Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_Follow_Up_2024_LMC_amendments_.pdf	Follow Up on 2024 LMC Amendments

CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department
One East Franklin Street • Hagerstown, MD 21740
E-mail: planning@hagerstownmd.org
Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

DATE: February 11, 2025

SUBJECT: 2024 Land Management Code Package of Amendments
Post Public Hearing Review and Guidance

The Mayor and City Council conducted a public hearing on this matter on January 28, 2025.

The record was left open for 10 days. During this period, we received comment from one party – Fred Frederick of Frederick, Seibert and Associates - relating to proposal #11 in the package. This proposal relates to expanding the ability to develop mixed use buildings in the CG and CR Zoning Districts. He is working with a client who is interested in converting an existing building in the CG Zoning District into a mixed use building. His letter is attached herewith.

First, Mr. Frederick suggests that the provision mandating full use of the first floor be for commercial uses be adjusted to allow part of the first floor to be used for amenities for the residents of the upper floors. Staff have no objection to this, provided a majority of the first floor remains truly commercial, in keeping with the mixed-use intent of the provision. To implement the intent found in the second paragraph of Mr. Frederick's letter, staff suggests the following (existing text to remain unchanged in **black**, new text in red and text to be removed in ~~strikeout~~):

(~~b~~ a). Commercial uses shall be located on all at-grade floors, however no dwelling shall be located on a floor below a non-residential use. At least 65% of the at-grade floor area shall be used for non-residential uses serving the general population as enumerated in the following subsection (b). Up to 35% of this floor area may be designed and used for amenities for the exclusive use of the residents of the building(s) and their guests.

Second, Mr. Frederick also requests that the requirement for the provision of open space include interior amenity areas. Again, staff have no objection to this adjustment. Please refer to his letter for the wording of his proposal. Staff have minor concerns with some of the structure of this proposal, and suggests the following adjusted language:

Article 5, Section I.11.c:

A minimum of 200 square feet per unit of usable outdoor open space and indoor amenities shall be provided, including but not limited to such features as balconies, patios, indoor or outdoor swimming pools, exercise and party rooms ~~and/or balcony or other amenities such as patios, indoor or outdoor swimming pools, exercise rooms, conference centers~~ and other alternatives that the planning ~~department~~ commission accepts as meeting the intent of this section. Open space may be a combination of usable green areas and amenity-providing hardscape areas and approved amenities, the ~~. The~~ purpose being to provide indoor ~~or~~ and outdoor living area and social and recreational ~~opportunities~~ amenities for the ~~residence~~ residents.

Attachments:

Attached to this memo, you will find:

1. Mr. Frederick's letter.
2. The packet of proposed amendments, including the corrected text regarding storage of campers and recreational vehicles that was appended before the public hearing.

Next Steps:

Staff seeks direction on whether this adjustment is acceptable and if the body is ready to move forward with the proposed package of amendments. The package of proposals is not "all or nothing". The elected body can direct adoption of all of the proposals, or certain ones, leaving others out. Once we receive that direction from the Mayor and City Council, an ordinance would be introduced at the next available meeting to amend the Land Management Code.

Copy: K. Maher, Director, PCAD
J. Thompson, Director, DCED
D. Reaser, Economic Development Manager, DCED

Attachments: 2

January 28, 2025

City of Hagerstown Planning Department
1 East Franklin Street
Hagerstown, MD 21740

Attention: Kathy Maher and Steve Bockmiller

RE: Text Amendment ZT 2024-02-Proposal 11

Dear Kathy and Steve,

After reviewing the suggested revisions under proposal no. 11, I would like to request changes to that text to be considered before it is approved.

The first item falls under mixed use buildings definition. The second bullet under the definition states "The first floor must be entirely designed for and occupied by commercial uses with direct access tenant spaces". I would like to suggest that should be changed to "65% of the first floor must be entirely designed for and occupied by commercial uses with direct access tenant spaces.

The second suggested change occurs under the fourth bullet under definitions and is also item 11.c. The current wording is as follows "Minimum of 200 square feet per unit of useable open space and/or balcony. Open space may be a combination of useable green areas and amenity-providing hardscape areas. The purpose being to provide outdoor living area and recreational opportunities for the residence".

I would like to suggest that it reads as follows "A minimum of 200 square feet per unit of usable open space and/or balcony or other amenities such as patios, indoor or outdoor swimming pools, exercise rooms, conference centers and other alternatives that the planning department accepts as meeting the intent of this section. Open space may be a combination of usable green areas and amenity-providing hardscape areas and approved amenities. The purpose being to provide indoor or outdoor living area and social and recreational opportunities for the residence.

Please let me know when this goes before the planning commission or mayor and council reviews so that I may be in support of this amendment.

Thank you for reviewing these suggested amendments which we believe will make this new ordinance more usable for the citizens of the City of Hagerstown.

Sincerely,
FREDERICK, SEIBERT AND ASSOCIATES, INC.

Frederic M. Frederick, RLS, PE
President

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-02	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Eliminate landscaped islands in cul-de-sacs in most situations.		
Justification: Public works and the fire department have expressed concern with the ability for snow plows and fire apparatus to turn around in cul-de-sacs when there are center islands because people tend to parallel park along the bulb even when it is marked no parking. The proposed language below addresses this issue but leaves the option possible for unforeseen potential good designs in commercial areas.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 5, Section E.1.i (bottom of page 5-22.)

i. Cul-de-Sacs and Traffic Control at New Intersections.

Cul-de-sacs are discouraged and shall be allowed only where topographical considerations offer no practicable alternatives for connections or through traffic. Where a cul-de-sac is unavoidable, variations to standard cul-de-sac design shall be considered, including loop lanes, crescent design, or by incorporating a planting island at the terminus. Cul-de-sac streets shall not be longer than 600 feet from the nearest intersecting street. No cul-de-sac shall be approved with a landscaped island unless the applicant can demonstrate through a turn analysis acceptable to the City Engineer, Fire Marshal and Director of the Department of Public Works that sufficient radius is provided to allow emergency vehicles and snow removal vehicles to turn around in the bulb while vehicles are parked along the exterior curb.

In order to maintain traffic flow, reduce potential for accidents and and improve the aesthetics of streetscapes in new residential subdivisions, the preferred method of traffic control at new intersections in residential subdivisions is the use of small roundabouts. However, the use of stop signs is not prohibited and may be approved at the discretion of the Planning Commission.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-03	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Requires owners of all parking lots to maintain their paving and striping		
Justification: There are commercial property owners who will allow their striping to fade to the point as being worthless. This new provision will require striping to be maintained in accordance with the most recent approved site plan. For properties that may not have a site plan, before any new zoning certificate is issued, the owner shall obtain approval of a plan to delineate spaces and drive aisles to the degree the existing configuration permits. This provision will help in ensuring parking areas that are visible and intended for use by customers, guests and employees, and present a complete and professional appearance. Provision also added that requires parking lot paving to be maintained and repaired as needed.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

See subsection b, below which addresses parking lot paving conditions as requested by the Commission. Section b, as it appeared in the first version and addressed striping, has become subsection c.

Article 4, Section O.3 – Off-Street parking requirements (4-105)

3. Off-Street Parking Requirements and Requirement to Maintain Parking Lots and Striping.

a. Off-street parking and dimensional requirements are found in Article 5, Section I (Site Plan Standards).

b. Paving of all parking lots accessed by and used for employees, customers and residents shall be maintained in a safe and professional condition, free of pot holes and areas of disintegrating paving materials. Failure to comply with this provision shall constitute a violation of this Chapter.

c. Parking lots that are built in accordance with an approved site plan shall have their striping maintained and repainted as necessary to ensure a professional appearance and vehicular and pedestrian safety. If the parking lot is of such age that it was developed prior to the requirement for a site plan and there is no applicable site plan to use as a guide, the following shall occur:

(1) When the Zoning Administrator determines that the lot's previous striping is worn and needs repainting or needs to be demarked in cases where the lot was never striped before, a zoning certificate or zoning approval of a building permit shall not be approved for the property.

(2) Before zoning approvals are provided, the property owner or tenant shall submit a plan for marking the lot in accordance with the requirements of Article 5, Section I, creating as many spaces as the existing site conditions allow, bringing the designated parking on the site as close to full compliance with current ordinance requirements as practicable. The plan shall be consistent with the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) as determined by the City Engineer.

(3) The Zoning Administrator and the City Engineer review and approve the plan.

(4) No final zoning certificate or final use and occupancy permit is provided for the property until the repainting is completed in accordance with the approved site plan or the zoning administrator-approved striping plan.

Failure to maintain parking lot striping in accordance with an approved site plan or approved striping plan approved by the Zoning Administrator shall be a violation of this Chapter.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-04	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: **Amendments to definition of child day care.**		
Justification: The existing definition reflects a prior code requirement associated with child day care which is now out of date. This change removes reference to the number of children allowed and instead makes a distinction between in-home daycare and daycare outside the home and refers to the sections of the code that specify how these uses are allowed.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 3: Definitions

DAY-CARE, CHILD – The care of ~~five or more~~ children, not the children or relatives of the provider, on a regular basis for periods of less than 24 hours per day, in a place other than the child's own dwelling unit. An in-home child day-care operation occurring within the provider's home is allowed as an accessory use to the dwelling per the parameters outlined in Section D of the Zoning article. Child-day care operations outside of the provider's dwelling are allowed as outlined in Section Z of the Zoning Article.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-05	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Create a special exception option to increase the height of freestanding signs in the CC-MU Zoning District.		
Justification: A property owner of site that is not characteristic of the "street wall" environment of the downtown area desires to erect a freestanding sign in the CC-MU, which is not out of character with the property, but would be incompatible with the downtown environment elsewhere in the district.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Section I.5 – Sign Dimensional and Design Requirements (begins page 4-54)

5. Sign Dimensional and Design Requirements.

First three paragraphs omitted as unchanged.

a. Freestanding Signs.

(1). Chart of Dimensional Requirements.

Chart omitted as unchanged.

(2). Special Exception for Height and Area of Freestanding Signs – CC-MU Zoning District.

The Board of Zoning Appeals may consider applications for a special exception to construct a freestanding sign up to 20 feet in height and up to 150 square feet in the CC-MU Zoning District. Such sign shall be located a minimum of 20 feet from any building on an adjacent property not under common ownership. The Board shall apply the criteria for special exceptions found in Section U, Subsections 4, 6.b and 7.a. The Board shall approve no variance to increase the height of such sign to permit it to be greater than 20 feet in height, or to increase the area to exceed 150 square feet, or to reduce the required minimum 20-foot distance from a building on an adjacent property. When the property is located in the Downtown Historic District, no application shall be accepted for consideration of a special exception unless and until its design has been reviewed and approved by the Historic District Commission.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-06	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Introduce new provision to allow for large projecting signs in the CC-MU Zoning District and window lettering for upper floor businesses		
Justification: Through the City's prior hey-day of the mid-20th Century, many of the taller buildings in the downtown area had vertically oriented projecting signs on the upper facades, similar to the marquee for the Maryland Theater and the one surviving one on the Shockey Building. This provision will allow such signs to be reintroduced to the downtown area, with certain design standards on architecturally appropriate buildings. Upper floor commercial window lettering was common in the mid-20th Century as well. Also adds language that clarifies that smaller 3-dimensional signs, such as the ones recently installed at Hatters Plaza and the University System of Maryland building are permitted.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 3 (Definitions)

SIGN, LARGE PROJECTING – A sign affixed to the front of a building presenting an architectural appearance of a commercial, industrial or mixed-use building in the CC-MU Zoning District that:

a. is not oriented parallel to the building frontage or structure, and
b. exceeds the size and locational limitations of a projecting sign defined herein, and
c. is affixed to the façade at least two points and without a suspended element that may move when affected by air flow or wind, and
d. identifies the building or a principal occupant.

SIGN, PROJECTING - Any sign up to 32 square feet in area and regulated per Article 4, Section I.5.d, attached to a building or structure that is not oriented parallel to the building frontage or structure. Such signs may be configured in a three-dimensional design indicative of the activity promoted by the sign. Marquees, awnings, canopies, banners, and freestanding signs are not considered projecting signs. *(Zoning)*

Article 4, Section I.5

c. Large Projecting Signs in the CC-MU Zoning District.

The purpose and intent of this provision is to permit the reintroduction of large signs displaying an economy of words and imagery, usually vertically oriented and electrified, to the downtown environment, given their historical proliferation in that area in the mid-20th Century. Due to their potential impact on the appearance of the downtown commercial area and their potential impact on residential uses in the area, strict standards are necessary to ensure compatibility with the downtown environment. This provision shall allow use of such signs that present an appearance consistent with their use in the early to mid-20th Century, as determined by the Historic District Commission, into the downtown streetscape projecting from buildings. For a large projecting sign to be permitted in the CC-MU District, the following standards shall apply.

Minimum building height:	2 stories.
Minimum vertical clearance over walkway:	10 feet.
Minimum vertical clearance over driveway:	15 feet.
Minimum distance from curb line:	36 inches
Maximum projection from building:	60 inches
Maximum area of sign:	None.
Maximum height:	Roof peak/cornice line. Not more than 25 feet.
Maximum number of large projecting signs:	1 per public street frontage, per building.
Orientation:	Vertical.
Number of faces:	Two, including on one-way streets.
Architectural appearance of building:	Commercial, industrial or mixed-use.
Location:	Downtown Historic District or Landmark in the CC-MU Zoning District.
Appearance of background of sign:	Opaque with no internal illumination.
Illumination:	1. Floodlights shining onto the face of sign, or 2. Internally illuminated letters, or 3. Lighting behind letters shining onto opaque background, contrasting non-illuminated letters. Use of neon tube or similar permanent light accents are permitted.

No large projecting sign shall be approved unless and until its design has been reviewed and approved by the Historic District Commission.

There will be no moving elements, LCD message signs or flashing or moving lights incorporated into a large projecting sign.

In cases where adjoining buildings have, through alteration and re-platting, been combined into a single building, and each section of the building maintains a separate and distinct façade to their original construction, each section of the building shall be treated separately for the purposes of this subsection.

The presence of street trees being a priority for the quality of the urban streetscape, no applicant should expect that the City will consider removing any street tree for the purpose of improving visibility of such signage.

The Board of Zoning Appeals shall grant no variance to the provisions of this subsection.

Renumber existing subsection c as subsection d.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-07	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No.
Summary: Expand provision for marquees on theaters to include performing arts centers		
Justification: There are facilities in the downtown area that reasonably could be expected to want and benefit from the use of a marquee, but don't technically qualify due to existing language constraints. One example is Hub City Live, which is not a theater, per se.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Text has been adjusted to make review entirely dependent on architectural considerations and not use. This allows consideration on individual buildings as appropriate without running afoul of law and case law that offers protections to specific uses.

Article 4, Section I.3(b)(8) (page 4-58)

(8). Theater Marquees in the CC-MU District: Historically, the movie and live theaters in the CC-MU district had large marquees projecting over the sidewalk to promote the theater and the theater's upcoming events. As marquee signs are a character defining feature of downtown theaters and performing arts venues and are crucial to their success, and to the success of uses occupying historic former theaters which are character defining features of the Downtown Historic District, the continued use of theater marquees in the CC-MU is a public goal. (add paragraph separation).

Regardless of the existing or proposed use of a building, ~~I~~in order to allow that tradition to continue, approval of ~~any~~ new ~~theater~~ marquee ~~and associated~~ sign~~s and any replacement or reconstruction of a marquee to serve the needs of a use reoccupying a building formerly used as a theater will be~~ may be considered within the Downtown Historic District or a Landmark in the CC-MU Zoning District. Such request is subject to review and approval by the Historic District Commission. HDC review will consider requests on a case-by-case basis considering the historic nature of an existing building or, in the case of a new ~~theater~~ building, the Commission's adopted Design Guidelines, the architectural design of the proposed building, the Secretary of the Interior's Standards for Historic Preservation, and historic precedent for such signs in the D~~d~~owntown H~~h~~istoric D~~d~~istrict.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-08	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No

Summary: Regulate the parking and storage of camping trailers and boats on residential properties. Currently, the ordinance is silent on this issue. Proposal limits the number and length of such items and limits them to storage in a rear yard on a stable surface and not for occupancy. Regulations proposed have been watered down from much more restrictive limitations found in the zoning ordinance of Las Vegas, Nevada. Text adjusted based on Council hearing in the fall of 2024 and corrected on January 27, 2025.

This issue was taken to the Mayor and Council in 2022. While there was no objection per se to creating regulations for this issue, they were dissatisfied with the uniform approach – citing varying conditions from property to property, and directed staff to revisit the issue, applying direction received.

Justification: Staff periodically receives complaints about boats and campers on nearby properties. Without some form of regulation, they can be quite impactful on the quality of life on surrounding properties. Multiple units stored on one property, overall size and proximity to property lines and adjacent homes, etc. can have negative impacts on adjacent properties. In urban environments, properties are often small and homes located very near property lines and activity on adjoining properties can impact the property value and reasonable use and enjoyment of adjoining properties.

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Background: Staff received a call from a property owner in the northwest part of the city. His home has a one-car garage and a one-car parking pad in front of it. He inquired about expanding his parking pad to a two-car pad, for the purpose of parking a 33-foot camper in the driveway in the front yard of the property. Given the modest size of the lots in this area, the camper would extend nearly to the sidewalk, and would be within a few feet of the side wall of the adjacent home. The adjacent owner would have the near constant presence of a large box shaped item in the neighbor's front yard, only a few feet from their home, and blocking their view down the street from their home. This has the potential to affect the reasonable use and enjoyment of the homes of adjacent property owners. Residential properties in urban environments are small, often with small or no setbacks from adjacent properties. Should the neighbor desire to sell their home at some point, this condition would be a deal killer to many potential buyers. Adding the paving would not provide needed additional off-street parking for a second vehicle regularly used by residents of the property but would be used for long term storage. It is illogical to regulate the location and size of accessory buildings such as sheds, but not recreational vehicles, which would be stored in most cases 50 out of 52 weeks per year, and often are far larger than most sheds. This proposal is justified in one of the intended purposes of the Land Management Code, Article 1, Section B.

It is presumed that adoption of this provision will result in smaller or difficultly-shaped properties being unable to be used for storage of recreational vehicles.

Article 4, Section D.3, new subsection d. (Residential Districts section, page 4-15)

d. Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft.

See Subsection K.20.

Article 4, Section E.3, new subsection d. (Mixed-Use Districts section, page 4-29)

d. Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft.

See Subsection K.20.

Article 4, Section F.3, (Commercial Districts section, page 4-39)

3. Parking Requirements.

As applicable under Section O of this Article. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section H.3, (Industrial Districts section, page 4-46)

3. Parking Requirements.

As applicable under Section O of this Article. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.1.g, (PUD Overlay Districts section, page 4-64)

g. Off-Street Parking.

See Section O of this Article for parking requirements for all uses in the PUD Districts. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.2.h, (Conversion Overlay Districts section, page 4-70)

h. Off-Street Parking.

Off-street parking shall be as required under Section O, except that during review of the site plan, the Planning Commission may permit variation from the number of spaces required, provided such variation relates to the shared use of the parking spaces and is consistent with the approved conversion district concept plan and the special design requirements of this district. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.3.h, (Local Conversion Overlay Districts section, page 4-74)

h. Lot Area Requirements and Off-Street Parking.

(1) And (2) omitted as unchanged.

(3) See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section K, new subsection 20 (page 4-90)

20. Parking and Storage of Motor Homes, Camping Trailers, Boats, Personal Watercraft and Similar Vehicles on Residentially Zoned Properties and Other Properties Used for Residential Purposes.

Parking typically provided on residential properties is in volumes sufficient for the transient use of personal vehicles owned and maintained for use in the normal course of a resident's daily activities. Given the dense nature of development found in cities, the storage of recreational vehicles on many lots can influence the parking of personal vehicles, forcing vehicles to be parked in the street, which is not in the public interest when off-street parking is available. It can also impact the reasonable use, enjoyment and marketability of adjoining properties.

Therefore, unless stored or parked within a completely enclosed building, the parking and storage of motor homes, camping trailers, boats and similar vehicles in all zoning districts in the City shall comply with the following:

a. Two off-street parking spaces shall be provided and available for each dwelling unit on the property. If this requirement is not met, storage of such recreational vehicles is prohibited.

b. The vehicle(s) shall be the personal property of a resident of a dwelling on the property, displaying current registration and license plates, and maintained sufficiently to be removed and driven or (if a trailer) towed on the streets in accordance with Maryland law.

c. The vehicle(s) shall be stored on a stable surface consisting of gravel, asphalt, concrete, pavers or similar surface at least two inches in thickness and at least as wide and as long as the vehicle.

d. For vehicles over six feet in height, the vehicle shall comply with the same setback requirements as is required for an accessory structure. However, the prohibition in the ordinance regarding accessory buildings in the front yard shall not be applied to such vehicles and it (or they) may be parked in front of a dwelling, provided that when the vehicle is over six feet in height, the vehicle complies with the required front yard principal structure setback required for the property.

e. The vehicle is not used on-site for camping or dwelling purposes.

The Board of Zoning Appeals shall not grant a variance to any provision of this subsection.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-09	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Fix loopholes in the provisions that require storage of vehicles to be screened from view, and require new auto service businesses to comply with the development requirements for auto sales facilities in order to protect the public interest and the interests of adjacent property owners from the effects of small sites used in too dense of a manner.		
Justification: There are circumstances where the regulations do not apply in some cases but do in others, and we are finding that there is new interest in car repair businesses in formerly vacated sites. Car repair facilities that are mismanaged can be as disruptive to surrounding areas as car sales.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4 (Zoning), Section Z.2 (Land Use Chart):

	CL	CG	CR	I-MU	IR	IG	PUD-R
Automotive Repair & Maintenance (8111) subject to performance standards found in Subsection F.2.b(8)	SE	P	P		P	P	P
Automotive Repair and Maintenance (8111) in buildings constructed prior to 2010 with outdoor storage and service areas screened with opaque fencing and landscaping in accordance with Article 5.				P			
Automobile and truck, boat and recreational vehicle sales and rental facilities, subject to performance standards found in Subsection F.2.b(8) (4411 & 4412), including motor vehicle rental or leasing when a principal use. Storage of for-sale inventory and rental fleets shall be calculated separate from requirements for customer and employee parking.	P	P	P				
Motor Vehicle Towing, Impound and Storage Lots, including those storage lots accessory to mini-warehouse storage facilities for storing recreational vehicles, boats, etc., provided that a six-foot opaque fence encloses the storage yard and landscaped buffers are provided as required by Article 5, Subsection I.4.j ~~when adjacent to residential, commercial or mixed-use zoning districts~~. from all property lines, regardless of adjacent zoning or land use, and street rights of way.					P	P	

In Subsection (b) below, an applicant needs to address current parking requirements, however there is no "poison pill" in this proposal that would prevent an applicant from applying for a variance from the Board of Zoning Appeals. Prior use is not a standard in the BZA criteria, so it still may be difficult to obtain, but an applicant will not be procedurally precluded from pursuing a variance.

Article 4 (Zoning), Section F (Commercial Districts), Subsection 2.b(8):

(8). An automobile, recreational vehicle, boat and/or truck sales and/or rental facility or an automotive repair and maintenance business proposed for locations which have not most recently been occupied ~~as a motor vehicle sales facility~~ by the same use within the past five years, and for

existing ~~motor vehicle sales~~ facilities which are expanding or adding additional uses to the site shall:

(a). Provide landscaped buffers for all parking and inventory display or storage areas in accordance with the requirements of Article 5 of this Code, both in required minimum buffer widths and required landscape plantings; and

(b). Provide sufficient employee and customer parking in accordance with Section O, and install signage identifying parking for customers and employees, and provide adequate on-site traffic circulation for safe and orderly egress from and ingress to the site; and

(c). All on-premise business identification signs shall be professionally designed and constructed for long-term use; and

(d). The developer shall submit a site plan for review and approval in accordance with the provisions of Article 5. The type of site plan shall be consistent with the requirements of that Article based on the amount of land disturbance that is proposed. The Planning Commission may reduce or waive provisions of the landscaping and design requirements based on unique site conditions, practical difficulties, or presentation of an alternate plan that achieves the intent of the Ordinance requirements. Such use shall not commence until the site plan is approved and the improvements are completed. Vehicles will not be stored or displayed in buffer areas.

(e). Automobile sales shall be permitted in the CL Zoning District only when all for sale inventory and all vehicles on site for repair or preparation for sale shall be stored inside of fully enclosed buildings at all times. At no time will for-sale inventory, vehicles awaiting preparation for sale, or on-site for service be stored outdoors. Nothing in this provision shall be interpreted to permit warehousing of automobiles as a principal use. Automobile and/or truck rental, and the sale of recreational vehicles and/or boats shall not be permitted in the CL District.

Article 5 (Subdivision and Land Development Ordinance) Subsection I (Site Plan Standards), Subsection 6.b.(7) (Vehicle Storage):

(7). *Vehicle Storage.* For businesses that involve the temporary or long term storage of ~~unregistered or damaged~~ vehicles, an area shall be designated for such storage and opaquely screened from surrounding properties and adjacent street rights of way in a manner acceptable to the Planning Commission. This provision shall not apply to the storage and display of for-sale or rent motor vehicles. However, this provision shall also apply to all types of vehicles and boats stored at a mini-warehouse facility in those Districts in which that use is permitted in Subsection Z of Article 4.

The applicability chart following this provision does not change.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-10	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Require parking for outdoor seating over that which is a minor accessory. Explain how parking requirements are to be administered.		
Justification: Historically, the City has not required outdoor seating areas to be included in parking calculations. This is based on the presumption that it is subject to the unpredictability of the weather, and seasonal climate inhospitality. However, a venue that has a disproportionate amount of outdoor seating to that provided in a building has the potential to create negative parking impacts on surrounding areas. This provision will require outdoor seating for restaurants to be included in parking calculations if the seating provided exceeds a minor portion of that provided indoors. Also, a provision is provided here explaining how parking requirements are administered for permitted uses, uses where parking is required, and whether variances are permitted.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Section O.4 (page 4-105.)

4. Required Number of Parking Spaces.

Use	Required Spaces
Restaurants, taverns, lounges, night clubs, meeting room/banquet hall	One space per 50 square feet customer floor space. When the floor area of outdoor seating exceeds 25% of the floor area of the seating area in the interior of a building or buildings, the floor area of all outdoor seating areas shall be included in calculating parking requirements for the use. [NOTE: see separate requirements for walk up or drive in restaurants]

Article 4, Section O.1 (page 4-103.)

O. Off-Street Parking Requirements.

1. Purpose and Applicability.

a. Requirement, ~~and~~ Exceptions~~.~~ and Application.

(1) through (4) – Omitted as unchanged.

(5) These standards shall be administered as follows:

(a) Compliance with current parking standards is not required when the use of a building or property changes to another use permitted by right in the zoning district within which it is located, unless specifically stated otherwise in this Article, and no site plan is in effect for the existing development of the property. When the property has been developed in accordance with a site plan, the new use shall comply with current standards unless a variance is sought and obtained from the Board of Zoning Appeals.

(b) Compliance with parking standards is required for any new special exception use. However unless otherwise stated, there is no prohibition that prevents the Board of Zoning Appeals considering and approving variances in conjunction with a special exception application. Considering parking variances associated with a special exception shall be done in accordance with the criteria used to consider requests for variances.

(c) Uses described in the use charts found in Section Z that include a requirement to comply with the parking standards shall mean that the Board of Zoning Appeals is precluded from considering applications for variances to reduce that parking requirement. Full compliance with current parking standards of Section O is required for the use to be permitted.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-11	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Permit existing non-residential buildings in the CG district to be converted to mixed use to include residential uses and eliminate the cap on the acreage of a property for construction of new mixed-use buildings.		
Justification: There is a serious housing shortage in the region and state, and innovative methods are needed to encourage the construction of a variety of forms of new housing. Also, an urban environment is "ground zero" for mixing uses, and as an urban jurisdiction, the City should play a leadership role in mixed-use development. To ensure buildings and sites are appropriate for such development or redevelopment successfully, parking must be provided in accordance with current requirements and a minimum number of new dwellings must be created. The minimum number of units create is necessary in order to avoid isolated apartments with isolated residents in commercial areas and to provide meaningful impact in the effort to increase the housing inventory in the City.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Section Z.1 - Use Chart for Agricultural and Residential Zoning Districts (begins page 4-151)

Use	CG	CR
Mixed use building(s) ~~(new construction)~~ of commercial and residential units, ~~on a lot or parcel of 15 acres or less existing as of April 23, 2020~~, subject to criteria in Section F.2.b(9), and performance standards as found in Article 5, Section I.11. Existing buildings converted or added to for the purpose of introducing mixed-use shall provide parking for the entire building in accordance with Section O and all new buildings and retrofitted existing buildings shall create a minimum of at least six new dwelling units.	P	P

Article 4, Section F.2.b(9) (page 4-36):

(9). Performance Standards for Mixed Use Buildings in the CG and CR Zoning Districts:

(a). ~~The land on which a mixed use building (or buildings) is proposed shall not exceed 15 acres in area, including all lands within the legal description of the property, as it existed April 24, 2020.~~

All remaining subsections remain unchanged, but will be renumbered, with current (b). becoming (a)., etc. to compensate for the removal of this provision.

Article 5, Section I.11 (page 5-65):

11. Design Standards for Mixed Use Buildings in the CG and CR Zoning Districts.

The improvements shall be designed so that:

Subsections a and b are omitted as unchanged.

c. A minimum of two-hundred (200) square feet of usable open space and/or balcony area shall be provided per unit. This shall be in addition to whatever normal open use areas that would have otherwise been designed for the building's ground level commercial uses. This open space may be a mixture of green scape and amenity-providing hardscape areas subject to the Planning Commission's determination that the proposed design meets the intent of this Subsection to provide outdoor living area and recreational opportunities for residents of the building(s).

Subsection d is omitted as unchanged.

e. Building standards are as follows:

(1) The vertical plane of the building facade shall be broken up with a high level of articulation (e.g., projecting entry or window features, recessed elements, transparent storefronts, identifiable ~~retail~~ commercial spaces, and awning entrance canopies). The ground level facade for a multi-level structure should have a distinct appearance from the facade or the floor levels above. The entirety of the at-grade floor area is not required to present commercial storefronts since some uses that are permitted herein, such as professional offices, may not necessarily require a commercial storefront type entrance. However, at-grade levels shall be not be used for residential purposes, and shall present a commercial appearance that includes direct-access commercial facades as part of the design.

Sub-section e.2 through 6 and sub-section f omitted as unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-12	**Is this a new issue or one previously discussed?**	Previous
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Add 3 permitted uses in the CR District, including carpet and upholstery cleaning services, specialty trade contractors with interior storage, and light manufacturing when interior is 25,000 sqft or less as a special exception use. Add flex uses to the CR District.		
Justification: These three uses are permitted in the County's HI District, a comparable zoning district to the City's CR. Future annexation requests would not have non-conforming uses or zoning inconsistencies.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

This proposal combines two very related proposals that were in your initial package of proposals.

Article 4, Section Z.2 - Use Chart for Mixed Use and Non-Residential Districts (begins page 4-169)

Use	CR
Carpet and upholstery cleaning services (56174).	P
Specialty Trade Contractors (238)	P
Specialty Trade Contractors (238), with storage and preparation confined to interior of building.	P
Manufacturing, Light, when interior space is 25,000 square feet or less in gross floor area.	SE
Warehouse/Flex space, provided warehouse space does not exceed more than 50% of the total gross floor area of the building. [Ed. Note: See performance standards for this use in Section F.2.b.(11) when in the CR and POM Districts. If space includes light manufacturing in a POM District, a special exception is required.]	P

Article 4, Section F.2.b(11) (page 4-38) (Duplicate of language regarding flex space in another proposal)

(11) Performance Standards for Warehouse/Flex in the CR and POM Districts:

(a) Buildings shall be occupied by professional, scientific or technical service enterprises and/or light manufacturing enterprises (a special exception shall be required for light manufacturing)

b) Total floor area of a single building shall not exceed 50,000 square feet, however a property may contain more than one such building if designed within a business park setting;

(c) Warehouse space may occupy up to 90 percent of an occupant's floor area within a building if the property is accessed directly from a major collector or arterial roadway or accesses such roadways through commercially or industrially zoned land; and

(d) If the property does not have direct access to a major collector or arterial roadway or does not access such roadways through commercially or industrially zoned land, warehouse space shall not exceed 50 percent of the occupant's floor area.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-13	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Remove triplexes and quadplexes as a permitted use in the RMED District.		
Justification: The County's comparable zoning districts to the City's RMED does not allow triplexes and quadplexes. This text amendment would remove zoning inconsistencies that may be an issue with future annexation requests.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Section Z.1 - Use Chart for Agricultural and Residential Zoning Districts (begins page 4-151)
Deletes quadraplexes and triplexes from the mix of housing uses in the RMED District.

Use	RMED
Dwelling, quadplex, in cluster developments only, subject to minimum lot requirements.	~~P~~
Dwelling, triplex, in cluster developments only, subject to minimum lot requirements.	~~P~~

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-14	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Remove reference to substance abuse from the use chart where it is attached to hospitals		
Justification: Drug detoxification facilities are addressed elsewhere in the use chart due to ordinance amendments in recent years, and removing this reference will eliminate some confusion.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Charts A and B (both charts) (pages 4-153 and 4-158)

Hospitals, including psychiatric~~, substance abuse~~ and specialty hospitals (622).

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-15	**Is this a new issue or one previously discussed?**	Previous
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Limit the number of alternate living units and group homes in multi-unit buildings.		
Justification: These uses permit, by law, larger groups of people in one dwelling unit than typically found in a family. If someone secures a 12-unit apartment building, for example, and turned each unit into a small group home where up to 9 residents are permitted, there could be over 100 people living in one 12-unit apartment building. (NOTE: This is an extreme example. Building and housing codes would put additional restrictions on occupancy). This provision allows for such units to be included in multi-family areas at a density consistent with or greater than less dense zoning districts, avoiding entire buildings or most of buildings being repurposed for this use.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Charts A and B (both charts) (pages 4-153 and 4-158)

	AT	RMOD	RMED	RH	RO
Alternative living units, small group homes and small halfway houses. When a building contains 3 or more units, small group homes and small halfway houses occupied by 4 to 9 residents, shall be limited to 1 unit within the building.		P	P	P	P
Large group homes and large halfway houses, one per structure.				P*	
Large group homes and large halfway houses, only in pre-1956 apartment buildings one per structure.		P			
Large group homes and large halfway houses, only in mansion house apartment buildings, one per structure.			P		P

The same language would be added to Chart B for 5 uses (a fifth one addressing PUDs). Chart omitted as duplicative to the above.

In this arrangement, since alternative living units are occupied by 3 or fewer people, they are little different than any household, would not be affected by this provision, and permitted in any dwelling. These requirements only begin to apply when you get to small group homes of 4 or more residents and to large group homes.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-17	**Is this a new issue or one previously discussed?**	New
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	Yes
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Remove reference to additions to buildings in Conversion overlays having to be located in the space least visible to the general public.		
Justification: This change is suggested for consistency with recent change to the Local Conversion overlay which removed the same provision in that overlay. Removing this limitation eliminates an arbitrary requirement that may not be appropriate in some cases, such as the Potomac Dental stair tower addition on their property on Cypress Street. The tower was most appropriately placed on the front of the building, given the design of the structure and the peculiarities of the lot precluding it from being located elsewhere on the building.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 4, Section J.2.(i)(2) on page 4-71

(2). Additions shall be designed consistent with the architectural theme of the structure ~~and shall be located in the space least visible to the general public~~.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Requested Amendment: Doub Annexation Agreement – Kathleen Maher, Director of Planning and Code Administration and Ann Rotz, City Attorney

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_Packet_Amend_Doub_Annexation_Agreement_2_13_2025.pdf	Requested Amendment to Doub Annexation Agreement

CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department
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MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director of PCAD
Ann Rotz, City Attorney

DATE: February 13, 2025

SUBJECT: Requested Amendment to Doub Annexation Agreement

Request

The owners of the properties associated with the Doub Annexation, A-2008-02, are requesting amendments to an existing annexation agreement that includes several conditions associated with a development plan which has been abandoned and would likely never be accomplished in the current commercial market conditions.

Planning staff support removing a number of the conditions from the 2009 enacted agreement and have worked with the owners and the City Attorney on the draft for a new agreement. Per the annexation agreement, both parties must approve for the agreement to change.

The property owner's attorney will be present at the February 18 work session to discuss the requested amendment with the Mayor and Council.

Background

At the time of the proposed annexation in 2008-2009, the property owners had a developer under contract to develop a 900,000 square foot regional retail and entertainment center, 210,000 square feet of office, and a 120-room hotel. Following the public hearing on April 22, 2008, the Mayor and Council negotiated with the developer for months due to concerns of the impact of the development on surrounding residential properties and the potential impact on the downtown commercial market. Eventually the parties agreed upon a list of conditions which are in the current annexation agreement.

The existing County zoning would not entirely allow for the proposed type of development, so express approval of the city zoning was required from the County Commissioners. After many months with no action taken by the Commissioners, we were forced to conclude no approval was granted. By late 2009, the property owners had lost their developer due to the elapsed time and falling economic conditions, but decided to move ahead with annexation. The annexation agreement was tweaked before adoption given the lack of development plan, but it still closely matched what the developer had agreed to in the earlier language.

The annexation resolution was adopted on December 22, 2009 and the annexation became effective on February 5, 2010. The properties were zoned C4 (Commercial Regional) and POM (Professional Office Mixed-Use), however the owners had five years to wait to use the City zoning due to the lack of express approval for the change from the County. During the 2020 comprehensive rezoning, the property was zoned entirely CR (Commercial Regional) to provide maximum flexibility.

Current Annexation Agreement Conditions

The adopted annexation agreement outlined the following conditions:

1. No city property taxes for five years or until the properties sell or receive a municipal service or the Doub tract receives site plan approval, whichever comes first. (This condition has been satisfied and the property has been paying city taxes for the past 9 years.)
2. The developer shall contribute $0.05 per gross square foot of commercial and office development for each commercial space for five years following receipt of use and occupancy permits. The contribution will be used by the City to promote and market the redevelopment of downtown Hagerstown.
3. There shall be a 40 foot landscaped buffer where the development abuts existing residential development.
4. All traffic improvements shall be developed in conjunction with SHA, the County and the City.
5. Any outparcels developed along I-70 or U-40 shall have "front elevation" level of architectural attention on all four facades.
6. Upon completion of 120,000 square feet of retail space, if requested by the City, the developer shall contribute two buses to the City for transporting visitors to the development between it and the downtown and for shuttling City residents to the development for employment.
7. The developer will work with the City and the County to establish a second means of access to the property. (The primary access was shown via a new road to the Dual Highway.)

Per the agreement, it cannot be amended without written agreement signed by all parties – the City and the property owners. If there is dispute regarding an amendment request, the parties agree to submit to non-binding mediation prior to filing any lawsuit.

Proposed Development Under Consideration

The property owners have been shopping the tract to developers ever since the annexation and only recently drew interest from a residential developer. At present a proposal for a Planned Unit Development Regional (PUD-R) overlay zone for a mixed-use development is in process from the Doub farm property owners and the Dual Highway road-access property owners. The contract purchaser of the Doub Farm is the owner of the road-access properties, Washco Development, who will oversee the development of the tract. The phase one plan includes a large piece of the tract to be sold to a home-builder for single-family and townhouse

development and for a commercial/industrial section on the east side of the tract in partnership with another enterprise. The plan for future phases includes land proposed for commercial, mixed-use, and multi-family development with future development partners. Phase one of the development would access from Landis Road. Future phases would also access from a new road to the Dual Highway.

The PUD-R concept plan proposal shows residential properties along Landis Road where the current annexation agreement requires a deep landscaped buffer. The proposed PUD-R concept plan as currently proposed cannot be approved without also amending the annexation agreement to at least remove that buffer condition.

Requested Amendment to Annexation Agreement

The owners of the affected Doub annexation parcels have submitted a request to amend the annexation agreement by submitting an entirely new agreement for the Mayor and Council's consideration. The City Attorney and I have been involved with review of the proposal to get it to the point of review by the Mayor and Council.

The proposal requests removing the current conditions in favor of a new list of conditions given the current plan to develop a PUD-R and not a major regional commercial center:

1. The owners will work towards City approval of a PUD for the Doub Farm under the development conditions of City code.
2. All traffic improvements shall be developed in conjunction with SHA, the County and the City. The owners agree to work with the City and the County to establish a means of access with the Dual Highway, as well as Landis Road.
3. The timing of the Dual Highway connection shall be controlled as follows:
    a. By the conditions of approval in the PUD overlay, but not until after Phase 1 of development and no later than 10 years after Phase 1 approvals are received. Phase 1 includes up to 415 residential units and up to 25,000 square feet of industrial development. Prior to issuance of any use and occupancy permits for any development after Phase 1 of the PUD, the connection to the Dual Highway shall be built.

        OR

    b. In conjunction with the site plan and permitting process for any commercial development occurring without a PUD overlay, with access complete by the first commercial use and occupancy permit.

Update on Planning Commission Review of the PUD-R Overlay

The Commission held a public review meeting on January 29th which drew a large audience of residents from the area outside the city and from the mosque which adjoins the Doub farm. Many concerns were expressed over the proposed density of development and the traffic impact on Landis and Day Road. On February 12, the Commission deliberated on the hearing input and the proposed plan and voted to recommend against the overlay due to concerns about conflicts with the definition of a PUD-R in the code, the timing of the connection to the Dual Highway,

and the uncertainty that the second phase would be fully completed which is required for the PUD-R to meet code requirements. The property owners have decided to proceed with the Mayor and Council review. Staff will present more details on the PUD-R proposal at the March 11 work session in preparation for a public hearing on March 25.

Staff Recommendation

Staff recommend modifications to the current annexation agreement because of concerns about the enforceability of conditions for two buses and fees from commercial development intended to assist the downtown. Other conditions involving buffering and road access we felt could be handled with the development review process, but the property owners would like specifics spelled out in the agreement because it is critical for their development plan. City staff feel that the connection to the Dual Highway is of paramount importance. The County and the State have reviewed a traffic study for the PUD-R overlay plan and they have both indicated that the Landis Road network would be sufficient for Phase 1. The uncertain timing of the Dual Highway connection has raised concerns for staff and the Planning Commission.

Since review of the PUD-R is occurring concurrently, the final language on the conditions in the annexation agreement could be tweaked, if necessary, as the Mayor and Council reach a consensus on the PUD-R.

Attachments: A-2008-02 Doub Annexation Agreement and Property Map
Requested Annexation Agreement Amendment from the Property Owners

c: Jason Morton, City Attorney
Paul Flynn, Attorney Representing Owners
Sassan Shaool, Property Owner
Jim Doub, Property Owner
Troy Brawner, Property Owner
Jill Thompson, Director of DCED
Steve Bockmiller, Zoning Administrator/Development Review Planner
Joanna Wu, Planner

ANNEXATION AGREEMENT
BETWEEN DOUB REAL ESTATE PARTNERSHIP, SHAOOL HOLDINGS LLC, DAY ROAD BUILDING LLC, AND ROBIN BRAWNER AND TROY BRAWNER AND THE CITY OF HAGERSTOWN, MARYLAND

This **ANNEXATION AGREEMENT** (hereinafter "Agreement"), made this 23rd day of December, 2009, regarding a 141.69 acre aggregation of parcels defined below as the Property, by and between 1) Doub Real Estate Partnership ("Doub"), its successors and assigns, the owner of the 112.22 acre portion of the Property (the "Doub Farm"); 2) Shaool Holdings LLC and Day Road Building LLC (collectively, "Shaool"), and 3) Robin Brawner and Troy Brawner ("Brawner") and any and all of its or their assigns, purchasers, transferees, successors in interest and predecessors in interest (Doub, Shaool and Brawner hereinafter collectively "Petitioners"), and the City of Hagerstown, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter "the City").

WITNESESSETH

WHEREAS, the Petitioners are the owners of several parcels of land, which together with certain road rights of way contain in the aggregate 141.69 acres of land, more or less, as more particularly described in the legal description attached hereto as Exhibit 1 and as shown on a plat attached hereto as Exhibit 2 (hereinafter collectively "the Property"); and

WHEREAS, the Property is adjacent and contiguous but outside the current existing corporate limits of the City; and

WHEREAS, the Petitioners have petitioned the City for annexation of the Property (hereinafter "the Petition"), pursuant to the City Code, Chapter 68 and the Maryland Code, Article 23A, §19; and

WHEREAS, the Petition has been determined to be in order and compliant with the City Code and the Maryland Code by the attorney for the City; and

R-08-01

WHEREAS, on January 29, 2008 the City of Hagerstown introduced a Resolution known as "Doub Property/A-2008-02" (hereinafter "the Resolution") for the annexation of property identified therein, and on April 22, 2008, Petitioners revised their Annexation petition to request zoning classifications of C-4 (Regional Shopping Center) and POM (Professional Office Mixed-Use) for their property; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a Public Hearing was held on April 22, 2008 on said Resolution; and

WHEREAS, a Second Amended Petition was filed by the Petitioners on March 24, 2009 and an Amended Resolution was introduced by the City of Hagerstown on August 25, 2009; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a second Public Hearing was held on October 27, 2009 on said Resolution, as amended; and

WHEREAS, the public hearings, both as originally scheduled and conducted, and as subsequently scheduled and conducted, were advertised in compliance with the Maryland Code, Article 23A, §19; and

WHEREAS, a copy of the public notice for the public hearing was provided to the governing body of the County, and regional, and State planning agencies having jurisdiction within the County; and

WHEREAS, an annexation plan was developed by the City and provided to the governing body of Washington County, the State Department of Planning and any regional and State planning agencies having jurisdiction within the County at least 30 days prior to the holding of the public hearing as required by the Maryland Code, Article 23A, §19(o)(3)(i); and

WHEREAS, the City Council of Hagerstown and the Mayor of Hagerstown held the

public hearings on April 22, 2008 and October 27, 2009 and thereafter considered and approved the Resolution as amended, subject to certain conditions set forth in the Resolution as amended and subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19(e), the annexation was made effective forty-five (45) days after the enactment of the Resolution; and

WHEREAS, no petition for referendum on the Resolution was received by the City meeting the requirements of the Maryland Code, Article 23A, §19(f) or (g) and, therefore, the Resolution became final after expiration of forty-five (45) days after its enactment, subject to execution of this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof

2. The Property shall be subject to municipal taxes as follows:

   A. City of Hagerstown municipal real property taxes (hereinafter referred to as "City taxes") shall not be imposed on any of the properties presently owned by Shaool or Brawner (singularly, an "Individual Property" and collectively, the "Individual Properties") until the first to occur of the following:

      i. Title to an Individual Property is conveyed from the current owner to a subsequent owner by arms length transaction for monetary consideration; or
      ii. An Individual Property receives any municipal service from the City not being provided as of the date of this Agreement; or
      iii. Five (5) years from the date such Individual Property is accepted for and approved for annexation by the City.

   B. City Taxes shall not be imposed upon the Doub Farm until the first to occur of the following:

      i. A site plan that allows for the development of all or any part of the Doub

Farm is approved by the City, and either 1) the Board of County Commissioners of Washington County have given express approval to the City's zoning classification for the Doub Farm, 2) such express approval is not required in order to commence development of the use established by said site plan, or 3) if such express approval is required for the proposed development, but not given, five (5) years have elapsed from the date this annexation is adopted by the City; or

ii. The title to the Doub Farm or any part thereof is conveyed to another entity by arms length transaction for monetary consideration (this provision is not intended to apply to the conveyance of any portion of the Doub Farm to governmental agencies or interfamily transfers which are not related to the development of the Doub Farm); or

iii. Five (5) years from the date the Doub Farm is accepted for and approved for annexation by the City unless the City changes the zoning of the Doub Farm during this 5 year period without Doub's consent, in which case the 5 year period will be from the date such zoning change is final.

3. The Petitioner(s) or developers of the Property shall contribute to the City an annual contribution of $.05 per gross square foot of newly developed commercial or office building area located on the Property, with such contributions beginning upon issuance of the first certificate of occupancy, not to be less than $20,000 per annum for such initial contribution, for a period of five (5) years; it being agreed that the owner(s) or developer(s) of the building being constructed and for which the certificate of occupancy is issued shall be responsible for the payment of the required contribution for such building. Subject to the foregoing provisions, as further development occurs, regardless of timing, such contribution for that further development will commence upon the issuance of additional certificates of occupancy, at the same rate of $.05 per gross square foot (reduced by any gross square foot overpayment under the initial contribution resulting from the payment of the $20,000 minimum), and will continue for a period of five (5) years per building. This contribution shall be used by the City to promote and market the redevelopment of downtown Hagerstown.

4. The development of the Doub Property shall include a forty foot (40') vegetated buffer where it abuts existing residential development (to be measured from the Property's boundary line if abutting a public street), or greater than forty feet (40') to the extent required by applicable regulation. Sculpted berms and vegetative buffers along the Doub Property boundaries shall be provided as deemed appropriate by the City of Hagerstown Planning Commission.

5. All traffic improvements shall be developed in conjunction with the State Highway Administration, Washington County, and the City of Hagerstown.

6. If any outparcels are to be created along Interstate 70 or U.S. Route 40, any proposed building located on any such outparcel will be treated and reviewed architecturally on all four sides of such building, with primary façade treatment along such highways.

7. At the request of the City, the Petitioners or developer(s) of the Property, individually or collectively, upon completion of 120,000 square feet of retail space on the Doub Farm, shall contribute two (2) buses to the City for the purpose of (i) transporting visitors to the development between it and downtown Hagerstown, and (ii) shuttling City residents to the development for employment.

8. The Petitioners or developer(s) of the Property, individually or collectively, agree to work with the City and Washington County government to establish a second means of access to the Property.

9. This Agreement is contingent upon approval by the City Council of the Resolution and its passage in any referendum pursuant to the Maryland Code, Article 23A, §19(f) or (g); the City Council's approval of the terms and conditions of this Agreement; and the

execution of this Agreement.

10. The Agreement becomes effective only if and on the date that the Resolution becomes finally and legally effective pursuant to the Maryland Code, Article 23A, §19(e) or (l).

11. This Agreement may be signed in counterparts.

12. This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

13. This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed. Notwithstanding the aforegoing to the contrary, nothing in this Agreement shall be construed to preclude the City from including the Property or any portion thereof in a special taxing district, public facility district or similar taxing district for the purpose of financing public infrastructure, or from requiring the Petitioners or their successors and/or assigns from participating in a road club or other public infrastructure improvement body, subject, however, to the time limitations set forth in Paragraph 2, above.

14. This Agreement may not be modified except in a written agreement signed by both parties.

15. In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed-upon by the parties or if unable to agree, assigned by the American Arbitration Association.

16. In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court of Maryland for Washington County.

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

Eleanor N. Bell

DOUB REAL ESTATE PARTNERSHIP

By: _____ (SEAL)
JAMES C. DOUB,
Managing General Partner

12/21/09
Date

Michelle L. Thompson

SHAOOL HOLDINGS, LLC

By: _____ (SEAL)
SASSON E. SHAOOL, Member

12/17/09
Date

R-08-01

DAY ROAD BUILDING LLC

By: _____ (SEAL)
SASSON E. SHAOOL, Member

12/17/09
Date

_____ (SEAL)
ROBIN BRAWNER

12/17/09
Date

_____ (SEAL)
TROY BRAWNER

12/17/09
Date

STATE OF MARYLAND, COUNTY OF BALTIMORE :

I HEREBY CERTIFY, that on this 21st day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared James C. Doub, known to me (or satisfactorily proven) to be the Managing Partner of Doub Real Estate Partnership, a Maryland general partnership, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NANCY L. ELINE NOTARY PUBLIC BALTIMORE COUNTY, MD.

Notary Public
My Commission Expires: 11/2011

R-08-01

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Shaool Holdings LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Day Road Building LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robin Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Troy Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: May 15, 2011

WITNESS:

Donna K. Spickler

CITY OF HAGERSTOWN

R E Bruchey II (SEAL)
By: Robert E. Bruchey, II, Mayor

December 23, 2009
Date

R-08-01

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 22 day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robert E. Bruchey, II, known to me (or satisfactorily proven) to be the Mayor of the City of Hagerstown named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

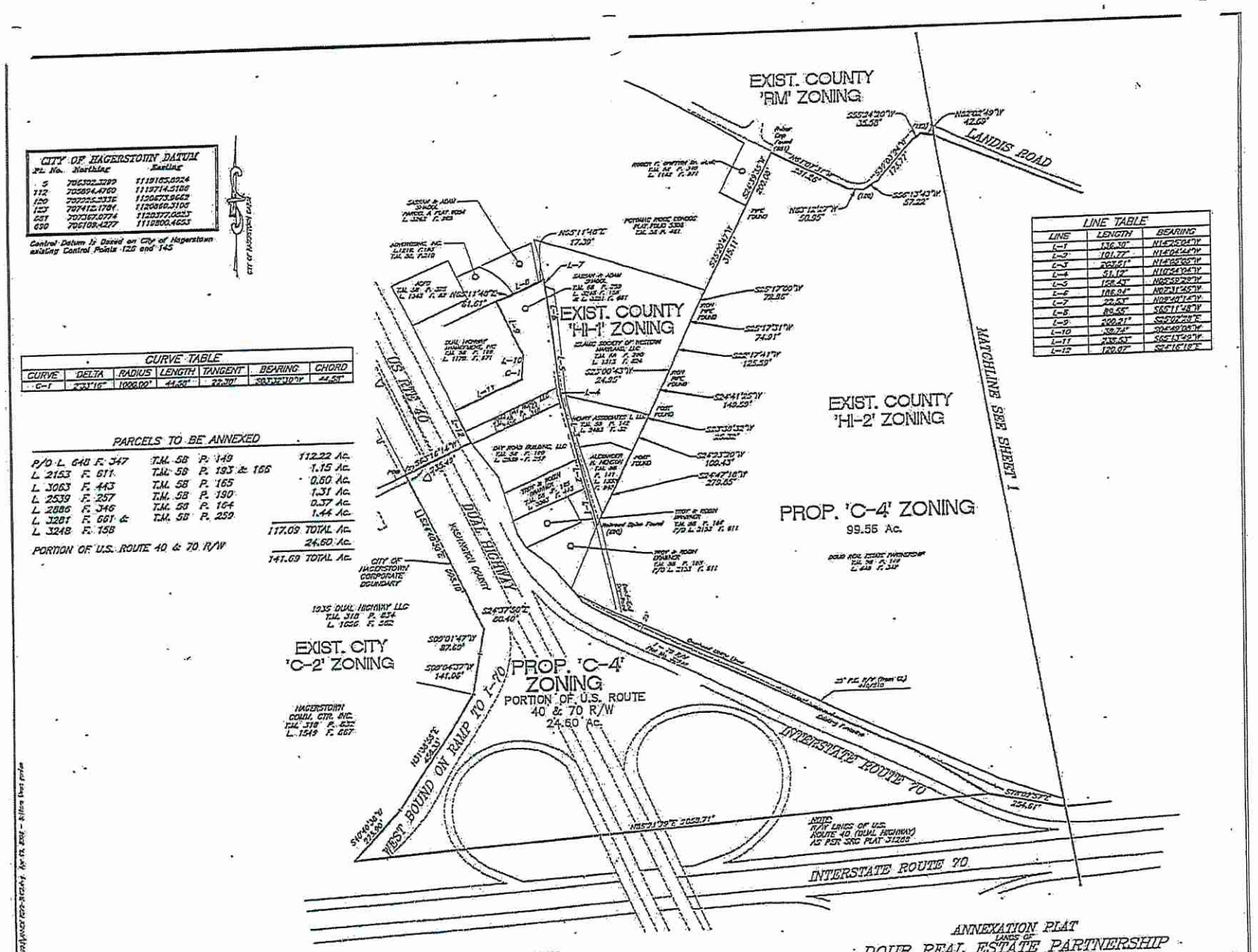
Brenda Hawbaker
Notary Public
My Commission Expires: 3/24/2013

B0920750.DOC



Brenda Hawbaker
NOTARY P[illegible]LIC
Washington County
State of Maryland
My Commission Expires
March 24, 2013

R-08-01



CITY OF HAGERSTOWN DATUM		
Pt. No.	Northing	Easting
5	706302.3389	1119165.0224
112	705894.4760	1119714.5186
120	707225.3336	1120673.9663
125	707412.1791	1120880.3106
651	707167.0774	1120377.0223
650	706108.4277	1119800.4653

Control Datum Is Based on City of Hagerstown existing Control Points 125 and 145

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C-1	2°33'16"	1000.00'	44.58'	22.30'	S81°32'30"W	44.58'

LINE TABLE		
LINE	LENGTH	BEARING
L-1	136.30'	N14°25'04"W
L-2	101.77'	N14°04'44"W
L-3	207.51'	N14°05'05"W
L-4	51.12'	N10°54'04"W
L-5	128.43'	N02°59'29"W
L-6	186.04'	N07°31'45"W
L-7	22.63'	N08°49'14"W
L-8	89.55'	S85°11'48"W
L-9	200.21'	S82°02'28"E
L-10	39.71'	S04°40'06"W
L-11	235.63'	S85°15'29"W
L-12	120.07'	S24°16'18"E

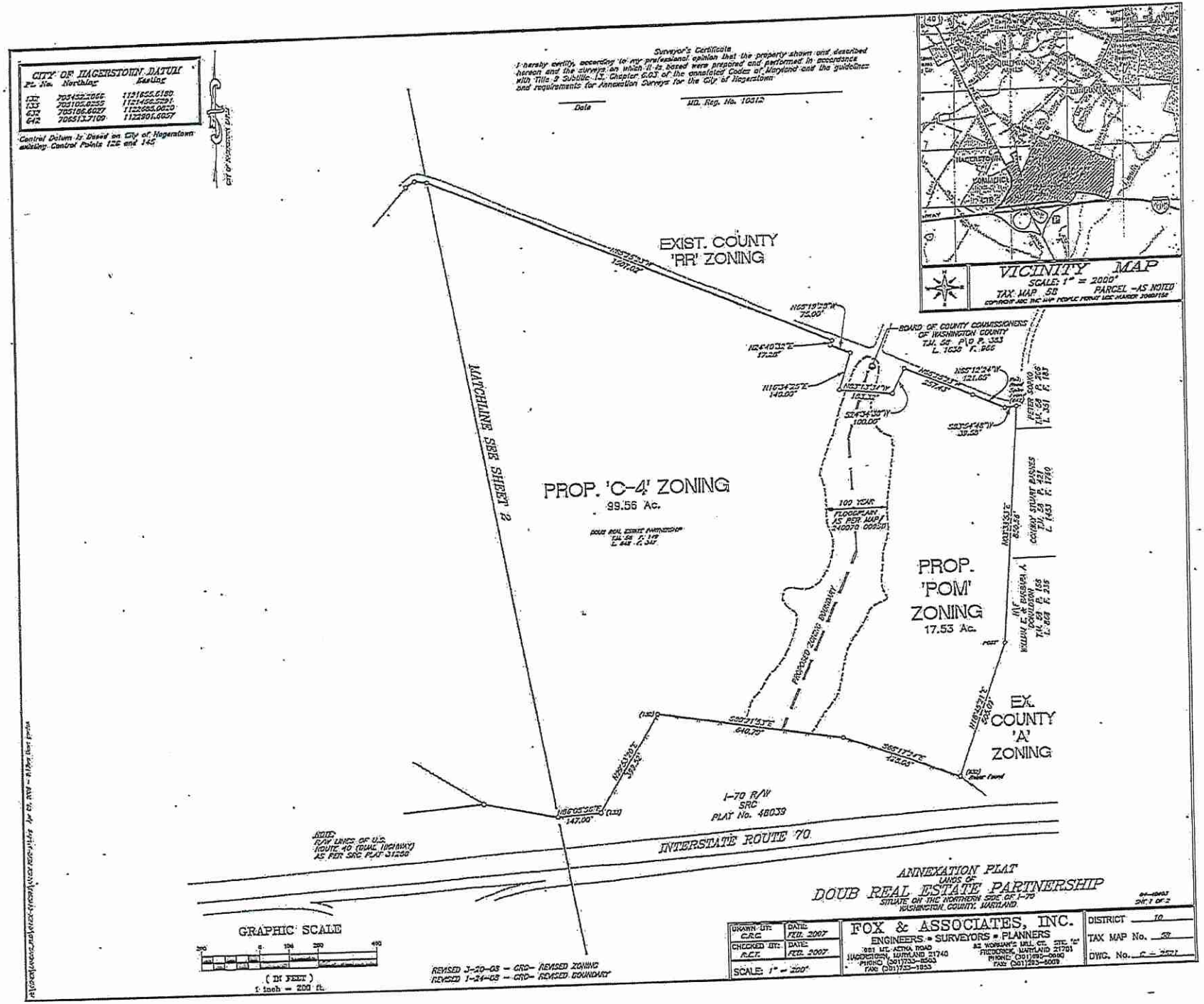
PARCELS TO BE ANNEXED

P/O L. 640 F. 347	T.M. 58	P. 149	112.22 Ac.
L. 2153 F. 611	T.M. 58	P. 193 & 166	1.15 Ac.
L. 3063 F. 443	T.M. 58	P. 165	0.60 Ac.
L. 2539 F. 257	T.M. 58	P. 190	1.31 Ac.
L. 2686 F. 346	T.M. 58	P. 164	0.37 Ac.
L. 3281 F. 661 &	T.M. 58	P. 259	1.44 Ac.
L. 3248 F. 158			117.09 TOTAL Ac.
PORTION OF U.S. ROUTE 40 & 70 R/W			24.60 Ac.
			141.69 TOTAL Ac.

ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND

SHT 2 OF 2

DRAWN BY: C.E.C.	DATE: FEB. 2007	FOX & ASSOCIATES, INC. ENGINEERS • SURVEYORS • PLANNERS	DISTRICT 10
CHECKED BY: R.C.T.	DATE: FEB. 2007	251 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740 PHONE (301)733-8503 FAX (301)733-1853	TAX MAP No. 57
SCALE: 1" = 200'		82 WORMAN'S MILL CT. STE. 'G' FREDERICK, MARYLAND 21701 PHONE (301)695-0600 FAX (301)293-6009	DWG. No. C-5-2071


CITY OF HAGERSTOWN DATUM
Pt. No. Northing Easting
133 705432.2066 1121655.6180
139 705105.6255 1121466.2291
632 705186.6027 1122665.0620
642 706513.7109 1122901.6057
Control Datum is based on City of Hagerstown existing Control Points 122 and 142
Surveyor's Certificate
I hereby certify, according to my professional opinion that the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9 Subtitle 13, Chapter 603 of the annotated Codes of Maryland and the guidelines and requirements for Annexation Surveys for the City of Hagerstown
Date
MD. Reg. No. 10312
EXIST. COUNTY 'RR' ZONING
MARSHALL SEE SHEET 2
PROP. 'C-4' ZONING
99.56 Ac.
DOUB REAL ESTATE PARTNERSHIP
TAX 58 F. 119
L. 248 F. 347
PROP. 'POM' ZONING
17.53 Ac.
EX. COUNTY 'A' ZONING
100 YEAR FLOODPLAIN AS PER MAP # 240070 0005B
PROPOSED ZONING BOUNDARY
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY TAX 58 P/O P. 333 L. 1035 F. 866
PETER DAVID TAX 58 L. 1351 F. 187
COLBY STUART BARNES TAX 58 P. 121 L. 1410
WILLIAM E. & BARBARA Y. DONALDSON TAX 58 P. 116 L. 1413 F. 215
I-70 R/W SRC PLAT No. 48039
INTERSTATE ROUTE 70
NOTE: R/W LINES OF U.S. ROUTE 40 (DUAL HIGHWAY) AS PER SRC PLAT 31238
VICINITY MAP
SCALE: 1" = 2000'
TAX MAP 58 PARCEL -AS NOTED
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
REVISED 3-20-03 - CRC- REVISED ZONING
REVISED 1-24-03 - CRC- REVISED BOUNDARY
ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND
SHT 1 OF 2
DRAWN BY: C.R.C. DATE: FEB. 2007
CHECKED BY: A.C.T. DATE: FEB. 2007
SCALE: 1" = 200'
FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
301 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740 PHONE (301)733-8503 FAX (301)733-1853
82 WORMAN'S MILL CT. STE. "E" FREDERICK, MARYLAND 21701 PHONES (301)695-0600 FAX (301)293-8009
DISTRICT 10
TAX MAP No. 58
DWG. No. C-2521

FLYNN & CLARKE
LLC

February 13, 2025

The Honorable Mayor William McIntire
and Council Members for the City of Hagerstown
ATTN: Kathleen A. Maher, AICP
1 E. Franklin Street
Hagerstown, Maryland 21740

VIA EMAIL ONLY
kmaher@hagerstownmd.org

RE: Proposed Amendment to December 23, 2009, Annexation Agreement

To the Honorable Mayor William McIntire and Council Members,

I am enclosing a proposed Amended Annexation Agreement for the 142 acres known as the Doub Farm, which includes several parcels of land at the intersection of the Dual Highway and Route 70. My clients, Shaool Holdings, LLC and Day Road Building, LLC, own several of the parcels, and have most of the rest of the site under contract to purchase from Doub Real Estate, LLC. A small portion of the site is owned by Mr. Troy Brawner, who has expressed support for this initiative.

The City annexed the Doub Farm properties effective February 5, 2010, but the developer at the time walked away from the project. We have a new vision for it and the first step is to amend the 15-year-old annexation agreement to facilitate a project that aligns with market demand and will serve the City's housing priorities. Our proposed Amended and Restated Annexation Agreement is enclosed with this letter, in draft, along with the original annexation resolution and agreement from years ago, for your reference. We will continue to work with the other landowners to gather comments and will share your feedback to our proposal.

Specifically, we want to leave behind the old, high-intensity commercial center concept that was the basis for the annexation agreement. It is not viable. Our market analysis shows that a combination of single family, townhome, and multi-family residences over approximately 60% of the site, with commercial and industrial components, could be developed as an attractive new community while supplying a pipeline of available homes for sale in the City limits.

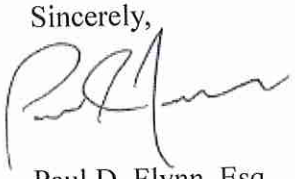
We have already begun engaging with Ms. Kathleen Maher and her team in the City's Planning & Code Administration Department. When the amended annexation agreement is signed, we intend to work closely with them to submit a Planned Unit Development application and complete the rigorous review and approval process. With the Department's assistance we will ensure that the project meets or exceeds the design standards and best practices of the City's Land Management Code. This will include the appropriate steps to make the new development compatible with existing, adjacent homes, and to have any new development adjacent to the I-70 exit ramp designed to present a 'public' side facing the ramp rather than a 'rear service' side.

You will notice that the proposed amendment to the annexation agreement does not address planning details; this is intentional. We intend to work with City staff in the development of these details within the PUD process to ensure that the project meets the City's requirements.

31 W. Patrick Street, Suite 120
Frederick, Maryland 21701
PHONE: 240-575-9146
flynnandclarke.com

Thank you for your time.

Sincerely,



Paul D. Flynn, Esq.

Enclosures

cc: Joseph S. Welty, Esq.

AMENDED AND RESTATED
ANNEXATION AGREEMENT

This AMENDED AND RESTATED ANNEXATION AGREEMENT (hereinafter "Agreement") , made this _____ day of _____, 2025, regarding a 141.69 acre aggregation of parcels defined below as the Property, by and between 1) Doub Real Estate LLC, successor to Doub Real Estate Partnership ("Doub"), the owner of the 112.22 acre portion of the Property referenced as Md tax account 17-032739 (the "Doub Farm"); 2) Shaool Holdings LLC the owner of 2019 and 2049 Day Road, and Day Road Building LLC the owner of 2053 Day Road (Shaool Holdings LLC and Day Road Building LLC hereinafter collectively, "Shaool"), and 3) Troy Brawner ("Brawner"), the owner of 2059 and 2063 Day Road, successor to Troy and Robin S. Brawner, and any and all of its or their assigns, purchasers, transferees, successors in interest and predecessors in interest (Doub, Shaool and Brawner hereinafter collectively "Owners"), and the City of Hagerstown, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter "the City").

WITNESSETH

WHEREAS, the Owners are the owners of several parcels of land, which, together with certain road rights of way, contain in the aggregate 141.69 acres of land, more or less, as more particularly described in the legal description attached hereto as Exhibit 1 and as shown on a plat attached hereto as Exhibit 2 (hereinafter collectively "the Property"); and

WHEREAS, the Property is within the municipal boundaries of the City, having been annexed pursuant to Amended Resolution No. R-08-01, with an effective date of February 5, 2010; and

WHEREAS, the Parties executed that certain Annexation Agreement Between Doub Real Estate Partnership, Shaool Holdings LLC, Day Road Building LLC, and Robin Brawner and

Troy Brawner and the City of Hagerstown, Maryland, dated December 23, 2009, related to the annexation of the Property, which they now mutually desire to amend and restate in its entirety; and

WHEREAS, the parcels that were in 2009 owned by Robin Brawner and Troy Brawner and were annexed into the City as part of the Property, have since been conveyed to and are now solely owned by Troy Brawner; and

WHEREAS, consistent with Md. Code Ann., Local Government Art. 4-416, the City now has exclusive jurisdiction over planning, subdivision control, and zoning of the Property, and may allow development of the Property for land uses substantially different than could be granted in accordance with the zoning classification applicable at the time of the annexation; and

WHEREAS, at the time of the annexation, it was believed that the Property would be suited for high-intensity destination commercial center with nearly 900,000 square feet of retail and entertainment uses, a 120 room hotel and 210,000 square feet of office space; however, in the ensuing decade the developer under contract at the time of annexation withdrew from the project and efforts to market the Property for these purposes have been unsuccessful, leading all interested parties to conclude that the market will not support development consistent with the commercial-focused concept that was proposed at the time of annexation; and

WHEREAS, the Owners believe that the market will support the development of the Property as a Planned Unit Development consisting of approximately 60% residential uses, which shall be a combination of single family, townhouse, and multi-family units and a portion of which will be owner-occupied, and commercial, and industrial uses, the details of which are to be developed consistent with the design standards set forth in the City's Land Management

Code, Building Code, and Fire Code, which will ensure compatibility of uses both internal to the Property and with pre-existing adjacent uses.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The Owners shall proceed in due course and with reasonable diligence to design and apply to the City for approval of a planned unit development encompassing the entire Doub Farm, in accordance with the ordinary procedures and standards applicable under the City Land Management Code. This Agreement does not imply the pre-approval of said application, nor does it ensure that City approval of any specific application shall be granted. No specific conditions or contributions for said planned unit development are mandated or implied herein, but shall be considered and addressed as part of the planned unit development application process in the ordinary course.
3. All traffic improvements shall be developed in conjunction with the State Highway Administration, Washington County, and the City of Hagerstown. The Owners agree to work with the City and Washington County government to establish a means of access to the Property from the Dual Highway, as well as Landis Road. A connection to the Dual Highway is required for development of the Doub Farm. The timing of the required connection to the Dual Highway shall be controlled by the conditions of approval in the PUD overlay, which shall (a) allow the construction of up to 415 residential units and up to 25,000 sq. ft. of industrial use ("Phase 1") before the Dual

Highway connection is established, (b) require the annexation and dedication of the land necessary for the Dual Highway connection no later than the 10th anniversary of the Phase 1 approvals, and (c) require that the Dual Highway connection be built prior to the issuance of use and occupancy permits for any commercial use, for more than 415 residential units, or for more than 25,000 square feet of industrial use If commercial development proceeds without a PUD overlay, the Dual Highway connection shall be required to be made in conjunction with the site plan and permitting process with access complete by the first commercial U&O permit.

4. This Agreement may be signed in counterparts.
5. This Agreement will be construed and governed in its performance by the laws of the State of Maryland.
6. This Agreement represents the entire agreement between the parties and supersedes all prior agreements concerning the Property. There is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated.
7. This Agreement may not be modified except in a written agreement signed by both parties.
8. In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed-upon by the parties or if unable to agree, assigned by the American Arbitration Association.
9. In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties

regarding this Agreement shall be the Circuit Court of Maryland for Washington County.

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

DOUB REAL ESTATE, LLC

_____

By:_____(SEAL)
JAMES C. DOUB,
Managing General Partner

_____
Date

SHAOOL HOLDINGS LLC

_____

By:_____(SEAL)
SASSAN E. SHAOOL, Member

_____
Date

DAY ROAD BUILDING, LLC

_____

By:_____(SEAL)
SASSAN E. SHAOOL, Member

_____
Date

_____

_____(SEAL)
TROY BRAWNER

_____
Date

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared James C. Doub, known to me (or satisfactorily proven) to be the Managing Partner of Doub Real Estate Partnership, a Maryland general partnership, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires:_____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared Sassan E. Shaool, known to me (or satisfactorily proven) to be a member of Shaool Holdings LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires:_____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared Sassan E. Shaool, known to me (or satisfactorily proven) to be a member of Day Road Building LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires:_____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared Troy Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires:_____

WITNESS:

CITY OF HAGERSTOWN

_____

_____(SEAL)
By: William McIntire, Mayor

_____
Date

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared William McIntire, known to me (or satisfactorily proven) to be the Mayor of the City of Hagerstown, named in the foregoing instrument, and acknowledged that she executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

_____
Notary Public
My Commission Expires:_____

AMENDED RESOLUTION NO. R-08-01

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

WHEREAS on January 29, 20008 the City of Hagerstown introduced a Resolution known as "Doub Property/A-2008-02" for the annexation of property identified therein; and

WHEREAS on April 22, 2008, Applicant, property Owners, revised their Annexation petition to request zoning classifications of C-4 (Regional Shopping Center) and POM (Professional Office Mixed-Use) for their property; and

WHERAS a Public Hearing was held on April 22, 2008 on said Resolution and the Revised Petition; and

WHEREAS on October 21, 2008 The Board of Washington County Commissioners declined to grant express approval of the City zoning classifications of C-4 and POM contained in the Revised Petition; and

WHEREAS on March 24, 2009 by Second Amended Petition filed in these proceedings Applicants, the property owners of the property to be a annexed, have requested that the property be annexed as provided for in said Second Amended Petition with the zoning classification requested and heard at the April 22, 2008 Public Hearing and with the Board of Washington County Commissioners declination of approval of October 21, 2008; and

WHEREAS, the proposal to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Second Amended Petition signed by the requisite number of persons as prescribed, and popularly known as the "*Doub Property /A-2008-2"* Annexation for identification; as set forth in Article 23A, Section 19 (c) of the Annotated Code of the Public General Laws of Maryland, as residents, registered voters, and owners of the realty contained within the areas to be annexed; and same is incorporated herein by reference as if set forth into and made a part hereof. See **Exhibit A (the "Property")**;

WHEREAS, the Second Amended Petition for Annexation meets all the requirements of the law, and pursuant to Article 23A, Section 19 (o), of the Annotated Code of Maryland, the Annexation was referred to the appropriate State, Regional, and County planning authorities;

WHEREAS, the City of Hagerstown has determined that the proposed zoning for the Property is inconsistent with the County's adopted zoning;

WHEREAS, the proposed zoning of the area to be annexed to the corporate limits reflects the Future Land Use's of Business Employment and Commercial General, as proposed and designated in the City's 2008 Comprehensive Plan;

Section 1. **Now, Therefore, be it resolved** by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the provisions of Article 23A, Section 19(b) and (c), be and are hereby amended so as to annex and include within said City all that certain area of land together with the persons residing therein and their property, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit B** attached hereto and made a part thereof.

Section 2. **And be it further resolved** by the Mayor and City Council that the petitioner's are requesting that the subject property to be annexed shall have a zoning classification of C-4 and POM, as described in **Exhibit C.**

Section 3. **And be it further resolved that,** the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Second Amended Petition, and has ascertained that the requirements of Article 23A, Section 19, of the Annotated Code of the Public General Laws of Maryland entitled "Annexation", as more fully appears from the certificates of verification subscribed by Donna K. Spickler, City Clerk, which certificates were presented at this meeting and made part hereof, have been met. **See Exhibit D.**

Section 4. **And be it further resolved that** the City of Hagerstown deems it in the best interest of its citizens and for the good government of the City to amend the City Charter so as to annex the Property as hereinafter set forth; provided that the annexation of the Property shall be subject to and governed by the terms of an Annexation Agreement between the Petitioner and the City, a copy of which is attached hereto and made a part hereof as **Exhibit E** (the "Annexation Agreement").

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

Section 6. **And be it further resolved** by the Mayor and City Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler
City Clerk

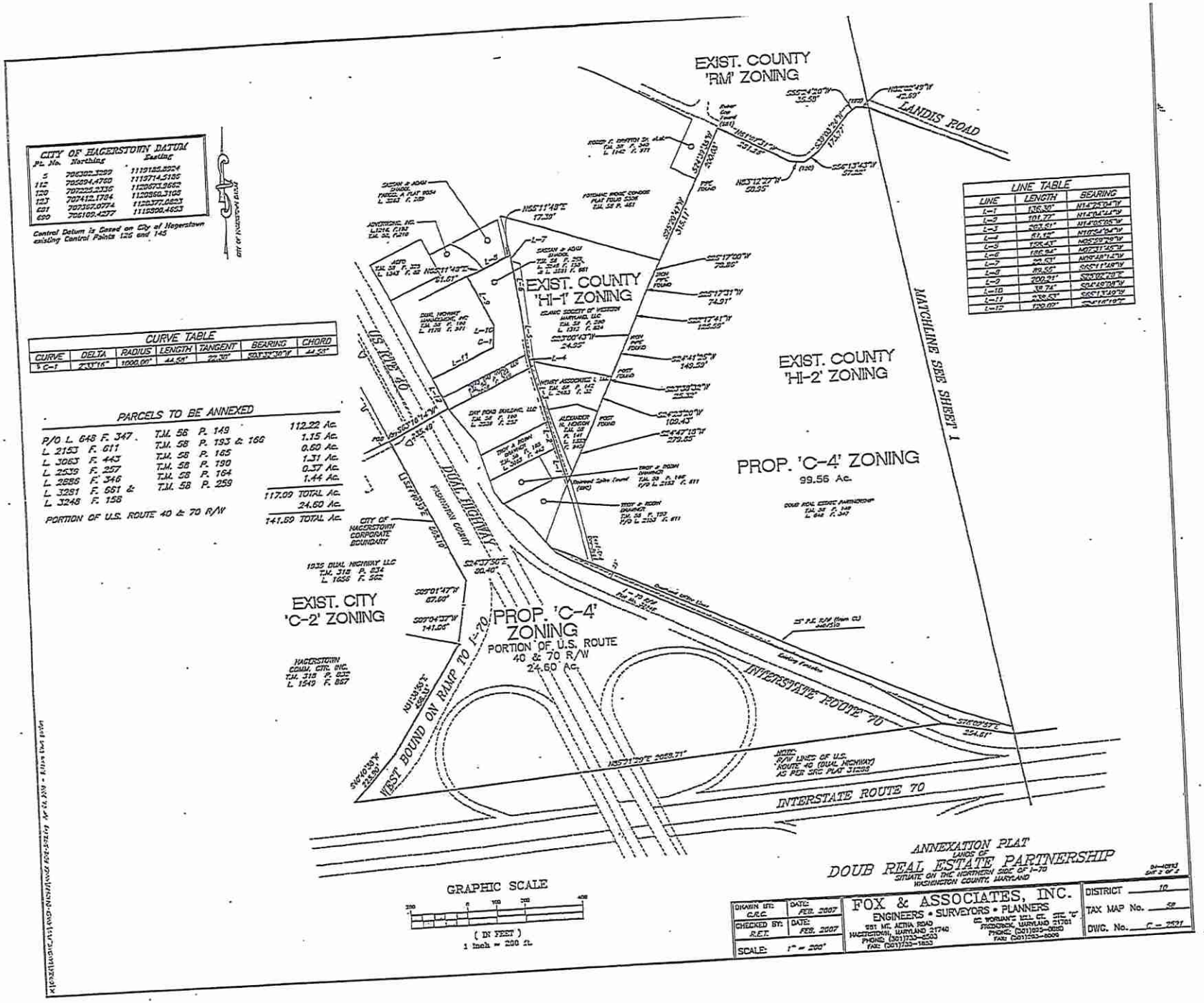
BY ORDER OF THE MAYOR AND
THE CITY OF HAGERSTOWN,
MARYLAND

By: _____
Robert E. Bruchey II
Mayor

Dated Introduced:	08/25/09
Hearing Date	10/27/09
Final Enactment:	12/22/09
Effective Date:	02/05/10

R-08-01

Exhibit A
Property



CITY OF HAGERSTOWN DATUM

Pt. No.	Northing	Easting
5	706302.3299	1119185.8924
114	705094.4760	1119714.5185
120	707205.2336	1120873.3662
121	707412.1784	1120356.3162
621	707367.0774	1120377.8823
620	706169.4277	1119268.4653

Central Datum is Based on City of Hagerstown existing Control Points 120 and 145

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C-1	2°49'16"	1000.00'	44.54'	22.30'	S01°32'30"E	44.53'

LINE TABLE		
LINE	LENGTH	BEARING
L-1	136.30'	N14°25'04"W
L-2	101.77'	N14°04'44"W
L-3	203.61'	N14°05'06"W
L-4	61.18'	N11°05'54"W
L-5	109.43'	N05°03'19"W
L-6	186.84'	N02°31'46"W
L-7	52.50'	N09°48'14"W
L-8	89.55'	S85°11'48"W
L-9	200.91'	S20°02'18"E
L-10	38.74'	S04°49'04"W
L-11	238.53'	S05°13'40"W
L-12	120.07'	S04°16'19"E

PARCELS TO BE ANNEXED

P/O L. 648 F. 347	T.M. 58	P. 149	112.22 Ac.
L. 2153 F. 611	T.M. 58	P. 193 & 166	1.15 Ac.
L. 3063 F. 443	T.M. 58	P. 165	0.60 Ac.
L. 2539 F. 257	T.M. 58	P. 190	1.31 Ac.
L. 2886 F. 346	T.M. 58	P. 164	0.37 Ac.
L. 3281 F. 551 & L. 3248 F. 156	T.M. 58	P. 259	1.44 Ac.
			117.09 TOTAL Ac.
PORTION OF U.S. ROUTE 40 & 70 R/W			24.60 Ac.
			141.69 TOTAL Ac.

ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND

DRAWN BY: C.R.C.	DATE: FEB. 2007	FOX & ASSOCIATES, INC. ENGINEERS • SURVEYORS • PLANNERS 251 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740 PHONE: (301)733-8503 FAX: (301)733-1853	DISTRICT 10
CHECKED BY: R.E.T.	DATE: FEB. 2007	62 WORMANS MILL CT. STE. "G" FREDERICK, MARYLAND 21701 PHONE: (301)695-8080 FAX: (301)695-8009	TAX MAP No. 58
SCALE: 1" = 200'			DWG. No. F-2527

EXHIBIT A

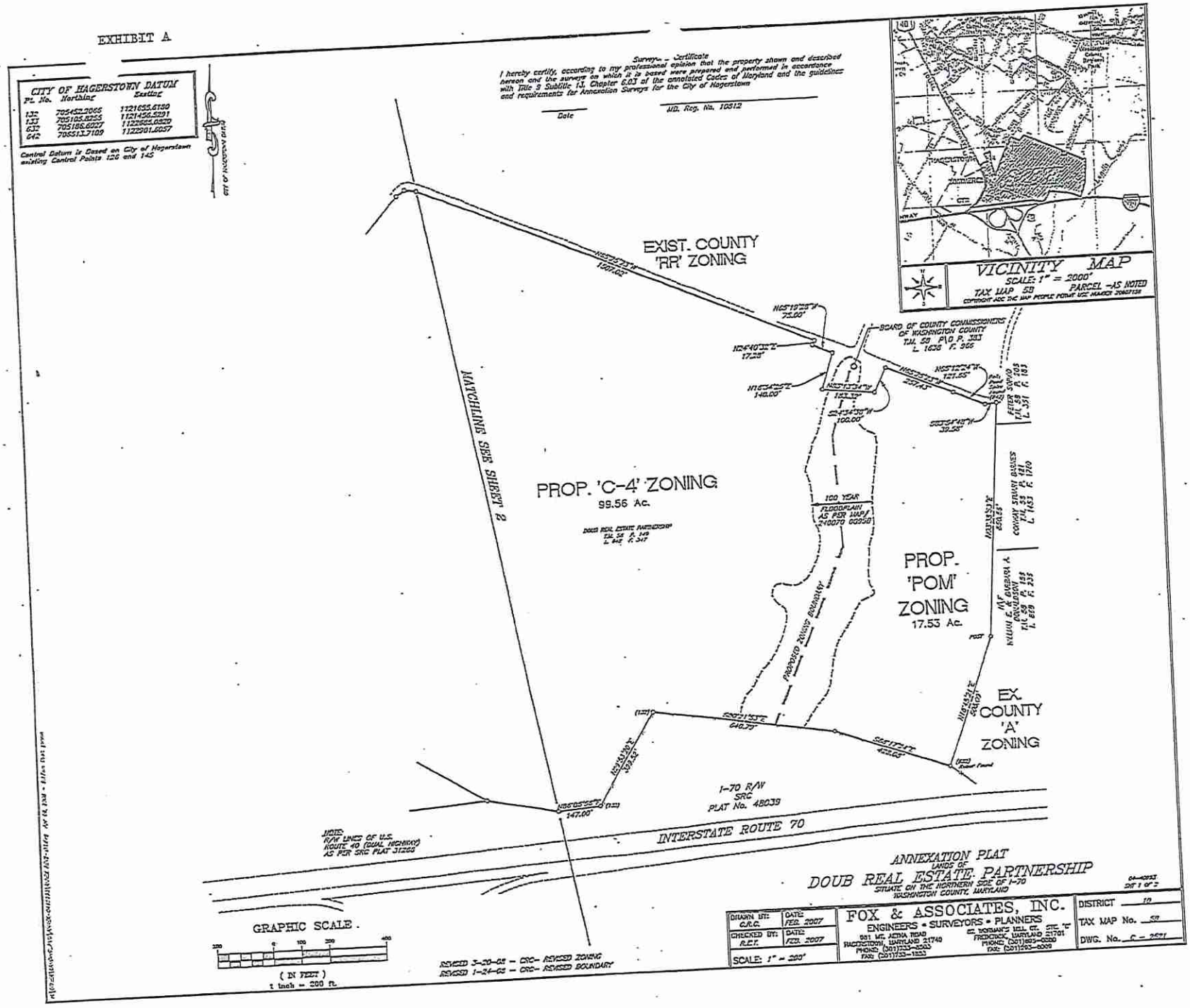

CITY OF HAGERSTOWN DATUM
Pt. No. Northing Easting
132 705452.7065 1121655.6150
133 705105.8255 1121456.5291
639 705186.6027 1122665.6520
642 705513.7109 1122901.6057
Central Datum is Based on City of Hagerstown existing Control Points 126 and 145
Surveyor's Certificate
I hereby certify, according to my professional opinion that the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9 Subtitle 13, Chapter 6.03 of the annotated Code of Maryland and the guidelines and requirements for Annexation Surveys for the City of Hagerstown
Date
MD. Reg. No. 10512
VICINITY MAP
SCALE: 1" = 2000'
TAX MAP 58 PARCEL -AS NOTED
EXIST. COUNTY 'RR' ZONING
PROP. 'C-4' ZONING
99.56 Ac.
PROP. 'POM' ZONING
17.53 Ac.
EX. COUNTY 'A' ZONING
WATKINS SHED SHEET 2
100 YEAR FLOODPLAIN AS PER MAP # 240070 0025B
PROPOSED ZONING BOUNDARY
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY T.M. 58 P\O P. 383 L. 1636 F. 965
FEYER SHED T.M. 58 P. 205 L. 351 F. 183
CONWAY SHARI BARNES T.M. 58 P. 121 L. 1653 F. 1270
NANNIE E. BARBARA A. BOUDARIAN T.M. 58 P. 183 L. 859 F. 235
I-70 R/W SRC PLAT No. 48039
INTERSTATE ROUTE 70
MIDDLE R/W LINES OF U.S. ROUTE 40 (DUAL HIGHWAY) AS PER SRC PLAT 31288
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
REVISED 3-20-08 - CRC- REVISED ZONING
REVISED 1-24-08 - CRC- REVISED BOUNDARY
ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND
04-0033
SHT 1 OF 2
DRAWN BY: C.R.C. DATE: FEB. 2007
CHECKED BY: R.E.F. DATE: FEB. 2007
SCALE: 1" = 200'
FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
931 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740
PHONE: (301)733-8503
FAX: (301)733-1853
81 NORMAN'S HILL CT. STE. "C" FREDERICK, MARYLAND 21701
PHONE: (301)663-8090
FAX: (301)663-8099
DISTRICT 10
TAX MAP No. 58
DWG. No. C - 2671

Exhibit B
Metes & Bounds Description

EXHIBIT B

DESCRIPTION OF PROPERTY

JOX & ASSOCIATES, INC.
ENGINEERS•SURVEYORS•PLANNERS
981 Mount Aetna Road
Hagerstown, MD 21740

Property to be annexed into the City of Hagerstown

Location: Hagerstown, Washington County, Maryland

Prepared By: Russell E. Townsley Date: August 14, 2007 Page 1 of 4
Revised 1/24/08

Situate in the northeast corner of the intersection of US Route 40 and Interstate 70, along the south side of Landis Road and along the east side of the Dual Highway (US Route 40) in Election District 10, Washington County, Maryland and being more particularly described as follows:

Beginning at in the west right of way line of the Dual Highway (US Route 40) and being at a corner of the existing corporate boundary for the City of Hagerstown, thence crossing the Dual Highway

1) N 63° 16' 14" E 235.49' to a point in the east right of way line of the Dual Highway, thence with the east right of way line

2) N 24° 16' 19" W 120.07' to a point, thence leaving the right of way and running with the outlines of several properties

, N 65° 13' 49" E 238.53' to a point, thence with a curve to the right having a radius of 1000.00', an arc length of 44.58' and a chord bearing and distance of

4) N 03° 32' 30" E 44.58' to a point, thence

5) N 04° 49' 08" E 38.74' to a point, thence

6) N 25° 02' 28" W 200.21' to a point, thence

7) N 65° 11' 48" E 61.61' to a point, thence

8) N 65° 11' 48' E 89.55' to a point in the west right of way line of Day Road, thence continuing in a straight line

9) N 65° 11' 48" E 17.39' to a point in the centerline of Day Road, thence with the centerline

10) S 09° 48' 14" E 22.53' to a point, thence

11) S 07° 31' 45" E 186.94' to a point, thence

12) S 05° 59' 29" E 158.43' to a point, thence

13) S 10° 54' 04" E 51.12' to a point, thence

14) S 14° 05' 05" E 203.51' to a point, thence

15) S 14° 04' 44" E 101.77' to a point, thence

16) S 14° 25' 04" E 136.30' to a railroad spike in Day Road, thence binding on lands of Alexander N. Henson (L. 1333 F. 945)

17) N 24° 47' 18" E 279.85' to a fence post, thence with lands of Henry Associates I, LLC (L.2843 F.32)

18) N 24° 23' 20" E 109.43' to a point, thence

19) N 23° 38' 32" E 25.32' to a fence post, thence binding on lands of Islamic Society of Western Maryland (L. 1313 F. 824)

20) N 24° 41' 25" E 149.59' to an iron pipe, thence

21) N 23° 00' 43" E 24.95' to a point, thence

22) N 22° 17' 41" E 125.59' to a point, thence

23) N 25° 17' 31" E 74.91' to an iron pipe, thence

24) N 25° 17' 00" E 78.86' to a point, thence binding on lands of Potomac Ridge Condominiums

25) N 25° 20' 47" E 315.11' to an iron pipe, thence binding on lands of Roger Griffith, Sr. (L. 1142 F. 971)

26) N 24° 39' 35" E 200.08' to a rebar and cap, thence with Landis Road

27) S 61° 07' 31" E 281.26' to a point, thence

28) S 83° 12' 27" E 50.95' to a point, thence

29) N 56° 13' 43" E 57.22' to a point, thence

30) N 39° 03' 24" E 173.77' to a point, thence

31) N 55° 24' 20" E 35.58' to a point, thence

32) S 82° 02' 49" E 42.69' to a point, thence

33) S 65° 25' 23" E 1507.02' to a point, thence with lands of the Board of County Commissioners (L. 1638 F. 966)

34) S 24° 40' 32" W 17.28' to a point, thence

35) S 65° 19' 28" E 75.00' to a point, thence

36) S 16° 34' 25" W 140.00' to a point, thence

S 83° 13' 34" E 183.32' to a point, thence

38) N 24° 34' 38" E 100.00' to a point, thence with Landis Road

39) S 65° 25' 23" E 257.43' to a point, thence

40) S 65° 12' 24" E 121.65' to a point, thence

41) N 83° 54' 48" E 39.58' to a railroad spike, thence leaving Landis Road and binding on Lands of Peter Sopko (L. 351 F. 183) and Conway Barnes (L. 1453 F. 1760) and lands of William E. Donaldson (L. 868 F. 236)

42) S 03° 38' 53" W 850.56' to a fence post, thence continuing with lands of Donaldson

43) S 18° 45' 21" W 505.09' to a rebar, thence with the I-70 right-of-way

44) N 68° 17' 24" W 428.08' to a point, thence

45) N 80° 21' 53" W 640.79' to a point, thence

46) S 29° 53' 20" W 399.52' to a point, thence

S 86° 05' 56" W 147.00' to a point, thence

48) N 78° 02' 57" W 254.61' to a point, thence

49) S 85° 21' 29" W 2058.71' to a point in the west right of way line of the Dual Highway and on the the Corporate Boundary of the City of Hagerstown, thence with said right of way line and the Corporate Boundary

50) N 40° 40' 38" E 225.90' to a point, thence

51) N 31° 38' 55" E 456.33' to a point, thence

52) N 09° 04' 37" E 141.06' to a point, thence

53) N 09° 01' 47" E 87.60' to a point, thence

54) N 24° 37' 50" W 80.40' to a point, thence

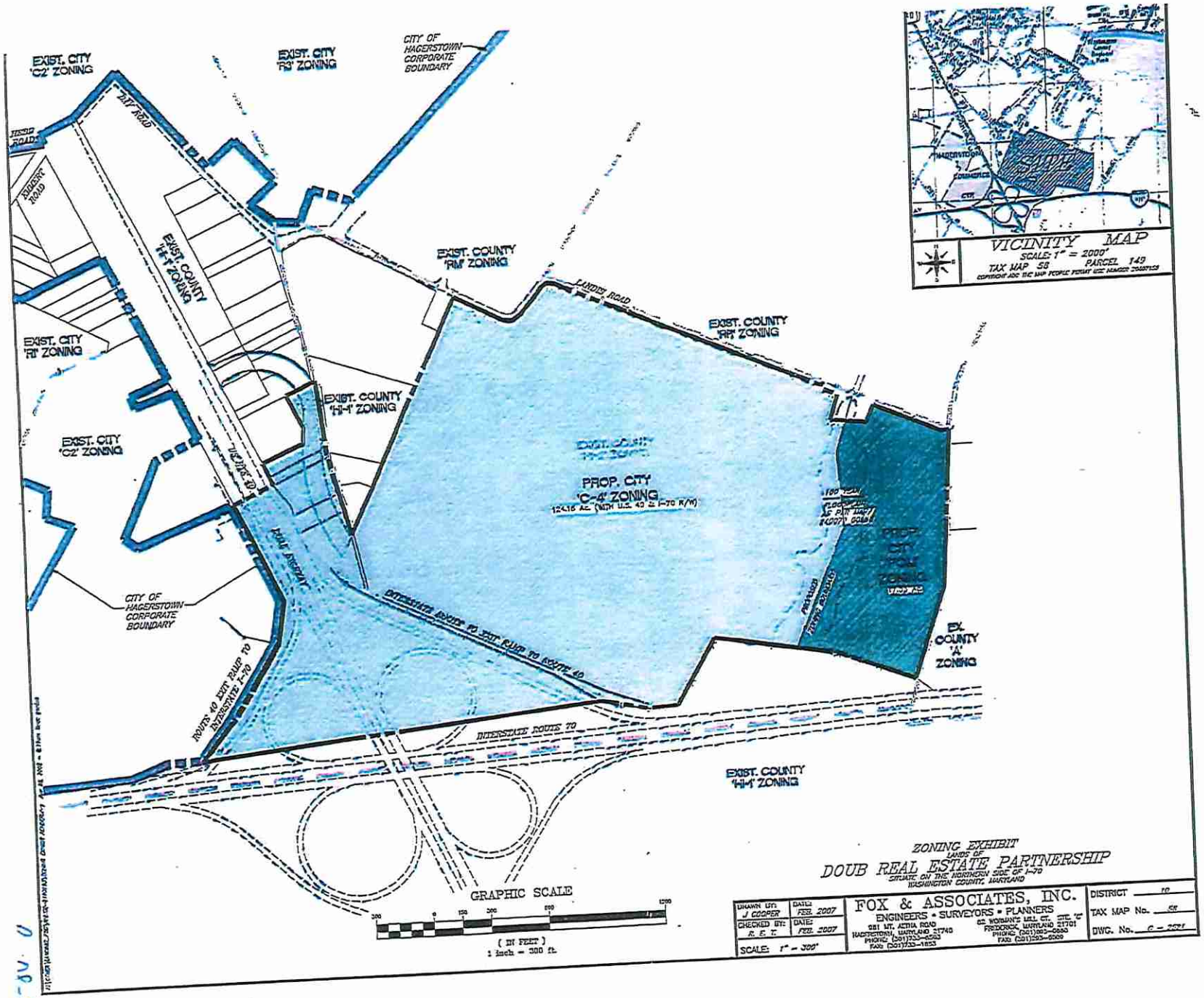
55) N 24° 40' 30" W 508.10' to the point of beginning.

Containing 141.69 Acres of land more or less.

Description of Property
To be Annexed

Being the Residual Portion of the lands of the Doub Real Estate Partnership, by deed recorded in Liber 648 Folio 347 among the land records of Washington County, Maryland. Also being all of the lands of Troy and Robin Brawner by deeds recorded at Liber 2153 Folio 611 and Liber 3063 Folio 443. Also being all of the lands of Day Road Building, LLC by deed recorded at Liber 2539 Folio 257. Also being all of the lands of 2049 Day Road, LLC by deed recorded at Liber 2886 Folio 346. Also being all of the lands of Sassan and Adam Shaool by deeds recorded at Liber 3281 Folio 661, Liber 3248 Folio 148. Also being a portion of the right of way for US Route 40and I 70.

Exhibit C
Zoning Classification



ZONING EXHIBIT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND

DRAWN BY: J. COOPER	DATE: FEB. 2007
CHECKED BY: R. E. T.	DATE: FEB. 2007
SCALE: 1" = 300'	

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
251 LT. KEITH ROAD
HAGERSTOWN, MARYLAND 21740
PHONE: (301)733-8503
FAX: (301)733-1853
82 WORMAN'S MILL CT., STE. 'E'
FREDERICK, MARYLAND 21701
PHONE: (301)663-8550
FAX: (301)293-8509

DISTRICT 10
TAX MAP No. 58
DWG. No. C-2071

IV-AP-01

Exhibit D
Verification

VERIFICATION

I, Robert E. Bruchey, II, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY that in accordance with Article 23A, Section 19 (c) I have caused to be verified the signatures contained on a Petition for Annexation (Exhibit A) for the property described and shown in said Petition for Annexation, and I do hereby certify that they are true and correct signatures of said persons and/or firms or corporations; and I further certify, pursuant to Article 23A, Section 19 (c) of the Annotated Code of Maryland, that the Petition, in fact, is signed by not less than twenty-five (25%) percent of the persons who reside in the area requested to be annexed and who are registered voters in the Election District requested to be annexed in Washington County, Maryland, and that said Petition has been signed by the owners of not less than twenty-five (25%) percent of the assessed valuation of the real property located in the area to be annexed.

All registered voters have petitioned accordingly.

The assessed valuation of the real property referred to herein, as of this date is _____.

WITNESS my hand and Seal of the City of Hagerstown, Maryland, this 23rd day of December, 2009.

Robert E. Bruchey, II, Mayor

(SEAL)

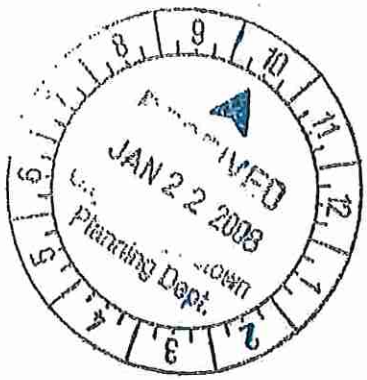
Donna K. Spickler, City Clerk

Exhibit B

R-08-01

WASHINGTON COUNTY
BOARD OF ELECTIONS
35 West Washington Street, Room 101
Hagerstown, Maryland 21740-4833
Telephone: 240-313-2050
FAX: 240-313-2051
TTY: 240-313-2050

January 18, 2008



Stuart W. Bass, AICP
Comprehensive Planner
City of Hagerstown
One E. Franklin Street, Room 400
Hagerstown, MD 21740-4987

RE: Doub Property Annexation
Northwest quadrant of I-70/US 40 interchange
Case No. A08-02

Dear Mr. Bass:

There are five registered voters in that area. Attached are labels identifying those registrants.

Any questions, please call me.

Sincerely,

Dorothy M. Kaetzel

Dorothy M. Kaetzel
Election Director I

RECYCLED PAPER

WASHINGTON COUNTY
BOARD OF ELECTIONS
35 West Washington Street, Room 101
Hagerstown, Maryland 21740-4833
Telephone: 240-313-2050
FAX: 240-313-2051
TTY: 240-313-2050

January 25, 2008



Stuart W. Bass, AICP
Comprehensive Planner
City of Hagerstown
One E. Franklin Street, Room 400
Hagerstown, MD 21740-4987

RE: Doub Property Annexation
Northwest quadrant of I-70/US 40 interchange
Case No. A08-02

Dear Mr. Bass:

There is another house number on Day Rd. I missed. It is 2035 Day Rd. Attached is a label identifying that registrant.

Any questions, please call me.

Sincerely,

Dorothy Kaetzel

Dorothy M. Kaetzel
Election Director I

State of Maryland
DEPARTMENT OF ASSESSMENTS AND TAXATION
Washington County Office

MARTIN O'MALLEY
Governor

C. JOHN SULLIVAN, JR.
Director

W. TIMOTHY O'ROURKE
Supervisor of Assessments

January 7, 2008

Facsimile Transmission

MEMORANDUM

To: Stuart W. Bass
From: Tim O'Rourke
Re: Annexation – Case # A08-02
Doub Property Annexation

The assessment information for the above-noted annexation is as follows:

Owner: Doub Real Estate
Account #: 10-005566
Location: Landis Road
Assessment: $35,090 (7/08)

Owner: Brawner, Robin S. & Troy
Account #: 10-020816
Location: 2059 Day Raod
Assessment: $217,120 (7/08)

Owner: Brawner, Troy & Robin
Account #: 10-001773
Location: 2063 Day Road
Assessment: $137,760 (7/08)

Owner: Day Road Building, LLC
Account #: 10-022967
Location: 2053 Day Road
Assessment: $702,000 (7/08)

Owner: Shaool Holdings, LLC
Account #: 10-007259
Location: 2049 Day Road
Assessment: $154,380 (7/08)

Owner: Shaool Holdings, LLC
Account #: 10-016886
Location: 2019 Day Road
Assessment: $274,966 (7/08)

Owner: Emral Shaool Sassan & Adam
Account #: 10-059348
Location: Day Road
Assessment: $143,066 (7/08)

Owner: Emral Shaool Mansoor & Janet
Account #: 10-016819
Location: 2025 Day Road
Assessment: $253,586 (7/08)

Please contact me if you need additional information.

DoubAnnexation

Exhibit E
Annexation Agreement

ANNEXATION AGREEMENT
BETWEEN DOUB REAL ESTATE PARTNERSHIP, SHAOOL HOLDINGS LLC, DAY ROAD BUILDING LLC, AND ROBIN BRAWNER AND TROY BRAWNER AND THE CITY OF HAGERSTOWN, MARYLAND

This **ANNEXATION AGREEMENT** (hereinafter "Agreement"), made this 23rd day of December, 2009, regarding a 141.69 acre aggregation of parcels defined below as the Property, by and between 1) Doub Real Estate Partnership ("Doub"), its successors and assigns, the owner of the 112.22 acre portion of the Property (the "Doub Farm"); 2) Shaool Holdings LLC and Day Road Building LLC (collectively, "Shaool"), and 3) Robin Brawner and Troy Brawner ("Brawner") and any and all of its or their assigns, purchasers, transferees, successors in interest and predecessors in interest (Doub, Shaool and Brawner hereinafter collectively "Petitioners"), and the City of Hagerstown, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter "the City").

WITNESESSETH

WHEREAS, the Petitioners are the owners of several parcels of land, which together with certain road rights of way contain in the aggregate 141.69 acres of land, more or less, as more particularly described in the legal description attached hereto as Exhibit 1 and as shown on a plat attached hereto as Exhibit 2 (hereinafter collectively "the Property"); and

WHEREAS, the Property is adjacent and contiguous but outside the current existing corporate limits of the City; and

WHEREAS, the Petitioners have petitioned the City for annexation of the Property (hereinafter "the Petition"), pursuant to the City Code, Chapter 68 and the Maryland Code, Article 23A, §19; and

WHEREAS, the Petition has been determined to be in order and compliant with the City Code and the Maryland Code by the attorney for the City; and

R-08-01

WHEREAS, on January 29, 2008 the City of Hagerstown introduced a Resolution known as "Doub Property/A-2008-02" (hereinafter "the Resolution") for the annexation of property identified therein, and on April 22, 2008, Petitioners revised their Annexation petition to request zoning classifications of C-4 (Regional Shopping Center) and POM (Professional Office Mixed-Use) for their property; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a Public Hearing was held on April 22, 2008 on said Resolution; and

WHEREAS, a Second Amended Petition was filed by the Petitioners on March 24, 2009 and an Amended Resolution was introduced by the City of Hagerstown on August 25, 2009; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a second Public Hearing was held on October 27, 2009 on said Resolution, as amended; and

WHEREAS, the public hearings, both as originally scheduled and conducted, and as subsequently scheduled and conducted, were advertised in compliance with the Maryland Code, Article 23A, §19; and

WHEREAS, a copy of the public notice for the public hearing was provided to the governing body of the County, and regional, and State planning agencies having jurisdiction within the County; and

WHEREAS, an annexation plan was developed by the City and provided to the governing body of Washington County, the State Department of Planning and any regional and State planning agencies having jurisdiction within the County at least 30 days prior to the holding of the public hearing as required by the Maryland Code, Article 23A, §19(o)(3)(i); and

WHEREAS, the City Council of Hagerstown and the Mayor of Hagerstown held the

public hearings on April 22, 2008 and October 27, 2009 and thereafter considered and approved the Resolution as amended, subject to certain conditions set forth in the Resolution as amended and subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19(e), the annexation was made effective forty-five (45) days after the enactment of the Resolution; and

WHEREAS, no petition for referendum on the Resolution was received by the City meeting the requirements of the Maryland Code, Article 23A, §19(f) or (g) and, therefore, the Resolution became final after expiration of forty-five (45) days after its enactment, subject to execution of this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof

2. The Property shall be subject to municipal taxes as follows:

   A. City of Hagerstown municipal real property taxes (hereinafter referred to as "City taxes") shall not be imposed on any of the properties presently owned by Shaool or Brawner (singularly, an "Individual Property" and collectively, the "Individual Properties") until the first to occur of the following:

      i. Title to an Individual Property is conveyed from the current owner to a subsequent owner by arms length transaction for monetary consideration; or
      ii. An Individual Property receives any municipal service from the City not being provided as of the date of this Agreement; or
      iii. Five (5) years from the date such Individual Property is accepted for and approved for annexation by the City.

   B. City Taxes shall not be imposed upon the Doub Farm until the first to occur of the following:

      i. A site plan that allows for the development of all or any part of the Doub

Farm is approved by the City, and either 1) the Board of County Commissioners of Washington County have given express approval to the City's zoning classification for the Doub Farm, 2) such express approval is not required in order to commence development of the use established by said site plan, or 3) if such express approval is required for the proposed development, but not given, five (5) years have elapsed from the date this annexation is adopted by the City; or

ii. The title to the Doub Farm or any part thereof is conveyed to another entity by arms length transaction for monetary consideration (this provision is not intended to apply to the conveyance of any portion of the Doub Farm to governmental agencies or interfamily transfers which are not related to the development of the Doub Farm); or

iii. Five (5) years from the date the Doub Farm is accepted for and approved for annexation by the City unless the City changes the zoning of the Doub Farm during this 5 year period without Doub's consent, in which case the 5 year period will be from the date such zoning change is final.

3. The Petitioner(s) or developers of the Property shall contribute to the City an annual contribution of $.05 per gross square foot of newly developed commercial or office building area located on the Property, with such contributions beginning upon issuance of the first certificate of occupancy, not to be less than $20,000 per annum for such initial contribution, for a period of five (5) years; it being agreed that the owner(s) or developer(s) of the building being constructed and for which the certificate of occupancy is issued shall be responsible for the payment of the required contribution for such building. Subject to the foregoing provisions, as further development occurs, regardless of timing, such contribution for that further development will commence upon the issuance of additional certificates of occupancy, at the same rate of $.05 per gross square foot (reduced by any gross square foot overpayment under the initial contribution resulting from the payment of the $20,000 minimum), and will continue for a period of five (5) years per building. This contribution shall be used by the City to promote and market the redevelopment of downtown Hagerstown.

4. The development of the Doub Property shall include a forty foot (40') vegetated buffer where it abuts existing residential development (to be measured from the Property's boundary line if abutting a public street), or greater than forty feet (40') to the extent required by applicable regulation. Sculpted berms and vegetative buffers along the Doub Property boundaries shall be provided as deemed appropriate by the City of Hagerstown Planning Commission.

5. All traffic improvements shall be developed in conjunction with the State Highway Administration, Washington County, and the City of Hagerstown.

6. If any outparcels are to be created along Interstate 70 or U.S. Route 40, any proposed building located on any such outparcel will be treated and reviewed architecturally on all four sides of such building, with primary façade treatment along such highways.

7. At the request of the City, the Petitioners or developer(s) of the Property, individually or collectively, upon completion of 120,000 square feet of retail space on the Doub Farm, shall contribute two (2) buses to the City for the purpose of (i) transporting visitors to the development between it and downtown Hagerstown, and (ii) shuttling City residents to the development for employment.

8. The Petitioners or developer(s) of the Property, individually or collectively, agree to work with the City and Washington County government to establish a second means of access to the Property.

9. This Agreement is contingent upon approval by the City Council of the Resolution and its passage in any referendum pursuant to the Maryland Code, Article 23A, §19(f) or (g); the City Council's approval of the terms and conditions of this Agreement; and the

execution of this Agreement.

10. The Agreement becomes effective only if and on the date that the Resolution becomes finally and legally effective pursuant to the Maryland Code, Article 23A, §19(e) or (l).

11. This Agreement may be signed in counterparts.

12. This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

13. This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed. Notwithstanding the aforegoing to the contrary, nothing in this Agreement shall be construed to preclude the City from including the Property or any portion thereof in a special taxing district, public facility district or similar taxing district for the purpose of financing public infrastructure, or from requiring the Petitioners or their successors and/or assigns from participating in a road club or other public infrastructure improvement body, subject, however, to the time limitations set forth in Paragraph 2, above.

14. This Agreement may not be modified except in a written agreement signed by both parties.

15. In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed-upon by the parties or if unable to agree, assigned by the American Arbitration Association.

16. In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court of Maryland for Washington County.

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

Eleanor N. Bell

DOUB REAL ESTATE PARTNERSHIP

By: _____ (SEAL)
JAMES C. DOUB,
Managing General Partner

12/21/09
Date

Michelle L. Hamilton

SHAOOL HOLDINGS LLC

By: _____ (SEAL)
SASSON E. SHAOOL, Member

12/17/09
Date

R-08-01

DAY ROAD BUILDING LLC

By: _____(SEAL)
SASSON E. SHAOOL, Member

12/17/09
Date

Robin Brawner (SEAL)
ROBIN BRAWNER

12/17/09
Date

_____(SEAL)
TROY BRAWNER

12/17/09
Date

STATE OF MARYLAND, COUNTY OF BALTIMORE :

I HEREBY CERTIFY, that on this 21st day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared James C. Doub, known to me (or satisfactorily proven) to be the Managing Partner of Doub Real Estate Partnership, a Maryland general partnership, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Nancy L. Eline
Notary Public
My Commission Expires: 11/29/11

NANCY L. ELINE NOTARY PUBLIC BALTIMORE COUNTY, MD.

R-08-01

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Shaool Holdings LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Day Road Building LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robin Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Troy Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richelle E. Turner
Notary Public
My Commission Expires: May 15, 2011

WITNESS:

Donna K. Spickler

CITY OF HAGERSTOWN

R E Bruchey II (SEAL)
By: Robert E. Bruchey, II, Mayor

December 23, 2009
Date

R-08-01

STATE OF MARYLAND, COUNTY OF :

I HEREBY CERTIFY, that on this 22 day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robert E. Bruchey, II, known to me (or satisfactorily proven) to be the Mayor of the City of Hagerstown named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Brenda Hawbaker
Notary Public
My Commission Expires: 3/24/2013

B0920750.DOC

BRENDA HAWBAKER NOTARY PUBLIC WASHINGTON COUNTY, MD

Brenda Hawbaker
NOTARY PUBLIC
Washington County
State of Maryland
My Commission Expires
March 24, 2013

R-08-01

Exhibit 1

DESCRIPTION OF PROPERTY

FOX & ASSOCIATES, INC.
ENGINEERS•SURVEYORS•PLANNERS
981 Mount Aetna Road
Hagerstown, MD 21740

Property to be annexed into the City of Hagerstown

Location: Hagerstown, Washington County, Maryland

Prepared By: Russell E. Townsley Date: August 14, 2007 Page 1 of 4
Revised 1/24/08

Situate in the northeast corner of the intersection of US Route 40 and Interstate 70, along the south side of Landis Road and along the east side of the Dual Highway (US Route 40) in Election District 10, Washington County, Maryland and being more particularly described as follows:

Beginning at in the west right of way line of the Dual Highway (US Route 40) and being at a corner of the existing corporate boundary for the City of Hagerstown, thence crossing the Dual Highway

1) N 63° 16' 14" E 235.49' to a point in the east right of way line of the Dual Highway, thence with the east right of way line

2) N 24° 16' 19" W 120.07' to a point, thence leaving the right of way and running with the outlines of several properties

3) N 65° 13' 49" E 238.53' to a point, thence with a curve to the right having a radius of 1000.00', an arc length of 44.58' and a chord bearing and distance of

4) N 03° 32' 30" E 44.58' to a point, thence

5) N 04° 49' 08' E 38.74' to a point, thence

6) N 25° 02' 28" W 200.21' to a point, thence

7) N 65° 11' 48" E 61.61' to a point, thence

8) N 65° 11' 48' E 89.55' to a point in the west right of way line of Day Road, thence continuing in a straight line

9) N 65° 11' 48" E 17.39' to a point in the centerline of Day Road, thence with the centerline

10) S 09° 48' 14" E 22.53' to a point, thence

11) S 07° 31' 45" E 186.94' to a point, thence

12) S 05° 59' 29" E 158.43' to a point, thence

13) S 10° 54' 04" E 51.12' to a point, thence

14) S 14° 05' 05" E 203.51' to a point, thence

15) S 14° 04' 44" E 101.77' to a point, thence

16) S 14° 25' 04" E 136.30' to a railroad spike in Day Road, thence binding on lands of Alexander N. Henson (L. 1333 F. 945)

17) N 24° 47' 18" E 279.85' to a fence post, thence with lands of Henry Associates I, LLC (L.2843 F.32)

18) N 24° 23' 20" E 109.43' to a point, thence

19) N 23° 38' 32" E 25.32' to a fence post, thence binding on lands of Islamic Society of Western Maryland (L. 1313 F. 824)

20) N 24° 41' 25" E 149.59' to an iron pipe, thence

21) N 23° 00' 43" E 24.95' to a point, thence

22) N 22° 17' 41" E 125.59' to a point, thence

23) N 25° 17' 31" E 74.91' to an iron pipe, thence

24) N 25° 17' 00" E 78.86' to a point, thence binding on lands of Potomac Ridge Condominiums

25) N 25° 20' 47" E 315.11' to an iron pipe, thence binding on lands of Roger Griffith, Sr. (L. 1142 F. 971)

26) N 24° 39' 35" E 200.08' to a rebar and cap, thence with Landis Road

27) S 61° 07' 31" E 281.26' to a point, thence

28) S 83° 12' 27" E 50.95' to a point, thence

29) N 56° 13' 43" E 57.22' to a point, thence

30) N 39° 03' 24" E 173.77' to a point, thence

31) N 55° 24' 20" E 35.58' to a point, thence

32) S 82° 02' 49" E 42.69' to a point, thence

33) S 65° 25' 23" E 1507.02' to a point, thence with lands of the Board of County Commissioners (L. 1638 F. 966)

34) S 24° 40' 32" W 17.28' to a point, thence

35) S 65° 19' 28" E 75.00' to a point, thence

36) S 16° 34' 25" W 140.00' to a point, thence

37) S 83° 13' 34" E 183.32' to a point, thence

38) N 24° 34' 38" E 100.00' to a point, thence with Landis Road

39) S 65° 25' 23" E 257.43' to a point, thence

40) S 65° 12' 24" E 121.65' to a point, thence

41) N 83° 54' 48" E 39.58' to a railroad spike, thence leaving Landis Road and binding on Lands of Peter Sopko (L. 351 F. 183) and Conway Barnes (L. 1453 F. 1760) and lands of William E. Donaldson (L. 868 F. 236)

42) S 03° 38' 53" W 850.56' to a fence post, thence continuing with lands of Donaldson

43) S 18° 45' 21" W 505.09' to a rebar, thence with the I-70 right-of-way

44) N 68° 17' 24" W 428.08' to a point, thence

45) N 80° 21' 53" W 640.79' to a point, thence

46) S 29° 53' 20" W 399.52' to a point, thence

47) S 86° 05' 56" W 147.00' to a point, thence

48) N 78° 02' 57" W 254.61' to a point, thence

49) S 85° 21' 29" W 2058.71' to a point in the west right of way line of the Dual Highway and on the the Corporate Boundary of the City of Hagerstown, thence with said right of way line and the Corporate Boundary

50) N 40° 40' 38" E 225.90' to a point, thence

51) N 31° 38' 55" E 456.33' to a point, thence

52) N 09° 04' 37" E 141.06' to a point, thence

53) N 09° 01' 47" E 87.60' to a point, thence

54) N 24° 37' 50" W 80.40' to a point, thence

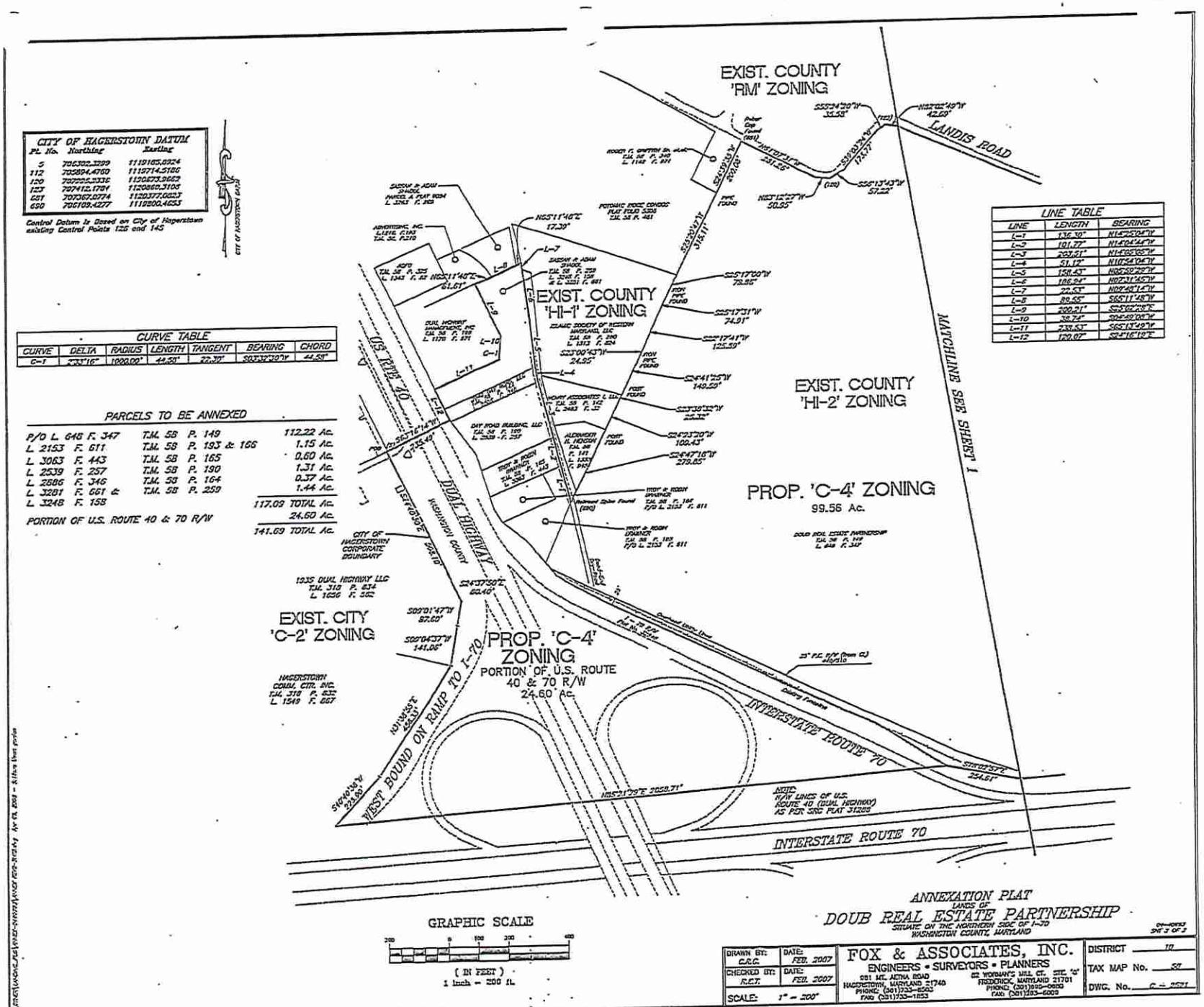
55) N 24° 40' 30" W 508.10' to the point of beginning.

Containing 141.69 Acres of land more or less.

Being the Residual Portion of the lands of the Doub Real Estate Partnership, by deed recorded in Liber 648 Folio 347 among the land records of Washington County, Maryland. Also being all of the lands of Troy and Robin Brawner by deeds recorded at Liber 2153 Folio 611 and Liber 3063 Folio 443. Also being all of the lands of Day Road Building, LLC by deed recorded at Liber 2539 Folio 257. Also being all of the lands of 2049 Day Road, LLC by deed recorded at Liber 2886 Folio 346. Also being all of the lands of Sassan and Adam Shaool by deeds recorded at Liber 3281 Folio 661, Liber 3248 Folio 148. Also being a portion of the right of way for US Route 40and I 70.

R-08-01

Exhibit 2



CITY OF HAGERSTOWN DATUM		
PL No.	Northing	Easting
5	705302.3399	1119165.8924
112	705894.4760	1119714.5186
120	707225.3331	1120873.9662
123	707412.1784	1120860.3105
681	707367.0774	1120377.0823
690	706109.4277	1119200.4653

Control Datum is based on City of Hagerstown existing Control Points 125 and 145

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C-1	2°33'16"	1000.00'	44.58'	22.30'	S03°32'38"W	44.58'

LINE TABLE		
LINE	LENGTH	BEARING
L-1	136.30'	N14°52'04"W
L-2	101.77'	N14°04'44"W
L-3	263.51'	N14°09'05"W
L-4	51.12'	N10°54'04"W
L-5	158.43'	N05°50'29"W
L-6	186.84'	N07°31'45"W
L-7	22.53'	N09°48'14"W
L-8	89.55'	S65°11'48"W
L-9	200.21'	S25°52'28"E
L-10	38.72'	S04°40'04"W
L-11	238.53'	S65°13'43"W
L-12	120.07'	S24°16'18"E

PARCELS TO BE ANNEXED

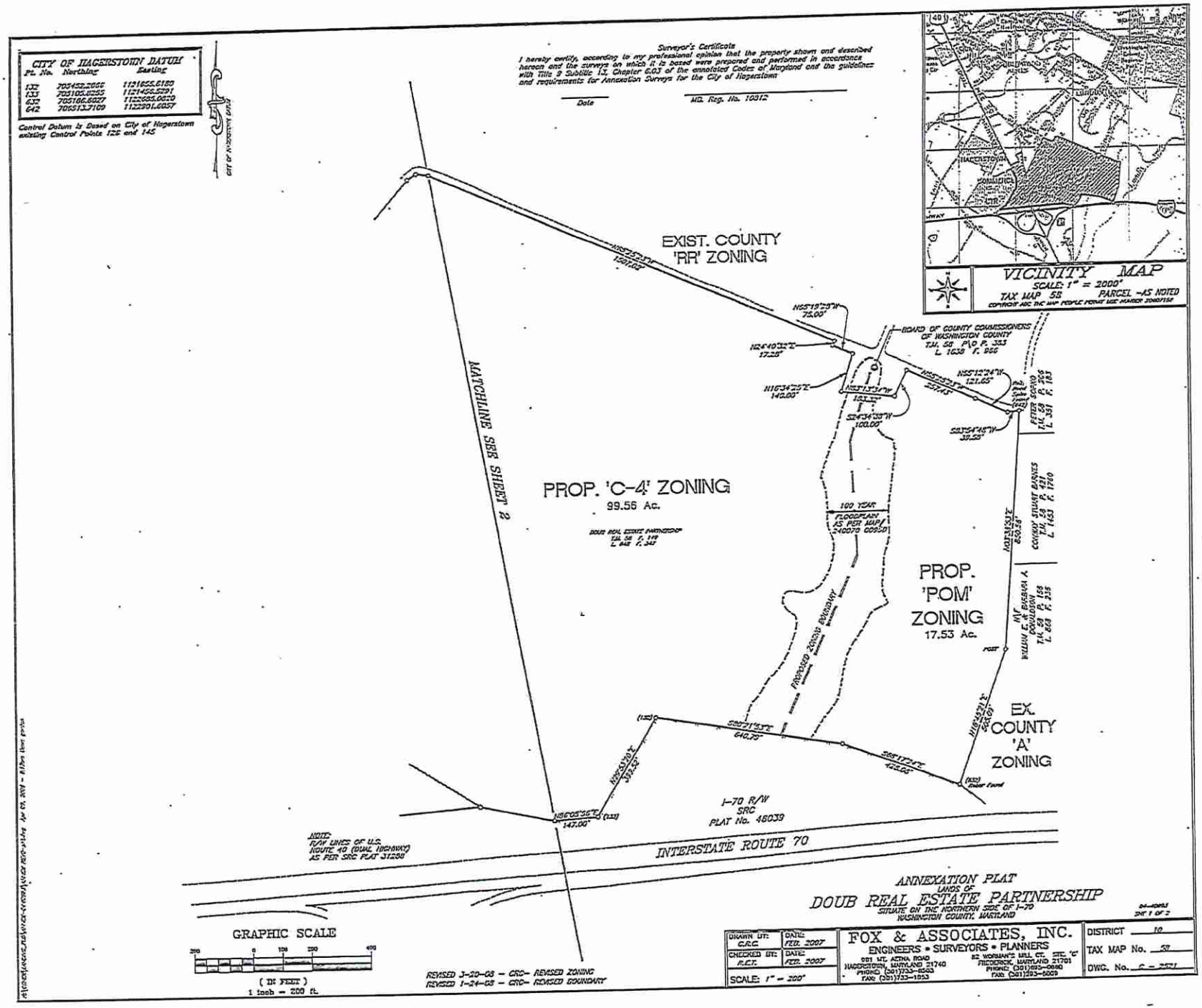
P/O L. 648 F. 347	T.M. 58	P. 149	112.22 Ac.
L. 2153 F. 611	T.M. 58	P. 193 & 166	1.15 Ac.
L. 3063 F. 443	T.M. 58	P. 165	0.60 Ac.
L. 2539 F. 257	T.M. 58	P. 190	1.31 Ac.
L. 2686 F. 346	T.M. 58	P. 164	0.37 Ac.
L. 3281 F. 661 & L. 3248 F. 158	T.M. 58	P. 259	1.44 Ac.
			117.09 TOTAL Ac.
PORTION OF U.S. ROUTE 40 & 70 R/W			24.60 Ac.
			141.69 TOTAL Ac.

ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND

SHT 2 OF 2

DRAWN BY: C.R.C.	DATE: FEB. 2007	FOX & ASSOCIATES, INC. ENGINEERS • SURVEYORS • PLANNERS 981 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740 PHONE (301)733-6620 FAX (301)733-1853	82 WORMAN'S MILL CT. STE. 'G' FREDERICK, MARYLAND 21701 PHONE (301)695-0600 FAX (301)695-6009
CHECKED BY: R.C.T.	DATE: FEB. 2007		
SCALE: 1" = 200'			

DISTRICT 10
TAX MAP No. 52
DWG. No. C-2521


CITY OF HAGERSTOWN DATUM
Pt. No. Northing Easting
132 705452.2065 1121655.6180
133 705105.8295 1121456.5291
632 705186.6027 1122685.6023
642 705513.7109 1122301.6057
Control Datum is Based on City of Hagerstown existing Control Points 125 and 145
Surveyor's Certificate
I hereby certify, according to my professional opinion that the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9 Subtitle 13, Chapter 6.03 of the annotated Codes of Maryland and the guidelines and requirements for Annexation Surveys for the City of Hagerstown
Date
Md. Reg. No. 10912
EXIST. COUNTY 'RR' ZONING
MATCHLINE SEE SHEET 2
PROP. 'C-4' ZONING
99.56 Ac.
DOUB REAL ESTATE PARTNERSHIP
TAX MAP 58 P. 149
L. 848 F. 345
PROP. 'POM' ZONING
17.53 Ac.
EX. COUNTY 'A' ZONING
100 YEAR FLOODPLAIN AS PER MAP # 240070 0055D
PROPOSED ZONING BOUNDARY
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY
TAX MAP 58 P\O P. 333
L. 1038 F. 966
FETER EDWARD
TAX MAP 58 P. 255
L. 351 F. 183
COUNTY STUART BARNES
TAX MAP 58 P. 421
L. 1451 F. 1760
WILLIAM E. & BARBARA A. GOUGLOSSON
TAX MAP 58 P. 158
L. 868 F. 235
I-70 R/W
SRC
PLAT No. 48039
INTERSTATE ROUTE 70
NOTE:
R/W LINES OF U.S. ROUTE 40 (DUAL HIGHWAY) AS PER SRC PLAT 31258
VICINITY MAP
SCALE: 1" = 2000'
TAX MAP 58 PARCEL -AS NOTED
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
REVISED 3-20-08 - CRC- REVISED ZONING
REVISED 1-24-08 - CRC- REVISED BOUNDARY
ANNEXATION PLAT
LANDS OF
DOUB REAL ESTATE PARTNERSHIP
SITUATE ON THE NORTHERN SIDE OF I-70
WASHINGTON COUNTY, MARYLAND
04-1093
SHT 1 OF 2
DRAWN BY: C.R.C. DATE: FEB. 2007
CHECKED BY: R.C.T. DATE: FEB. 2007
SCALE: 1" = 200'
FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
901 MT. AETNA ROAD
HAGERSTOWN, MARYLAND 21740
PHONE (301)733-8503
FAX (301)733-1853
82 WORMAN'S MILL CT. STE. "G"
FREDERICK, MARYLAND 21701
PHONE (301)695-0690
FAX (301)293-5009
DISTRICT 10
TAX MAP No. 58
DWG. No. C-2571

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Chapter 224 – Vacant, Abandoned Tax Sale Properties Proposed Changes - *Paul Fulk, Neighborhood Services Manager and Amanda Gregg, Business and Community Development Finance Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Chapter_224_-_Vacant__Abandoned_Tax_Properties_Proposed_Changes_Packet.pdf	Chapter 224 – Vacant, Abandoned Tax Sale Properties Proposed Changes

CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department
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MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Paul W. Fulk, Neighborhood Services Manager
Amanda Gregg, Business and Community Development Finance Specialist

DATE: February 13, 2025

SUBJECT: Chapter 224 – Vacant, Abandoned Tax Sale Properties Proposed Changes

Staff will be present at the February 18th Mayor and City Council work session to propose changes to Chapter 224 – Tax Sale Property Repurpose Program and associated policy. The proposed changes are to update the ordinance and policy as the City has gone through the process.

History

The City adopted Chapter 224 in January 2020 with the purpose of repurposing and revitalizing vacant, abandoned tax sale properties. The ordinance is intended for the City to reach an agreement with an end user prior to obtaining a tax sale certificate. Challenges arose with this process as there was no clear path toward a local jurisdiction obtaining tax sale certificates without performing the tax sale themselves. Also, the current ordinance requires the City to enter into an agreement with an end user prior to obtaining a tax sale certificate. End users did not want to reach an agreement with the City on properties that are "sight unseen."

Maryland State law was changed in 2023 to allow local jurisdictions to withhold properties from a tax sale with the goal of acquiring the property. This gave local jurisdictions the ability to address tax delinquent properties without holding the tax sale themselves. The City took quick action to withhold properties from that year's tax sale with the intent of the City taking ownership through the legal process. The City would then reach a title transfer agreement with an end user. Since this would be a property title transfer, the Mayor and City Council would approve a title transfer during a Regular Session. Twenty-three properties were withheld from the 2023 tax sale, nineteen vacant lots and four structures requiring demolition.

Current Status

The City acquired twenty-three Tax Sale Certificates from the Washington County Treasurer on September 4, 2024. State law requires local jurisdictions to wait six months before a Right of Redemption can be filed in Washington County Circuit Court. This filing is part of the first step in the legal process to take title to these properties. The City can file in Circuit Court on or after March 4, 2025. There must be a lien holder search performed prior to the filing in order to serve court paperwork to all interested parties in the subject properties. The search is currently ongoing for the tax sale certificate acquired twenty-three properties.

Since the withholding, City staff have been working with legal counsel to improve the process for acquiring properties through the tax sale laws. A recent step was performed by the Mayor & City Council and approved on October 22, 2024, which certified the next six properties to withhold from the 2025 Tax Sale.

Ordinance and Policy Changes

Staff and legal counsel recognized the current ordinance does provide general direction; however, the current ordinance does not provide a smooth process on title transfer to an end user. The review also revealed the end user process could be condensed as the current ordinance is repetitive.

The ordinance changes will continue to provide priority to non-profit organizations. The definition is modified to include all state-level non-profits with affordable housing options as the current version only considers 501(c)(3) non-profits as an end user. The ordinance also shifts the responsible department from Community and Economic Development to a Committee appointed by the Administrator. The Administrator is to select individuals with backgrounds in not only economic and community development but also construction permits, vacant licensing, grant funding, and other experience as the Administrator deems necessary to repurpose and revitalize vacant, abandoned tax sale properties.

The proposal adds a section on the process to follow Maryland law on how to withhold properties from a tax sale. The ordinance will continue to categorize tax sale properties into four categories; vacant and undevelopable land, vacant and developable land, structures in need of rehabilitation, and structures requiring demolition.

The changes proposed condenses the end user process into two paths. One being vacant, undevelopable land and the other being the remaining three categories combined into the same process. All end user processes provide timelines for an end user to take action on acquiring a property from the City. The overarching changes to the process is for the City to find an end user for each property acquired. If a non-profit organization does not show interest in a property, the proposal allows the City to list the property on MLS for sale.

The changes do not affect the ability of a property owner to voluntarily transfer a property to the City. The proposal does codify the meaning of good standing to be considered an eligible end user. Lastly, the ordinance exempts properties from zoning nonconformity timelines during City ownership.

The Policy adopted in 2020, in conjunction with the ordinance, provided timelines to follow when maintaining a master non-profit list. The changes to State law allows jurisdictions to take a different path toward end users as previously mentioned rather than maintaining a master list. The proposed changes to the ordinance also incorporates timelines into the process from the adopted policy.

The policy changes are to provide guidelines on how to rank non-profit and MLS applications for acquisition. The policy changes include a ranking matrix for the Committee to follow when proposing a property transfer to the Mayor and City Council for approval. The transfer of a property to an end user will remain as final approval by the Mayor and City Council.

Attachments

1. List of properties withheld from the 2023 Tax Sale and approved withholding during the 2025 Tax Sale
2. Chapter 224 – Tax Sale Property Repurpose Program (Redline version)
3. Chapter 224 – Tax Sale Property Repurpose Program (No Redline version)
4. Proposed Policy for Chapter 224
5. Proposed Ranking Matrix for End Users

C: Ann Rotz, City Attorney
Jason Morton, City Attorney
Jill Thompson, Director of DCED
Margi Joe, Community Development Manager
Suzanne Kyler, Programs and Projects Coordinator
Michelle Hepburn, Chief Financial Officer
Beth Everhart, Support Services Manager

List of Tax sale properties

2023 Tax Certificates Acquired

- 10-12 Elizabeth St. (Parcel ID: 03012638) – Demolition
- 661-663 Pennsylvania Ave. (Parcel ID: 25006054) – Rehabilitation or demolition
- 144 Mill St. (Parcel ID: 17016253) - Demolition
- 123-125 E. Lee St. (Parcel ID: 17009397) – Rehabilitation or demolition
- 15-17 Elizabeth St. (Parcel ID: 03004422) – Vacant lot
- 945 (949?) Armstrong Ave. (Parcel ID: 03004783) – Vacant lot
- 913 Summit Ave. (Parcel ID: 03012786) – Vacant lot
- 701 Spruce St. (Parcel ID: 03029271) – Vacant lot
- 901 Mt. Aetna Rd. - Pump House (Parcel ID: 17025732) - Demolition
- Lawton Ln. (Parcel ID: 17065244) – Vacant lot
- 110 N. Cannon Ave. (Parcel ID: 22005723) – Vacant lot
- 326.5 E. Franklin St. (Parcel ID: 22014609) – Vacant lot
- 326 E. Franklin St. (Parcel ID: 22015176) – Vacant lot
- 134 Clarkson Ave. (Parcel ID: 25000153) – Vacant lot
- Mineral Ave. (Parcel ID: 25010183) – Vacant lot
- 327 Jonathan St. (Parcel ID: 25011449) – Vacant lot
- 329 Jonathan St. (Parcel ID: 25011457) – Vacant lot
- 574 Penmar Ave. (Parcel ID: 25025121) – Vacant lot
- 572 Penmar Ave. (Parcel ID: 25025148) – Vacant lot
- 206 Jonathan St. (Parcel ID: 25025628) – Vacant lot
- 337 Jonathan St. (Parcel ID: 25026004) – Vacant lot
- 335 Jonathan St. (Parcel ID: 25026853) – Vacant lot
- 208 Jonathan St. (Parcel ID: 25032454) – Vacant lot

2025 Tax Sale Properties Certified to be withheld

- 237 Winter St. (Parcel ID: 25018605) - Rehabilitation
- 204 Devonshire Rd. (Parcel ID: 25004698) - Rehabilitation
- 148 W. North Ave. (Parcel ID: 25010477) – Vacant lot
- 316 Liberty St. (Parcel ID: 22008110) - Demolition
- 323 Wakefield Rd. (Parcel ID: 25020537) – Rehabilitation
- 319 Wakefield Rd. (Parcel ID: 25015045) – Rehabilitation

Chapter 224. Tax Sale Property Repurpose Program

224-1. Purpose.

The purpose of this chapter is to facilitate the repurposing and revitalization of vacant, abandoned tax sale properties located within the City of Hagerstown. ~~The program will initially be implemented on a pilot basis in order to determine feasibility, cost, and impact of repurposing tax sale properties.~~ This program will identify properties as vacant, unsafe, and unfit for habitation or as a vacant lot to be withheld from tax sales pursuant to Section 14-811 (c) of the Tax - Property Article of the Annotated Code of Maryland.

224-2. Definitions.

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

COMMITTEE

A group of City employees appointed by the City Administrator with experience in economic development, community development, construction permits, vacant licensing, grant funding, and other experience relevant to the repurposing and revitalization of vacant and abandoned properties, as determined by the City Administrator.

END USER

The individual, individuals, or entity that is a party to a contract of sale (contingent upon City acquisition of subject property) for a specific property and to whom, pursuant to the terms and conditions of the contract of sale, the City intends to convey that specific property if and when the City obtains clear title through the tax sale foreclosure process.

QUALIFIED NONPROFIT ORGANIZATION

A ~~501(c)(3)~~ state-level designated nonprofit organization with a mission or purpose that ~~is focused on providing~~ provides affordable housing options.

POLICY

Established criteria and guidelines for the qualified nonprofit organizations and other end users and ranking matrix for potential end users of a City acquired tax sale property as outlined in this Chapter.

224-3. Committee Policy

The Committee shall be authorized to establish a Policy for this program.

~~224-3~~ 224-4. Program eligibility for subject properties.

A property shall be eligible for the subject program when it meets the following criteria:

A. Subject property must be a vacant structure, a vacant blighted structure, or an abandoned structure as defined by the City Code.

B. Subject property is tax delinquent and has been included in the Washington County tax sale process for at least two tax sale cycles with no transfer of ownership.

C. Subject property is not in the process of foreclosure or at risk of foreclosure by a lien holder or tax sale certificate holder.

224-5. Tax sale foreclosure process and delinquent tax litigation.

A. The Committee shall select the properties to withhold from the next annual tax sale administered by the Washington County Treasurer.

B. The Committee will recommend the selected properties to the Mayor & City Council (M&CC) for certification to be withheld from the next tax sale pursuant to Section 14-811 (c) of the Tax – Property Article of the Annotated Code of Maryland.

C. The Committee will present any certified properties to the Washington County Board of County Commissioners (Commissioners) and request the Commissioners certify the properties to be withheld from the next tax sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland. The Committee will seek the Commissioners' approval to waive all Washington County Taxes due on the certified properties.

D. The Committee will deliver to the Washington County Treasurer (Treasurer) a list of properties that have been certified by both M&CC and Commissioners, requesting those properties be withheld from the next Tax Sale administered by the Treasurer.

After the Tax Sale, the City shall acquire the tax certificates from the Treasurer and pursue foreclosure of the right of redemption for each property.

E. The City reserves the right to pursue delinquency judgments against any and all who are responsible for any delinquent taxes.

~~224-4~~ 224-6**. Categorization of subject properties.**

~~With assistance from the Planning and Code Administration Department ("PCAD"), Community and Economic Development ("DCED") staff~~ The Committee will categorize eligible properties for repurposing as:

A. Vacant and undevelopable: vacant (i.e. unimproved) parcel not suitable for building construction or development per the City Code;

B. Vacant and developable: vacant (i.e. unimproved) parcel suitable for building construction or development;

C. Structure in Need of Rehabilitation: parcel with vacant structure suitable for rehabilitation; or

D. Structure Requiring Demolition: parcel with vacant structure not suitable for rehabilitation ~~beyond repair~~ and so requiring demolition.

~~224-5~~ 224-7. Vacant and undevelopable end user selection process.

A. The City will seek interest from owners of contiguous ~~property~~ properties offering a potential transfer of the property for the sale price of $1.

B. Notification to contiguous property owners will be made via certified letters mailed to the address listed on the State Department of Assessments and Taxation (SDAT) website. The mailing will include a property acquisition interest form for potential end users to complete.

C. Interested property owners must complete the form and return it to the ~~DCED~~ City Clerk within 30 days from the date of the letter.

D. ~~End users will be ranked in order of receipt of successfully completed property acquisition interest form.~~ If multiple ~~property acquisition interest forms~~ offers are received ~~at the same time~~, the ~~DCED review committee~~ Committee will review and rank ~~and prioritize forms based upon proximity to the subject property~~ project proposals based on criteria set forth in the policy.

~~E. The City will enter into a contract of sale (contingent upon City acquisition of subject property) with the first owner to successfully complete and return the property acquisition interest form..~~

~~F. After execution of a contract of sale (contingent upon City acquisition of the subject property) with the successful applicant, the City will begin the tax sale foreclosure process on the subject property and, once under City ownership, the property will be transferred to the end user per the agreed-upon terms in the contract.~~

E. The Committee will recommend the highest-ranking interested property owner to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the interested property owner.

F. ~~G.~~ If no interested contiguous owners seek ownership of the subject lot, the City will review the possibility of use for green space, stormwater management, or other options meeting the M&CC strategic goals.

224-8. End User Selection Process for all other categories.

A. The City will demolish the improvements on any property classified as Structure Requiring Demolition prior to transfer of title from the City to an End User.

B. The City shall solicit interest from Qualified Nonprofit Organizations by listing the property on City website and posting on City's social media platforms.

C. Interested Qualified Nonprofit Organizations shall submit the completed property acquisition interest form to the City Clerk within 60 days from the date of the letter.

D. If property acquisition interest forms are received from multiple Qualified Nonprofit Organizations during the 60-day period, the Committee will review and rank project proposals based on criteria set forth in the Policy.

E. The Committee will recommended the highest-ranking proposal to the M&CC, the City will into a contract of sale with the selected Qualified Nonprofit Organization.

F. If no Qualified Nonprofit Organization seeks ownership of the property, the City will utilize Multiple Listing Service (MLS) to list the property for sale.

G. Potential purchasers must complete and submit a property acquisition interest form to the City Clerk within fourteen (14) days of their offer in order for their offer to be considered by the Committee.

H. If multiple offers are received, the Committee will review and rank project proposals based on criteria set forth in the Policy.

I. The Committee will present the recommended purchaser to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the selected purchaser.

J. If no contract for sale is completed within 365 days of the listing date on MLS for structure(s) in need of rehabilitation or vacant and developable land, the Committee will evaluate other options to make the property more marketable or for other purposes meeting the M&CC strategic goals.

~~**224-6. Vacant and developable end user selection process.**~~

~~A. First option: sale/donation to qualified nonprofit organization.~~

~~(1) The City shall solicit interest from qualified nonprofit organizations based on a policy developed and maintained by the DCED.~~

~~(2) Notification to qualified nonprofit housing organizations meeting criteria set forth in City policy shall be made via certified letters.~~

~~(3) Interested organizations shall submit the completed form to the DCED within 45 days from the date of the letter.~~

~~(4) If property acquisition interest forms are received from multiple qualified nonprofit organizations during the forty-five-day application period, the City's DCED review committee will review and rank project proposals based on criteria set forth in City policy.~~

~~(5) The DCED review committee will present the recommended proposal to the Mayor and City Council (M&C) for approval. If approved by the M&C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected organization.~~

(6) After execution of the contract of sale (contingent upon City acquisition of the subject property) with the selected organization, the City will begin the tax sale foreclosure process on the subject property and once under City ownership, the property will be transferred to the end user per the agreed-upon terms in the contract.

(7) If no organization seeks ownership of the subject property or properties, the City would utilize an RFP open to all interested developers and/or will review the possibility of use for green space, stormwater management, or other needs.

B. Second option: RFP to all interested developers.

(1) The City shall solicit interest from all potential developers through a formal RFP process. The opportunity to acquire the property for redevelopment will be advertised on the City website and in a newspaper with local distribution.

(2) The RFP process shall solicit proposals for redevelopment of the subject property or properties subject to criteria set forth in a policy developed and maintained by the DCED.

(3) All RFPs appropriately completed and timely received shall be reviewed by the DCED review committee.

(4) If multiple RFPs are received, the DCED review committee shall review and rank the proposals based on criteria set forth in the City policy.

(5) The DCED review committee will present the recommended proposal to the Mayor and City Council for approval. If approved by the M & C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected developer.

(6) After execution of a contract of sale (contingent upon City acquisition of the subject property) with the selected developer, the City will begin the tax sale foreclosure process on the subject property and once under City ownership, the property will be transferred to the end user per the agreed-upon terms in the contract.

(7) If no proposals are received for a subject property, the City is to review the possibility of use for green space, stormwater management, or other needs.

224-7. Structure in need of rehabilitation end user selection process.

A. First option: direct outreach to qualified nonprofit organizations with the understanding the qualified nonprofit organization would agree to rehabilitate the structure.

(1) The City shall solicit interest from qualified nonprofit organizations based on a policy developed and maintained by the DCED.

(2) Notification to qualified nonprofit housing organizations meeting criteria set forth in City policy shall be made via certified letters.

(3) Interested organizations shall submit the completed form and return it to the City's DCED within 45 days from the date of the letter.

(4) If property acquisition interest forms are received from multiple qualified nonprofit organizations during the forty-five-day application period, the City's DCED review committee will review and rank project proposals based on criteria set forth in City policy.

(5) The DCED review committee will present the recommended proposal to the Mayor and City Council for approval. If approved by the M&C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected organization.

(6) After execution of a contract of sale (contingent upon City acquisition of the subject property) with the selected organization, the City will begin the tax sale foreclosure process on the subject property and, once under City ownership, the City will commence with demolition of the existing structure.

(7) After demolition of the structure, the property will be transferred to the end user per the agreed-upon terms in the contract.

(8) If no organization seeks ownership of the subject property or properties, the City would utilize an RFP open to all interested developers and/or will review the possibility of use for green space, stormwater management, or other needs.

B. Second option: RFP to all interested developers with the understanding that developer would agree to rehabilitate the structure.

(1) The City shall seek interest from all potential developers through a formal RFP process. The opportunity to acquire the property for new construction development will be advertised on the City website and local newspaper.

(2) The RFP process shall solicit proposals for new building construction on the subject property or properties subject to criteria set forth in a policy developed and maintained by the DCED.

(3) All RFPs appropriately completed and timely received shall be reviewed by the DCED review committee.

(4) If multiple RFPs are received, the DCED review committee shall review and rank the proposals based on criteria set forth in the City policy.

(5) The DCED review committee will present the recommended proposal to the Mayor and City Council for approval. If approved by the M & C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected developer.

(6) After execution of a contract of sale (contingent upon City acquisition of the subject property) with the selected developer, the City will begin the tax sale foreclosure process on the subject property and, once under City ownership, the property will be transferred to the end user per the agreed-upon terms in the contract.

(7) If no proposals are received for a subject property, the City is to review the possibility of use for green space, stormwater management, or other needs.

224-8. Structure in need of demolition end user selection process.

A. First option: direct outreach to qualified nonprofit organizations with the understanding The City would undertake demolition of existing structure prior to transfer of ownership. Qualified nonprofit organization would agree to acquire a vacant, buildable lot.

(1) The City shall solicit interest from qualified nonprofit organizations based on a policy developed and maintained by the DCED.

(2) Notification to qualified nonprofit housing organizations meeting criteria set forth in City policy shall be made via certified letters.

(3) Interested organizations shall submit the completed form and return it to the City's DCED within 45 days from the date of the letter.

(4) If property acquisition interest forms are received from multiple qualified nonprofit organizations during the forty-five-day application period, the City's DCED review committee will review and rank project proposals based on criteria set forth in City policy.

(5) The DCED review committee will present the recommended proposal to the Mayor and City Council for approval. If approved by the M&C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected organization.

(6) After execution of a contract of sale (contingent upon City acquisition of the subject property) with the selected organization, the City will begin the tax sale foreclosure process on the subject property and, once under City ownership, the City will commence with demolition of the existing structure.

(7) After demolition of the structure, the property will be transferred to the end user per the agreed-upon terms in the contract.

(8) If no organization seeks ownership of the subject property or properties, the City would utilize an RFP open to all interested developers and/or will review the possibility of use for green space, stormwater management, or other needs.

B. Second option: RFP to all interested developers with the understanding the City would undertake demolition of existing structure prior to transfer of ownership. Developer would agree to acquire a vacant, buildable lot.

(1) The City shall seek interest from all potential developers through a formal RFP process. The opportunity to acquire the property for new construction development will be advertised on the City website and local newspaper.

(2) The RFP process shall solicit proposals for new building construction on the subject property or properties subject to criteria set forth in a policy developed and maintained by the DCED.

(3) All RFPs appropriately completed and timely received shall be reviewed by the DCED review committee.

(4) If multiple RFPs are received, the DCED review committee shall review and rank the proposals based on criteria set forth in the City policy.

(5) The DCED review committee will present the recommended proposal to the Mayor and City Council for approval. If approved by the M & C, the City will enter into a contract of sale (contingent upon City acquisition of the subject property) with the selected developer.

(6) After execution of a contract of sale (contingent upon City acquisition of the subject property) with the selected developer, the City will begin the tax sale foreclosure process on the subject property and, once under City ownership, property will be transferred to the end user per the agreed-upon terms in the contract.

(7) After demolition of the structure, the property will be transferred to the end user per the agreed-upon terms in the contract.

(8) If no proposals are received for a subject property, the City is to review the possibility of use for green space, stormwater management, or other needs.

224-9. Tax sale foreclosure process and delinquent tax litigation.

A. All property sale contracts are contingent upon City foreclosure and acquisition of the subject property.

B. The City shall begin the tax sale foreclosure process once an end user is identified and a contract of sale (contingent upon City acquisition of subject property) has been executed.

C. The City will take all necessary legal steps to execute tax sale foreclosure of subject property or properties.

D. The City will pursue necessary legal steps to obtain a judgment against the property owner who is responsible for all delinquent taxes.

~~224-10~~ 224-9. **Voluntary property transfer.**

~~If the owner of a delinquent property desires to voluntarily transfer the property to the City, the City will consider forgiveness of outstanding City liens only if the owner can provide clear title (other than outstanding City liens) and the property can be transferred without requiring the City to utilize the foreclosure process. Acceptance of voluntary transfers and any subsequent lien forgiveness are subject to consideration and approval by the elected body.~~

The M&CC will consider accepting title to a tax delinquent property where its owner desires to voluntarily transfer the parcel to the City, and the property can be transferred without requiring any litigation, including but not limited to foreclosures and quiet title actions.

~~224-11~~ 224-10. **End user eligibility.**

Notwithstanding other eligibility requirements contained within this chapter or within City policy, no individual or entity shall be eligible for participation in this program ~~if that individual or entity is the record owner of any tax-delinquent property, or if that individual or entity is subject to a judgment for delinquent taxes, or if that individual or entity is otherwise not in good standing with the City of Hagerstown regarding City taxes, City utilities, or City licensing programs~~ as an End User if that individual or entity: (1) is the record owner of any tax-delinquent property, (2) is subject to a judgment for delinquent taxes, (3) is otherwise not in good standing with the City of Hagerstown regarding City taxes, City utilities, City loan programs, City licensing programs, (4) is not in Good Standing with the State of Maryland, if applicable, or (5) has been issued a notification of permits required within the last three (3) years for performing construction work without proper construction permits.

224-11. Nonconformity.

Nonconformity of a parcel will not expire during City ownership and control. Time for determining the expiration of the nonconforming use shall begin on the day the City transfers title to a third party owner.

Chapter 224. Tax Sale Property Repurpose Program

224-1. Purpose.

The purpose of this chapter is to facilitate the repurposing and revitalization of vacant and abandoned properties located within the City of Hagerstown and subject to tax sale. This program will target properties that are vacant, unsafe, and unfit for habitation or a vacant lot, as defined in Section 14-811(c) of the Tax - Property Article of the Annotated Code of Maryland.

224-2. Definitions.

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

COMMITTEE

A group of City employees appointed by the City Administrator with experience in economic development, community development, construction permits, vacant licensing, grant funding, and other experience relevant to the repurposing and revitalization of vacant and abandoned properties, as determined by the City Administrator.

END USER

The individual, individuals, or entity that is a party to a contract of sale (contingent upon City acquisition of subject property) for a specific property and to whom, pursuant to the terms and conditions of the contract of sale, the City intends to convey that specific property if and when the City obtains clear title through the tax sale foreclosure process.

QUALIFIED NONPROFIT ORGANIZATION

A state-level designated nonprofit organization with a mission or purpose that provides affordable housing options.

POLICY

Established criteria and guidelines for the qualified nonprofit organizations and other end users and ranking matrix for potential end users of a City acquired tax sale property as outlined in this Chapter.

224-3. Committee Policy

The Committee shall be authorized to establish a Policy for this program.

224-4. Program eligibility for subject properties.

A property shall be eligible for the subject program when it meets the following criteria:

A. Subject property must be a vacant structure, a vacant blighted structure, or an abandoned structure as defined by the City Code.

B. Subject property is tax delinquent and has been included in the Washington County tax sale process for at least two tax sale cycles with no transfer of ownership.

C. Subject property is not in the process of foreclosure or at risk of foreclosure by a lien holder or tax sale certificate holder.

224-5. Tax sale withholding and foreclosure process.

A. The Committee shall select the properties to be withheld from the next annual tax sale administered by the Washington County Treasurer.

B. The Committee will recommend the selected properties to the Mayor & City Council (M&CC) for certification to be withheld from the next tax sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland.

C. The Committee will present any certified properties to the Washington County Board of County Commissioners (Commissioners) and request the Commissioners certify the properties to be withheld from the next tax sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland. The Committee will seek the Commissioners' approval to waive all Washington County Taxes due on the certified properties.

D. The Committee will deliver to the Washington County Treasurer (Treasurer) a list of properties that have been certified by both M&CC and Commissioners, requesting those properties be withheld from the next Tax Sale administered by the Treasurer.

   After the Tax Sale, the City shall acquire the tax certificates from the Treasurer and pursue foreclosure of the right of redemption for each property.

E. The City reserves the right to pursue delinquency judgments against any and all who are responsible for any delinquent taxes.

224-6. Categorization of subject properties.

The Committee will categorize eligible properties for repurposing as:

A. Vacant and Undevelopable: vacant (i.e. unimproved) parcel not suitable for building construction or development per the City Code;

B. Vacant and Developable: vacant (i.e. unimproved) parcel suitable for building construction or development;

C. Structure in Need of Rehabilitation: parcel with vacant structure suitable for rehabilitation; or

D. Structure Requiring Demolition: parcel with vacant structure not suitable for rehabilitation and so requiring demolition.

224-7. Vacant and undevelopable property end user selection process.

A. The City will seek interest from owners of contiguous properties offering a potential transfer of the property for the sale price of $1.

B. Notification to contiguous property owners will be made via certified letters mailed to the address listed on the State Department of Assessments and Taxation (SDAT) website. The mailing will include a property acquisition interest form for potential end users to complete.

C. Interested property owners must complete the form and return it to the City Clerk within 30 days from the date of the letter.

D. If multiple offers are received, the Committee will review and rank project proposals based on criteria set forth in the policy.

E. The Committee will recommend the highest-ranking interested property owner to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the interested property owner.

F. If no interested contiguous owners seek ownership of the subject lot, the City will review the possibility of use for green space, stormwater management, or other options meeting the M&CC strategic goals.

224-8. End User Selection Process for all other categories.

A. The City will demolish the improvements on any property classified as Structure Requiring Demolition prior to transfer of title from the City to an End User.

B. The City shall solicit interest from Qualified Nonprofit Organizations by listing the property on City website and posting on City's social media platforms.

C. Interested Qualified Nonprofit Organizations shall submit a completed property acquisition interest form to the City Clerk within 60 days from the date of the letter.

D. If property acquisition interest forms are received from multiple Qualified Nonprofit Organizations during the 60-day period, the Committee will review and rank project proposals based on criteria set forth in the Policy.

E. The Committee will recommend the highest-ranking proposal to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the selected Qualified Nonprofit Organization.

F. If no Qualified Nonprofit Organization seeks ownership of the property, the City will utilize Multiple Listing Service (MLS) to list the property for sale.

G. Potential purchasers must complete and submit a property acquisition interest form to the City Clerk within fourteen (14) days of their offer in order for their offer to be considered by the Committee.

H. If multiple offers are received, the Committee will review and rank project proposals based on criteria set forth in the Policy.

I. The Committee will present the recommended purchaser to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the selected purchaser.

J. If no contract for sale is completed within 365 days of the listing date on MLS for structure(s) in need of rehabilitation or vacant and developable land, the Committee will evaluate other options to make the property more marketable or for other purposes meeting the M&CC strategic goals.

224-9. Voluntary property transfer.

The M&CC will consider accepting title to a tax delinquent property where its owner desires to voluntarily transfer the parcel to the City, and the property can be transferred without requiring any litigation, including but not limited to foreclosures and quiet title actions.

224-10. End user eligibility.

Notwithstanding other eligibility requirements contained within this chapter or within City policy, no individual or entity shall be eligible for participation in this program as an End User if that individual or entity: (1) is the record owner of any tax-delinquent property, (2) is subject to a judgment for delinquent taxes, (3) is otherwise not in good standing with the City of Hagerstown regarding City taxes, City utilities, City loan programs, City licensing programs, (4) is not in Good Standing with the State of Maryland, if applicable, or (5) has been issued a notification of permits required within the last three (3) years for performing construction work without proper construction permits.

224-11. Nonconformity.

Nonconformity of a parcel will not expire during City ownership and control. Time for determining the expiration of the nonconforming use shall begin on the day the City transfers title to a third party owner.

Tax Sale Property Repurpose Program Policy

Implemented pursuant to City Code Section 224-3

Non-profit Organization

The following criteria will be utilized to rank applications submitted for a property in the Tax Sale Property Repurpose Program.

- Non-profit organizations mission statement
- Describe the construction project including amenities such as a dishwasher, laundry, or HVAC
- Provide project timeline including construction start and completion date
- Financing plan for purchase and construction project
- List construction project(s) including level of investment for each project within the last three years
- Explain property maintenance once property is occupied including lawncare
- Identify ownership organization after construction project is completed and tax status

Multiple Listing Service (MLS)

The following criteria will be utilized to rank purchase offers through MLS

- Description the construction project including amenities such as a dishwasher, laundry, or HVAC
- Project timeline including construction start and completion date
- Financing plan for construction project
- List construction project(s) including level of investment for each project over the last three years
- Explain property maintenance once property is occupied including lawncare
- Identify ownership organization after construction project is completed and tax status
- Good standing status with the City as outlined in Chapter 224

Organization: _____

Property: _____

Grading Criteria	Not demonstrated	Below Expectations	Meets Expectations	Exceeds Expectations
Mission statement meets program requirements	No mission statement provided	Mission statement, no affordable housing focus	Mission statement with affordable housing focus	
	0	3	5	
Clearly describes construction project	No construction project	Construction project provides basic amenities (No laundry, no dishwasher, no air conditioning)	Construction project provides basic amenities plus one of the following - dishwasher, laundry, HVAC	Construction project meets PEP guidelines for residential housing
	0	3	5	10
Project Timeline	No schedule provided	Project is scheduled to be completed more than 2 years from settlement date	Project is scheduled to be completed within 2 years from settlement date	Project is scheduled to be completed less than 2 years from settlement date
	0	3	5	10
Demonstrate ability to finance project	No finance plan	Requires City assistance to redevelop the property	Funding the project through private loans	Funding the project from cash savings
	0	3	5	10
Ability to construct/rehab structures	No previous experience on rehabilitation/construction projects	Organization has constructed/renovated less than 1 property within the last 3 years	Organization has constructed/renovated 2-3 properties within the last 3 years	Organization has constructed/renovated 4+ properties within the last 3 years
	0	3	5	10
Demonstrate ability to maintain property	No maintenance plan	Maintenance plan includes non-profit hiring property management company	Maintenance plan includes non-profit managing the property after renovation	Maintenance plan includes non-profit managing the property and utilizing their own maintenance staff for maintenance or home owner performs maintnenace
	0	3	5	10
End Use meets program goals		Property ownership would be considered tax exempt	Property ownership is with a taxable entity	
		3	5	

Notes: _____

_____

_____

_____

Total Points: _____ (Maximum score - 60 points)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Review of Recommended Consultant for Next 10 Year Downtown Plan – *Doug Reaser, Economic Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
021825_WS_Consultant_10_Year_Downtown_Plan.pdf	Memo: Consultant 10-Yr Downtown Plan
Urban_Partners_10-Yr_Downtown_Plan_-_Consent.pdf	Consent: Urban Partners

Hagerstown
COMMUNITY & ECONOMIC DEVELOPMENT

TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager
Joanna Wu, Planner

DATE: February 14, 2025

RE: Recommended Consultant for Next 10 Year Downtown Plan

Staff will attend the February 18, 2025 Work Session of the Mayor and City Council to review the recommended consultant for the next 10-Year Downtown Plan.

A staff review team is recommending the proposal submitted by the consultant team of Urban Partners in association with MKSK. The price proposal submitted of $196,264 is attached.

Staff recommend this consultant team for the following reasons:

- Cohesiveness of the team and demonstrated experience working together
- Recognition of Hagerstown's current stage of redevelopment and ability to take us to the next level
- Experience and ability to bring successful strategies from other downtown to Hagerstown
- Assembled team with expertise in Economic Analysis and Placemaking
- A strong community engagement strategy to ensure community ownership of the end product

The price proposal is justified by the proposal's higher level of economic analysis, holistic approach and comprehensive community engagement, quality graphics presentation, and robust team with expertise in economic analysis and placemaking.

For additional background, attached is the Request for Proposals (RFP) for the project which outlines the scope of services expected for the project.

The City was very fortunate to receive an outstanding response to the Request for Proposals, and the staff review team was very impressed with the quality of proposals received. The proposals were evaluated using the criteria specified in the RFP.

<u>Proposals Received</u>

- 13 proposals were received
- Proposals were reviewed and narrowed to 7 for presentation interviews
- Information from the interviews was reviewed and the proposals were narrowed to 3 for review of price proposals and review of comparable plans developed for other communities
- Proposals were narrowed to 1 for recommendation

Evaluation Criteria from RFP

- Team Qualifications (40%)
- Project Approach (40%)
- Quality of Performance History (20%)

Cross-Department Staff Review Team

Department of Community & Economic Development

- Jill Thompson, Director of Community & Economic Development
- Doug Reaser, Economic Development Manager

Planning & Code Administration Department

- Kathy Maher, Director of Planning & Code Administration
- Joanna Wu, Planner

Community Engagement Department

- Brittany Arizmendi, Director of Community Engagement

Attachments

Motion
Consent Agenda Form
Price Proposal
Scoring Sheet
Project Proposal
Request for Proposal

c: Jill Thompson
Kathy Maher
Brittany Arizmendi
Michelle Hepburn
Tyler French

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: 2/25/2025

TOPIC: **Award of Contract to UP Development Planning LLC (dba Urban Partners) for Creation of the 10-Year Downtown Plan and Implementation Strategies**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	_X__

MOTION: I hereby move for the Mayor and City Council to approve a contract with UP Development Planning LLC (dba Urban Partners) for $196,264 as outlined in the attached consent form.

DATE OF INTRODUCTION: 2/25/2025
DATE OF PASSAGE: 2/25/2025
EFFECTIVE DATE: 2/25/2025

Price Proposal

The Urban Partners team is prepared to complete the Hagerstown 10-Year Downtown Plan and Implementation Strategies for a total project fee of **$196,264**, which includes all professional and out-of-pocket expenses associated with our work. Out-of-pocket expenses, which include travel, document production, and necessary data purchases, will be billed at cost.

Task	TOTAL	Urban Partners				MKSK		
	All Staff	Lankenau	Kwon	Hartling	Cunniff	Meyer	Calvo	Walia
Phase 1: Kickoff & Background Analysis								
1.1 Review Existing Plans and Documents	10	2			8			
1.2 Kickoff Meeting (Steering Committee Meeting #1 - In-Person)	24	8	8				4	4
1.3 Study Area Site Tour	32	8	8				8	8
1.4 Demographic/Economic Trends Analysis	20	4			16			
1.5 Study Area Existing Conditions Analysis	14	4	4				4	2
1.6 Steering Committee Meeting #2 (Virtual)	16	4	2			2	4	4
Total	116	30	22	0	24	2	20	18
Phase 2: Community Engagement								
2.1 Project Website	14	2					8	4
2.2 Online Activities	14	2					8	4
2.3 Online Surveys	51	8	4		12		15	12
2.4 Pop-Ups and On the Ground Engagement	24						4	20
2.5 Key Stakeholder Interviews	38	16	16				3	3
2.6 Community Visioning Workshop	66	8	8				30	20
2.7 Steering Committee Meeting #3 (Virtual)	30	4	2				12	12
Total	237	40	30	0	12	0	80	75
Phase 3: Market Analysis								
3.1 Market Analysis								
- Retail Market	49	32		1	16			
- Residential Market	56	24	24		8			
- Office/Flex Market	32	16			16			
- Entertainmant & Commercial Recreation Market	32	16			16			
- Hotel Market	6	2		4				
3.2 Market Analysis Technical Memorandum	16	12	4					
3.3 Steering Committee Meeting #4 (Virtual)	30	4	2			8	12	4
3.4 Community Update Workshop	48	8	8				20	12
Total	269	114	38	5	56	8	32	16
Phase 4: Feasibility & Implementation								
4.1 Selection of Catalytic Projects	12	2	2	2		2	2	2
4.2 Detailed Feasibility of Catalytic Projects	116	8		40		18	25	25
4.3 Steering Committee Meeting #5 (Virtual)	15	4	2			1	4	4
4.4 Draft Implementation Strategy	50	24	12	12		2		
4.5 Steering Committee Meeting #6 (Virtual)	19	4	2			1	6	6
4.6 Final 10-Year Downtown Plan and Implementation Strategies	50	16	8	8		2	8	8
4.7 Developer Pitch Kit	25	2		1			20	2
4.8 Final Presentation	26	8	8				2	8
4.9 Plan Adoption Process	12	8					2	2
Total	325	76	34	63	0	26	69	57
Total Task Hours	947	260	124	68	92	36	201	166
Hourly Billing Rates	-	$205	$205	$275	$82	$275	$200	$200
Task Costs	$188,264	$53,300	$25,420	$18,700	$7,544	$9,900	$40,200	$33,200
		UP				MKSK		
Reimbursable Expenses (Travel, Data Purchase, etc.)	$8,000	$3,000				$5,000		
Total Costs	$196,264							

Results Summary			
In order Highest to Lowest Score Rnd 2		Total Average Score	
Number	Name	Rnd 1	Rnd 2
13	Benchmark CMR	85	91
8	Urban Partners	88	91
12	Hunden Strategic Partners	80	88
6	Streetscense	87	85
11	MIG, Inc.	81	77
9	Cooper Robertson	80	72
7	The Image Network	86	71
10	Partners for Economic Solutions (PES)	76	
5	Interface Studio	74	
3	BAE Urban Economics	72	
4	FCA	72	
2	Michael Baker International	71	
1	Downtown Redevelopment Services (with Design Workshop)	69	
In order by Number			
Number	Name	Total Average Score	
1	Downtown Redevelopment Services (with Design Workshop)	69	
2	Michael Baker International	71	
3	BAE Urban Economics	72	
4	FCA	72	
5	Interface Studio	74	
6	Streetscense	87	
7	The Image Network	86	
8	Urban Partners	88	
9	Cooper Robertson	80	
10	Partners for Economic Solutions (PES)	76	
11	MIG, Inc.	81	
12	Hunden Strategic Partners	80	
13	Benchmark CMR	85	

#8

CITY OF Hagerstown MARYLAND 1762

Proposal: 10-Year Downtown Plan & Implementation Strategies



Proposed by:

URBAN PARTNERS

123 S. Broad Street, Suite 2042
Philadelphia, PA 19109
www.UrbanPartners.us
215-829-1901

in association with:

MKSK

November 18, 2024

URBAN PARTNERS

COMMUNITY & ECONOMIC DEVELOPMENT

123 S Broad Street, Suite 2042
Philadelphia, PA 19109
215 829-1901
www.urbanpartners.us

November 14, 2024

Mr. Tyler French, Procurement Administrator
City of Hagerstown
Office of the City Clerk
1 East Franklin Street, 2nd Floor
Hagerstown, MD 21740

Re: Proposal No. P1838.25 - Hagerstown 10-Year Downtown Plan and Implementation Strategies

Dear Mr. French,

Urban Partners, together with **MKSK**, is pleased to submit the following proposal for the Hagerstown 10-Year Downtown Plan and Implementation Strategies. Having worked with the City of Hagerstown to complete The Community's City Center Plan in 2014 and having witnessed the city's impressive progress with implementing the catalytic projects identified in the plan, we are thrilled by the prospect of working with staff again to collectively identify a new round of innovative projects that will advance Downtown Hagerstown to the next level of revitalization.

We understand that the City of Hagerstown is seeking to assess the accomplishments since the last plan; evaluate the next steps that could strengthen the downtown real estate market and public realm; and identify catalytic programs and projects that could bring vitality to Hagerstown's City Center. To help the City achieve this, we have assembled a team of experts in public outreach, community and economic development, market analysis, development economics, city planning, and urban design. We believe our approach to downtown revitalization—market-based, sustainable, consensus building, and implementation-focused—is the right formula to ensure the continued success of downtown Hagerstown.

The Urban Partners team has completed numerous downtown planning, market, and feasibility analyses throughout the Mid-Atlantic, Midwest, and South. We have a wealth of experience in rejuvenating older cities and our reality-based, action-oriented studies have proven valuable to clients seeking a reliable roadmap for achieving their community's vision.

We appreciate the opportunity to present our team and our detailed approach for this assignment. Please feel free to contact me at (215) 829-1901 or clankenau@urbanpartners.us with any questions.

Sincerely,

Christopher A. Lankenau

Christopher A. Lankenau, AICP
Principal

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Qualifications & Experience

Urban Partners is a Philadelphia-based firm with a 45-year track record of providing high quality services to our clients. The team members assembled for this project have successfully completed numerous economic development planning initiatives in various communities, including Downtown Hagerstown, that are approaching important crossroads for determining and establishing their sustainable futures.

We believe Urban Partners exhibits a series of characteristics that distinguish the firm from others and enable us to provide quality services and work products to our clients:

- We are an intentionally small firm (currently composed of three active principals). The City of Hagerstown can expect **high quality work from this senior management staff**. We don't use interns and other junior level staff to conduct most of the analysis and then merely rubber stamp the deliverables.
- We have completed a vast array of market analyses and economic development strategies that go far beyond research and quantitative analysis—**our strategies serve as detailed blueprints for communities** to realistically consider their assets and opportunities for growth, to exploit their competitive advantages, and to understand the required next steps and responsibilities involved in moving forward.
- Each staff member mobilized for this study has **decades of public engagement experience**. We skillfully conduct public meetings and smaller focus groups; prepare resident surveys; and make presentations to council meetings, neighborhood groups, and downtown development entities.
- We have a **proven track record of identifying a wide range of public and private funding opportunities** to support implementation activities.



Project Team Overview

URBAN PARTNERS
Community & Economic Development

Urban Partners is a national community and economic development consulting firm that assists public, private, and non-profit clients plan and implement feasible development and revitalization efforts. Since 1980, our attention to market and economic realities has helped clients complete an extensive portfolio of revitalization and development projects. Our work includes community-wide plans, district-based strategies, site specific assessments, and cultural/community facility feasibility. We provide sound real estate market analysis to identify the realm of alternatives and detailed fiscal/economic analysis to establish the long-term requirements of project development and sustainable operation.

The following highlights our related areas of expertise. Please see **Appendix 1** for specific detailed project descriptions.



Market Research/Feasibility Analysis

We create specialized economic development strategies for projects having complex development needs, including military bases, hospital complexes, and properties with significant environmental remediation needs. We undertake comprehensive studies, recommend viable development alternatives, identify economic/fiscal impacts of development schemes, and assist in securing developers and project financing.



Downtown & Commercial District Revitalization

We develop overall revitalization strategies for entire downtowns and commercial districts, create site-specific economic development strategies, and assist in the implementation of our recommendations. Our experience involves retail, office, residential, entertainment, lodging and cultural activities - as well as supportive uses such as parking, circulation, infrastructure and streetscape.



Housing Market Analysis & Strategy

We prepare detailed analyses of housing markets that include supply and demand analysis, forecasting of future housing needs, incentive programs to provide unmet demand, and affordable housing needs analysis. Our work usually involves the engagement of community stakeholders in formulating housing priorities. We also assist specific housing developments in identifying target markets and planning production strategies.



Community Planning & Municipal Assistance

We have a strong commitment to working with community development corporations, public agencies, and institutional partners on neighborhood revitalization issues. We create community master plans, identify specific projects, perform market and financial feasibility analysis, and structure the creative and workable financing strategies necessary to move complex urban development projects from conception to completion.



Cultural Heritage Economics

We assist cultural institutions, heritage areas, and recreational facilities in planning, financing, and implementing development projects and supportive programmatic activities that serve their mission and contribute to the tourism economy. We conduct economic impact analyses of cultural tourism activities that demonstrate the far-reaching impact of special exhibitions, festivals, and permanent arts, heritage and recreational programming on a region.

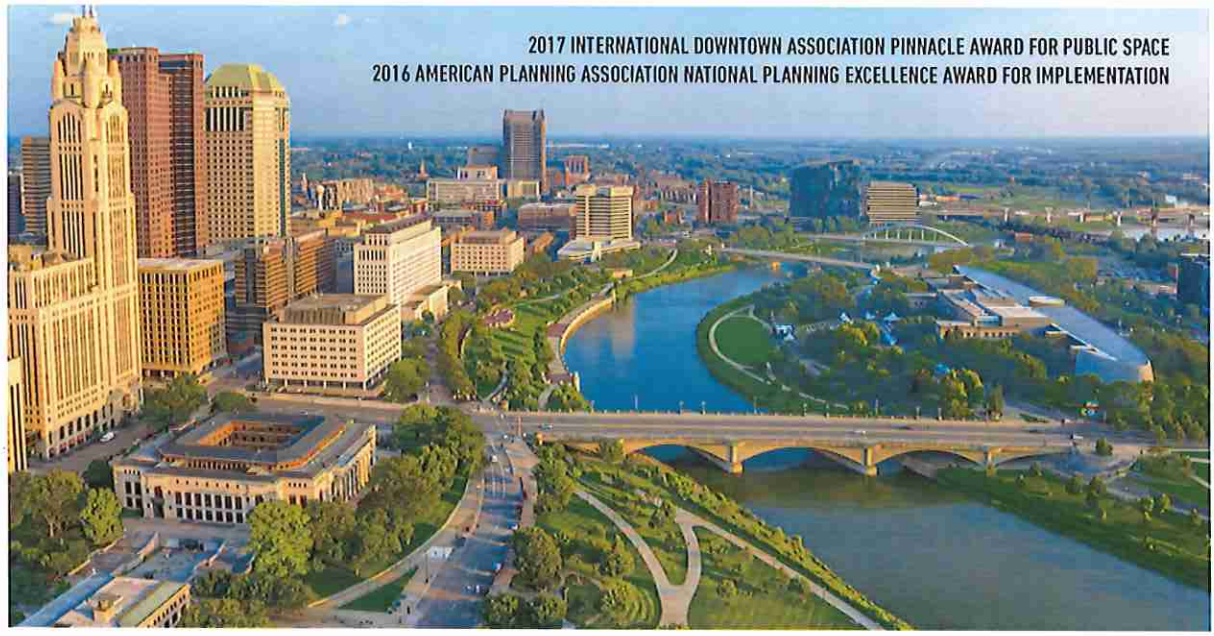


Smart Growth/Regional Planning

We are very active in transit-oriented development projects, cooperative regional planning efforts, and other smart growth initiatives that concentrate development in established urban areas, minimize sprawl development, and protect open space resources. Our services include policy tools such as transfer of development rights and other programs that facilitate implementation of sustainable development activities.

FIRM OVERVIEW

MKSK



We invite you to explore the character of our work.

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We are an employee-owned practice with a network of twelve metropolitan studios in Ohio, Illinois, Indiana, Kentucky, New York, South Carolina, Georgia, Florida, and the District of Columbia. MKSK works to solve the pressing issues in our cities and communities, and build places where people want to live. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design. We help communities and our clients meet the challenges of changing global conditions through the MKSK LAB for Climate and Biodiversity Resilience.

We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

COLUMBUS	614.621.2796
ATLANTA	404.500.8575
CHICAGO	312.809.9707
CINCINNATI	513.818.3842
CLEVELAND	216.423.6150
GREENVILLE	864.626.5715
INDIANAPOLIS	317.423.9600
LAFAYETTE	765.250.9209
LOUISVILLE	502.694.1416
ORLANDO	407.871.9607
ROCHESTER	614.621.2796
WASHINGTON DC	202.543.6550

mkskstudios.com

URBAN PARTNERS
Community & Economic Development

Project Staffing

Throughout the firm's existence, Urban Partners has remained intentionally small to ensure principal and senior management participation in all projects. Four staff members from the firm will be participating in this project.



Project Manager
Principal

- **Christopher A. Lankenau**, AICP, Principal, will serve as Project Manager and will be the point of contact for the City of Hagerstown. Chris is an experienced city planner and economic development specialist having managed dozens of projects for the firm, including the original Hagerstown City Center Plan; several brownfields reuse plans, including Downtown Harrisburg, PA and Wilmington, DE; a real estate market analysis for Downtown Erie, PA; and various housing market analyses in his native Upstate New York. Chris's current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning.



Supporting Staff
Principal

- **Isaac Kwon**, Principal, will help manage this project and complete the analytical work alongside Chris. Isaac brings 20 years of experience in community/economic development and neighborhood-based planning. In the last several years, Isaac served as the managing principal for most of the firm's recent housing market analyses including Housing Study in Dauphin County, PA; the Housing Study in Joplin, MO, Citywide Housing Study in St. Cloud, FL; Downtown Housing Needs Study in Cleveland, OH; the Rental Housing Needs Assessment in Newark, DE; and numerous market analysis and economic development initiatives in Pennsylvania, New Jersey, Virginia, and Ohio.



Supporting Staff
Founding Partner

- **James E. Hartling** is a Founding Partner of Urban Partners and has served as partner-in-charge for most of the firm's economic development, downtown, and neighborhood revitalization project including Hagerstown's City Center Plan. Over his career, Jim has prepared and helped implement housing and commercial revitalization strategies in Philadelphia, Hartford, Trenton, Camden, Pittsburgh, Reading, Baltimore, Cleveland, Miami, Newark, Savannah, and a number of other smaller communities. Jim served many years as a lecturer at the University of Pennsylvania, holds the position of Vice Chairman of Entrepreneur Works, and serves on the advisory board of the Philadelphia Local Initiatives Support Corporation.



Supporting Staff
Associate

- **Amy Cunniff, Associate**, will help provide analytical and research support for the project. Amy served as a team member for a wide range of Urban Partners projects, including the Oneida County NY Housing Study; the Route 60 Real Estate Market Study in Chesterfield County, VA; and a Neighborhood Revitalization Strategy in Chester, PA. Amy is currently completing her master's degree in city planning at the University of Pennsylvania.

MKSK

To provide our clients with the best possible outcomes, we often collaborate with firms that possess complementary skill sets. We are excited to team with **MKSK,** a national interdisciplinary firm that specializes in physical planning, urban design, and landscape architecture. For this study, MKSK will assist Urban Partners with community outreach; site planning, graphics, and renderings; and implementation strategies.



Supporting Staff
Principal in Charge

- **Darren Meyer,** AICP, PLA, ASLA, Principal, Urban Designer, Landscape Architect. Darren takes an open-minded and site-sensitive approach to each project with an attention to detail and an emphasis on the quality of the finished product. From the planning of communities and promoting projects that champion community wellness and sustainability to the details of public open spaces, Darren's more than 20 years of professional experience is at the intersection of complex infrastructure and community life. His approach starts with identifying and understanding the strengths of place and people, and then building on those assets to create healthy environments and stronger communities. Darren serves as a Principal and lead of the Atlanta and Greenville offices of MKSK, responsible for work across the Southeast U.S. He has deep experience in leading large, multidisciplinary teams to tackle complex urban challenges. He has served as the active and engaged leader of both planning and constructed projects bringing proven experience in all aspects of project implementation.



Supporting Staff
Senior Associate,
Planner

- **Luis Calvo**, AICP, Senior Associate, Planner. Luis merges his experience in architectural design with his abilities in urban planning to facilitate the development of public spaces that contribute to their surroundings and energize their communities. Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds

his inspiration from the richness in the diversity of urban neighborhoods and the people that make them vibrant and exciting places to live.



Supporting Staff
Senior Associate,
Urban Designer,
Landscape Architect

- **Sandeep Walia**, PLA, ASLA, LEED AP, Senior Associate, Planner. Sandeep's passion lies in curating holistic human experiences that are built upon history and culture; foster happiness through social, emotional and environmental well-being; and utilize storytelling in design to promote strong community connections. Sandeep incorporates compelling design narratives within her practice that help curate the vision for unique placemaking, connectivity, and human experiences. Collaboration, communication and critical thinking are key to Sandeep's work process. By bringing teams together, both internally and externally, she inspires all participants to follow the design vision throughout the design process.

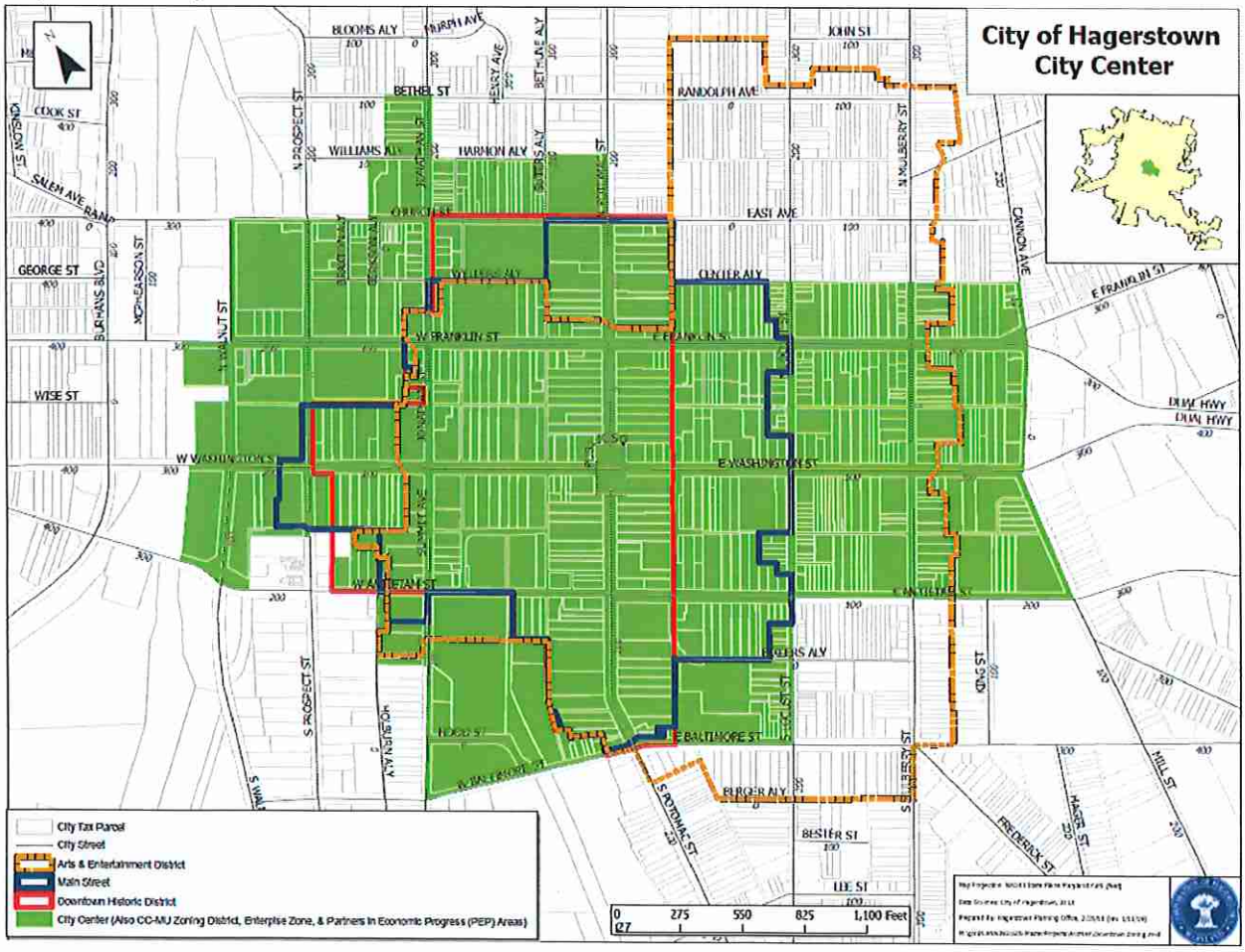
Please see **Appendix 2** for detailed bios of each staff member.

Project Approach

Scope of Work

The Urban Partners team will create a 10-Year Downtown Plan and Implementation Strategies that: 1.) assesses downtown market conditions and opportunities; 2.) builds consensus and ownership among local stakeholders – including property owners, business proprietors, residents, developers, area institutions, etc. – in the formation of implementation strategies to become champions of the effort; 3.) identifies linkage opportunities between the downtown and surrounding amenities; 4.) coordinates with other on-going planning efforts in Hagerstown; and 5.) creates a comprehensive implementation plan that identifies key catalyst projects for the downtown and examines the financial feasibility of those projects including funding, phasing, and physical site concepts. The following methodology outlines our project approach for completing the Downtown Plan.

City Center Study Area



PHASE ONE: KICKOFF & BACKGROUND ANALYSIS

Task 1.1: Review Existing Plans and Documents

The Urban Partners team will begin our work by reviewing the existing on-going planning efforts taking place in Hagerstown to ensure coordination with this project. As identified in the RFP, these plans and documents include the Choice Neighborhoods Plan, the Washington County Strategic Economic Development Plan, and several others. We will also examine any regional or county documents regarding demographics, development activities, employment, etc. that may be pertinent to this assignment.

Task 1.2: Kickoff Meeting (Steering Committee Meeting #1)

The Urban Partners team will hold an in-person project initiation meeting with a project Steering Committee convened by the City. Depending on the City's preference, this Committee could include just staff representatives from the Departments of Community and Economic Development and Planning and Code Administration or could also involve key stakeholders selected to include in the effort. The purpose of this meeting would be to:

1) Confirm the project scope and schedule for deliverables;
2) Establish the community outreach and communications plan;
3) Identify a preliminary key stakeholder interview protocol and list;
4) Articulate individual and collective expectations;
5) Clarify the issues of importance to Steering Committee members that should be considered in the execution of the project; and
6) Coordinate with the Project Committee to schedule future Committee meetings and to consider appropriate locations and dates for the public meetings that will be held during the project.

Task 1.3: Study Area Site Tour

At the conclusion of the Kickoff Meeting, we will conduct a site tour of the City Center Study Area, taking note of physical conditions, areas of challenges and opportunities, missing/potential linkages to surrounding neighborhoods, and locations of recently completed developments and current project sites. This will form the basis of the Study Area Existing Conditions Analysis conducted in Task 5.

Task 1.4: Demographic/Economic Trend Analysis

To provide an understanding of the existing socio-economic climate within downtown Hagerstown, the Urban Partners team will undertake a review and assessment of demographic trends and forecasts for the City Center Study Area, the City of Hagerstown, and the larger Washington County region. We will document regional, county-wide, and Study Area-specific patterns in population, households, household composition, education, income, mobility patterns, and housing occupancy/vacancy/tenure.

We will also examine current economic and investment activity in the Study Area and City of Hagerstown, including emerging and/or declining industry sectors, resident employment, fastest growing occupations and pay rates; income levels and percentage of people earning at or above the minimum wage; and commuting characteristics. We will examine key employers, zones of concentrated jobs, and identify the status of recent and proposed economic development projects in the region that may impact the demand for various use types in the Study Area.

Data sources for this analysis may include the U.S. Census Bureau (for Decennial Census, American Communities Survey, Economic Census, and the Longitudinal Employer-Household Dynamics data), U.S. Bureau of Labor Statistics, and any additional information provided by the City and members of the Steering Committee.

Task 1.5: Study Area Existing Conditions Analysis

The Urban Partners team will undertake a physical analysis of the City Center Study Area to evaluate current zoning, building and lot usage, existing assets/anchors, vacant and underutilized space, building conditions, availability of public space amenities, infrastructure, general streetscape conditions, parking resources, pedestrian, and bicycle and auto circulation patterns, etc. Additionally, we will examine the neighborhoods surrounding the downtown core to understand how well the areas relate and link to one another – visually, thematically and physically.

Field research from the site tour will be supplemented by a review of available property ownership and tax delinquency information to inform us of potential opportunities for acquisition/assembly of potentially priority development sites. Urban Partners will assemble a database of all properties located within the Study Area. Working from this database and other data/information provided by the City, we will document existing land use, existing ownership, recent changes in ownership, and other relevant factors (address, lot size, SF of structure, etc.).

Task 1.6: Steering Committee Meeting #2 (via Video Conference)

Upon completion of the Phase 1 tasks above, we will convene the Steering Committee for an update and to provide an overview of the demographic, economic, and physical landscape within which potential catalytic projects within the Study Area could occur. To save time and costs for all parties involved, we propose holding this meeting via video conference.

PHASE TWO: COMMUNITY ENGAGEMENT

The Urban Partners team, with MKSK as the outreach lead, approaches community engagement as a process of sustained and inclusive decision-making. The goals of community engagement for this project are to generate creative and organic ideas as well as to seek input from diverse audiences (including area youth). Based on these principles, we propose the following tasks:

Task 2.1: Project Website

Serving as a repository of all public project materials, we propose a dedicated project page on the City of Hagerstown website to provide a high level of transparency and real-time communication with the Hagerstown community.

Task 2.2: Interactive Online Activities

Using the Social Pinpoint platform, the project website may include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. In particular, an interactive map engagement tool would provide an opportunity for the public to geo-locate specific ideas or suggestions for public spaces, public art, recreation, and/or development.

Task 2.3: Online Surveys

Launched with the Project Website, MKSK will develop an online questionnaire at the project onset to broaden the team's understanding of downtown's strengths, challenges, and opportunities. Either as a stand-alone survey, or as part of the initial online questionnaire, Urban Partners will also develop housing questions to understand residents' housing needs and preferences and whether downtown Hagerstown is currently providing the housing types being demanded. The survey(s) will be distributed through the city's social media and email lists.

Task 2.4: Pop-Ups and "On the Ground" Engagement

Complementary to traditional engagement methods, pop ups and other creative engagement activities will bring the planning process outside of the public meeting. These activities may include:

- Setting up project tables/booths at community-scale events **(up to 2 events),** from farmer's markets to concerts and festivals to raise awareness of the study, provide information about how to engage throughout the process, and to socialize in conversation with the Hagerstown community to learn firsthand the priorities and concerns related to City Center.
- Sharing project information and ways to get involved at neighborhood-scale events and groups, such as civic association meetings, running clubs, or merchants associations. These

engagements will take the form of Mobile Workshops led by community members identified by staff and Steering Committee who will use in-the-box, user-friendly content for discussion and input provided by MKSK.

- Creating intercept survey opportunities in a variety of areas with high foot traffic and visibility using project-branded environmental graphics that link participants to online content and engagement activities.

Task 2.5: Key Stakeholder Interviews

Using the contact information gathered with assistance from the Steering Committee, the Urban Partners team will conduct a series of virtual interviews to collect candid feedback about issues and opportunities regarding the future of downtown Hagerstown. Suggested interviewees could include city officials, downtown community and housing development organizations, community development funders, real estate brokers, for-profit developers, large employers, key business owners, key cultural and educational institutions, and representatives of merchant organizations.

Task 2.6: Community Visioning Workshop

Critical to our foundational understanding of what Hagerstown residents desire and expect of their downtown, the Urban Partners team will hold a public workshop at the end of this phase to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the planning team, Steering Committee, and other stakeholders.

Area residents, business owners, property holders, and elected officials will be invited to articulate their perspective on the chief needs and opportunities for the Study Area as a whole, share their current perceptions of the downtown, and identify the types of activities they believe to be of greatest priority to the community. The meeting is intended to build excitement and secure community buy-in for the future implementation of the plan's recommendations. Interactive activities, such as mapping exercises, strength/weakness identification, "My vision for City Center..." photobooths, or visual preference surveys, will both inform the project team about community priorities, help affirm project goals and guiding principles, and build community buy-in and support for this process. The Urban Partners team will strive to make this meeting accessible, inclusive, and welcoming to all Hagerstown residents.

Task 2.7: Steering Committee Meeting #3 (via Video Conference)

Upon completion of the Phase 2 tasks above, we will convene a virtual meeting with the Steering Committee to update them on the results of the first phase of engagement, such as online survey results, key takeaways from

conversations with stakeholders, results from activities at the visioning workshop, and the overall themes we have heard so far.

PHASE THREE: MARKET ANALYSIS

Task 3.1: Market Analysis

Urban Partners will prepare a detailed real estate market analysis of the City Center Study Area and identify market segments for which there are development opportunities. We anticipate that this analysis will include the following use types:

Retail - Urban Partners will conduct a market assessment of supply and demand of retail uses that would be physically and thematically appropriate for development within the Study Area. To understand new retail market opportunities for the downtown, we will first identify a series of trade areas from where potential customers are likely drawn for the various types of goods available there. We will provide an inventory of all current retailers within the Study Area and verify key retailers within the trade areas.

To determine the trade areas' supply and demand, we will obtain information about the retail spending behavior of market study area residents from Environics Analytics, which acquires its data from the Nielsen Company. Comparing this demand information against the retail supply in the relevant trade area, we will highlight retail gaps (leakages) and surpluses. With that information, we will identify specific retail opportunities by square-footage that exist for downtown Hagerstown.

Residential - We will also examine both the rental and for-sale housing components of the Study Area's residential market. For sales housing, transaction data will be analyzed to determine the supply and character of the area's existing for-sale housing stock, pricing, and supply characteristics, as well as the sales pace over the past five years. We will profile market conditions for different housing type, including single-family detached, townhomes, and condominiums.

For rental housing, we will use a combination of census data and rental permit records that may be available to perform a detailed analysis of the rental housing market for the Study Area. Using direct inquiries with area property management entities, we can estimate the current occupancy rate and market rents for units in rental communities. We will analyze the pricing/supply characteristics based on the size of the units, types of utilities included in the rents, age of the property, and the amenities offered in the complex. We will also evaluate individual apartment units in the Study Area not part of a rental complex for rents and availability. For any rental development projects that are currently underway or have been recently

completed, we will interview the developers, real estate brokers, and/or property managers to determine the absorption rate.

We will also note the location and condition of any specialized rental housing complexes—such as age-restricted housing facilities, supportive service facilities, Low-Income Housing Tax Credit and other affordable housing facilities—and document the expiration dates for affordability restrictions, if applicable.

Office/Flex – Opportunities for office/flex space-such as medical, legal, real estate, high tech offices, and light manufacturing-will be examined. Interviews will be held with commercial and industrial brokers/developers to gain an understanding of the economics of this portion of the region's commercial market and to elicit their input on appropriate opportunities that might be pursued within the Study Area. As a component of this analysis, interviews may also be held with area corporations, medical facilities, and educational institutions to determine whether they have interest in developing satellite campuses or facilities within the Study Area.

Entertainment & Commercial Recreation – We will examine opportunities to expand the region's entertainment-oriented uses within the Study Area, particularly ones that complement downtown Hagerstown's numerous cultural offerings. Remaining available parcels of land could be attractive to developers of movie theaters, bowling alleys, athletic/fitness complexes, and other specialized entertainment types who wish to provide patrons with easily accessible facilities. Recently, many downtown communities have opened new types of entertainment facilities such as indoor golf venues and axe-throwing centers. Information will be collected about the pattern and location of other facilities within the region and interviews will be conducted with key regional operators to identify the potential for expansion into the Study Area.

Hotel – We will also examine opportunities for a hotel or small-scale lodging development, such as an inn or bed and breakfast. The market characteristics of the surrounding area's lodging offerings will be examined to determine whether any niche opportunities for development within the Study Area exist. There do not appear to be any currently operating hotels in the City Center Study Area, and we will explore whether adequate regional demand and local niche demand exists to support such development. We will secure data from Smith Travel Research to identify the types of lodging facilities available within a competitive distance of the Study Area and to determine their current occupancy and rate levels. We will analyze whether sufficient demand exists to consider new hotel development within this area in the immediate future or once other supportive development has occurred.

Task 3.2: Market Analysis Technical Memorandum

The Urban Partners team will produce a memorandum detailing our Phase Three findings and identifying market potential for the City Center Study Area. Our analysis will identify the characteristics of each potentially feasible use type and the scale of potential activity for each use. Based on our understanding of the Study Area and the uses proposed as feasible, we will also comment on the space needs and/or fit-out requirements of uses, site amenity needs, likely pace of required phasing/absorption, the relationship of development opportunities to one another as well as to existing uses, and any obstacles that the Study Area's location or characteristics may pose. An electronic version of this memo will be distributed to the Steering Committee prior to Task 3.3.

Task 3.3: Steering Committee Meeting #4 (via Video Conference)

The Urban Partners team will meet virtually with the project Steering Committee to review the market analysis findings and to receive input about which use types are of most interest to the Committee and should be given priority for consideration in the ensuing Implementation Plan.

We will discuss with the Committee how the physical characteristics of the downtown area, properties available for redevelopment, and the opportunities that exist to develop better connections between the City Center and surrounding neighborhood amenities begin to point toward the identification and prioritization of specific catalytic projects. At the conclusion of this meeting, we will have worked through with the Project Committee a list of potential potentially feasible actions identified in our analysis and developed a modified roster of projects for potential continued analysis.

Task 3.4: Community Update Workshop

The Urban Partners team will conduct a second public input workshop designed to allow various City of Hagerstown stakeholders and their constituencies to continue participating in the planning process. At this meeting, we will provide participants with an overview of our physical and market analysis and present ideas for preliminary catalytic projects identified above with the Steering Committee. We will discuss how the market findings affect the ability to advance the catalytic projects. At the conclusion of the meeting, participants will be asked to indicate their opinions about the key projects that should be included in the Implementation Plan that they believe best support the community's objectives to reinvigorate downtown Hagerstown as a regional residential, cultural, commercial, entertainment, and educational destination of choice.

PHASE FOUR: FEASIBILITY & IMPLEMENTATION

Task 4.1: Selection of Catalytic Projects

Based on our market and physical analysis findings, the Steering Committee discussion during our review of this analysis, and the priorities expressed by participants in the Community Update Workshop, the Urban Partners team will compile a final list of potential catalytic projects for consideration by the Steering Committee. We will share this list with the Committee via email and solicit feedback regarding priority projects to advance to implementation. Discussion will continue until the group reaches a consensus.

Task 4.2: Detailed Feasibility Analysis of Catalytic Projects

With priority catalytic projects selected for implementation in the previous task, the Urban Partners team will conduct a preliminary site development and feasibility analysis **for two to three (2-3) catalytic redevelopment sites and up to four (4) public realm projects or public policy initiatives** within the Study Area.

For each public realm project, the Urban Partners team will create a scope of work, narrative description, and illustrative graphic to test the feasibility of the project, generate excitement with potential project champions/partners, and allow for capital budget planning. For each catalytic redevelopment site, the Urban Partners team will create a schematic site plan and conceptual rendering that depicts the scale and context of the proposed development. We will also produce a pro-forma analysis for each project that details the characteristics of each development component (number of units, square footage, segment of market served, etc.) and establishes, based on regional market characteristics, the following:

- Financing requirements
- On-going operational requirements
- Sales and rental pricing levels

The Urban Partners team will identify, for each project, whether the proposed development can be self-sufficient, whether it can provide net operating income to support debt service or—depending on the use type—whether it will require a development-period incentive and/or annual operating subsidies. If the latter, we will describe the potential magnitude of those subsidy requirements.

Task 4.3: Steering Committee Meeting #5 (via Video Conference)

The Urban Partners team will meet virtually with the project Steering Committee to review the detailed feasibility analysis for each catalytic project. Based on feedback, we will begin to identify any known implementation and phasing requirements associated with full project development.

Task 4.4: Draft Implementation Strategy

The Urban Partners team will produce a Draft Implementation Strategy that details an action program for each priority catalytic project selected by the Steering Committee. This will include a detailed matrix/sequence of steps necessary for implementation, the list of necessary participants and their responsibilities, phasing recommendations, and the identification of potential sources of funding for development and/or operation. We will identify opportunities for developer or business participation as well as potential foundation and other civic funding to make applications for public resources much more competitive.

Task 4.5: Steering Committee Meeting #6 (via Video Conference)

The Urban Partners team will meet virtually with the project Steering Committee to review the Draft Implementation Strategy. Based on Committee feedback, we will make necessary revisions to the Strategy.

Task 4.6: Final 10-Year Downtown Plan and Implementation Strategies Report

The Urban Partners team will prepare a final 10-Year Downtown Plan and Implementation Strategies Report combining all approved deliverables from Phases One through Four. A digital copy of this report will be distributed to the Steering Committee for final review and approval.

Task 4.7: Developer Pitch Kit

The feasibility analysis and implementation plan developed for each catalytic project will be compiled and condensed into a developer "pitch kit" that can be used to market each site to the developer community and engage the interest of potential investors. This brief development package will summarize the key market findings associated with each project, schematic site plan and conceptual rendering, and pro forma summary.

Task 4.8: Final Presentation

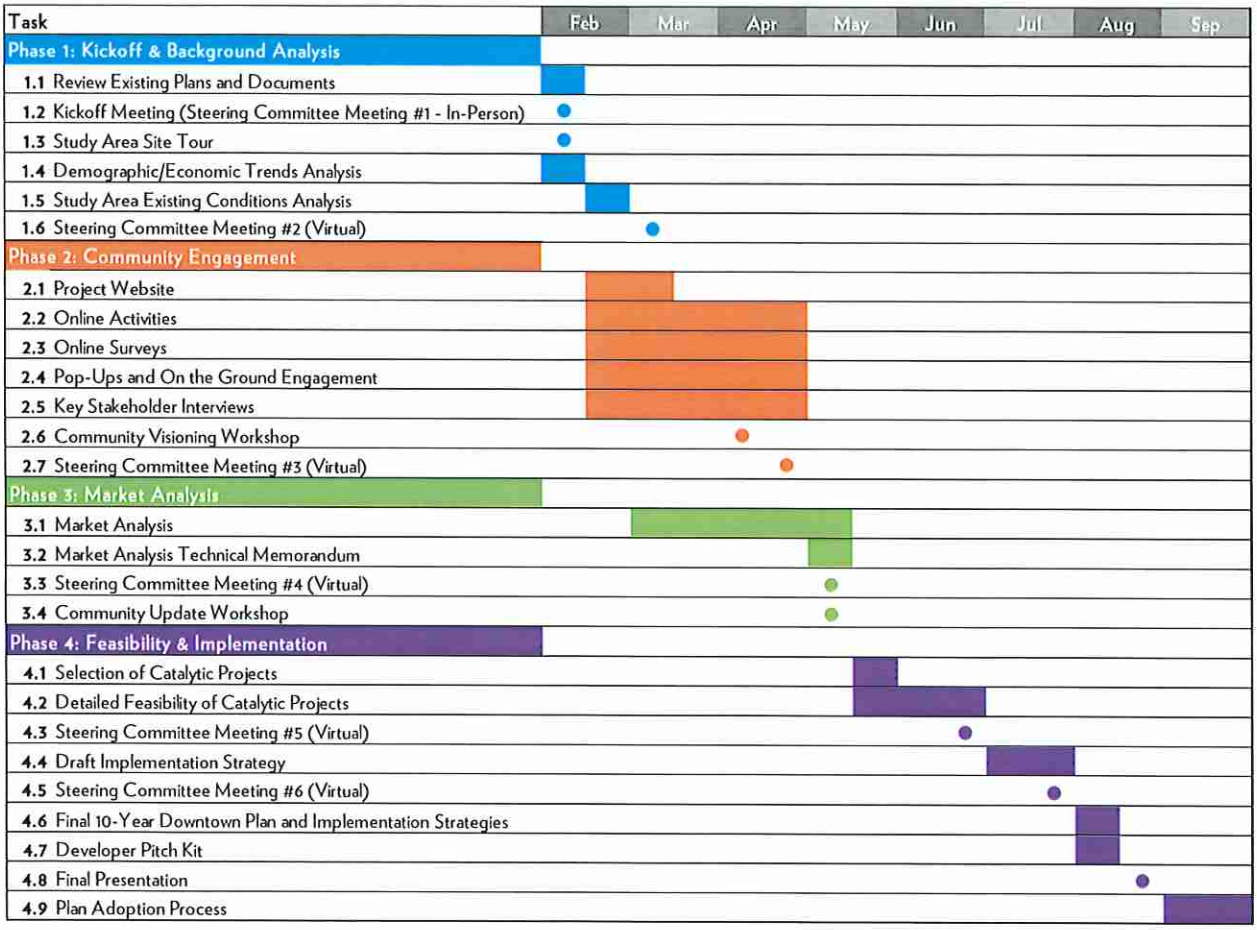
The Urban Partners team will present the Final 10-Year Downtown Plan and Implementation Strategies Report in an in-person public forum selected by the Steering Committee. This could take the form of a community meeting or a presentation to Hagerstown City Council that is open to the public.

Task 4.9: Plan Adoption Process

Following the final presentation, the Urban Partners team will support the City of Hagerstown through the plan adoption process as necessary by providing summaries of the plan's findings and recommendations. We will be available for virtual meetings and hearings as needed.

Project Timeline

The Urban Partners team is prepared to complete the Hagerstown 10-Year Downtown Plan and Implementation Strategies in approximately seven months, assuming a start date in early February 2025. Below is a graphic depicting our proposed schedule in relation to each task, highlighting approximate points when specific meetings and work tasks would potentially occur. We are open to adjustments to this schedule as the project progresses.



Quality of Performance History/References

The Urban Partners team has demonstrated effective cost control, work quality, and adherence to schedules/deadlines on all its projects. Our prior clients are the best measure of our fulfillment of those standards.

Below is a list of several references for relevant projects recently completed by Urban Partners:

1. **Project: Downtown Cleveland Housing Demand Analysis**
   Michael Deemer, Executive Vice President
   Downtown Cleveland Alliance
   1010 Euclid Avenue, 3rd Floor
   Cleveland, OH 44115
   (216) 736-7799
   mdeemer@downtowncleveland.com

2. **Project: City of Harrisburg Community-Wide Brownfield Assessment**
   Bryan Davis, Executive Director
   Harrisburg Redevelopment Authority
   10 N. Second Street
   Harrisburg, PA 17105
   (717) 255-6639
   bdavis@hra-harrisburgpa.org

3. **Project: Boone County Housing Needs Assessment**
   Molly Whitehead, Executive Director
   Boone County Economic Development Corporation
   2030 Indianapolis Avenue
   Lebanon, IN 46052
   (317) 719-5268
   molly@betterinboone.org

Required Forms

The following pages contain the required Bid Submission Forms included in the RFP.

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: UP Development Planning LLC (dba Urban Partners)

CONTACT NAME: Christopher Lankenau

TELEPHONE NUMBER: (215) 829-1901

EMAIL: clankenau@urbanpartners.us

ADDRESS: 123 S. Broad Street, Suite 2042

CITY: Philadelphia STATE: PA ZIP 19109

This form was completed and submitted by: Christopher Lankenau
(Please print or type full name)

Title of Individual: Principal

Signature of Individual: Christopher A. Lankenau

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

UP Development Planning LLC (dba Urban Partners)
Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: Christopher A. Lankereau Date: 11/14/2024

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. DO NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification.

Addendum No. 1	CAL	Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

(a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: UP Development Planning LLC (dba Urban Partners)

ADDRESS: 123 S. Broad Street, Suite 2042, Philadelphia, PA 19109

AUTHORIZED SIGNATURE: Christopher A. Lankenau

NAME AND TITLE PRINTED: Christopher Lankenau, Principal

TELEPHONE & FAX NUMBER: (215) 829-1901

EMAIL: clankenau@urbanpartners.us

DATE: 11/14/2024 FEDERAL EMPLOYER'S IDENTIFICATION NO. 81-4404502

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

__X__ Yes _____ No

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: Downtown Cleveland Housing Demand Analysis

Client Name: Michael Deemer, Downtown Cleveland Alliance

Client Phone Number: (216) 736-7799

Description of Work Performed:

This study (updated in 2022) detailed future housing needs, as well as a recommended housing type mix, such as rental/homeownership, condos, townhomes, age restricted housing, income-restricted housing, etc. Additionally, Urban Partners recommended a set of goals that pertain to housing policy and potential toolkits to promote a healthy and balanced housing market that expands and preserves housing opportunities for all residents.

Total Project Cost: $52,000

Date of Project: Completed 2022

2. Project Name: City of Harrisburg Community-Wide Brownfield Assessment

Client Name: Bryan Davis, Harrisburg Redevelopment Authority

Client Phone Number: (717) 255-6639

Description of Work Performed:

Urban Partners assessed the local real estate market to determine the economic viability of a variety of potential new uses for various developable sites within the Cameron Street Study Area that could potentially support a more vibrant mixed-use urban corridor area while strengthening the city's overall economy. Markets examined for this analysis included market-rate and affordable rental housing, retail, office, and industrial/flex uses. We also assessed the market potential for various food-based uses that could potentially occupy a key anchor facility.

Total Project Cost: $300,000

Date of Project: Completed 2023

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

REFERENCES (Cont'd)

3. Project Name: Boone County Housing Needs Assessment

Client Name: Molly Whitehead, Boone County Economic Development Corporation

Client Phone Number: (317) 719-5268

Description of Work Performed:

The purpose of the Housing Needs Assessment is to identify the existing and future housing inventory throughout Boone County, one of the fastest growing counties in the state, and to determine strategies that will help ensure the housing market provides opportunities for all income levels.

Total Project Cost: $200,000

Date of Project: Completed 2024

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

Christopher A. Lorkeren 11/14/2024
Signature Date

UP Development Planning LLC (dba Urban Partners)
Company Name

Appendix 1: Relevant Projects

The following are detailed project sheets of similar projects by the Urban Partners team completed on time and within the budget allocated.

Urban Partners

- City of Harrisburg Community-Wide Brownfield Assessment
- Downtown Cleveland Housing Demand Analysis Update
- Haddon Avenue Transit Oriented Development Plan
- Boone County Housing Needs Assessment
- Wilmington Northeast Brandywine Riverfront EPA Area-Wide Plan
- Rejuvenating Urban Centers: Dutchess County Opportunity Zone Study
- Savannah Planning and Development Assistance Projects

MKSK

- Downtown Columbus Strategic Plan
- Tulsa Arena District Master Plan
- Decatur Town Center Plan
- Downtown Toledo Master Plan
- Columbia Downtown Strategic Plan and Design Guidelines

Project Profile:

City of Harrisburg Community-Wide Brownfield Assessment

Location:
Harrisburg, PA

Client:
Harrisburg Redevelopment Authority

Collaborators:
Stromberg/Garrigan & Associates

Completion Date:
2020

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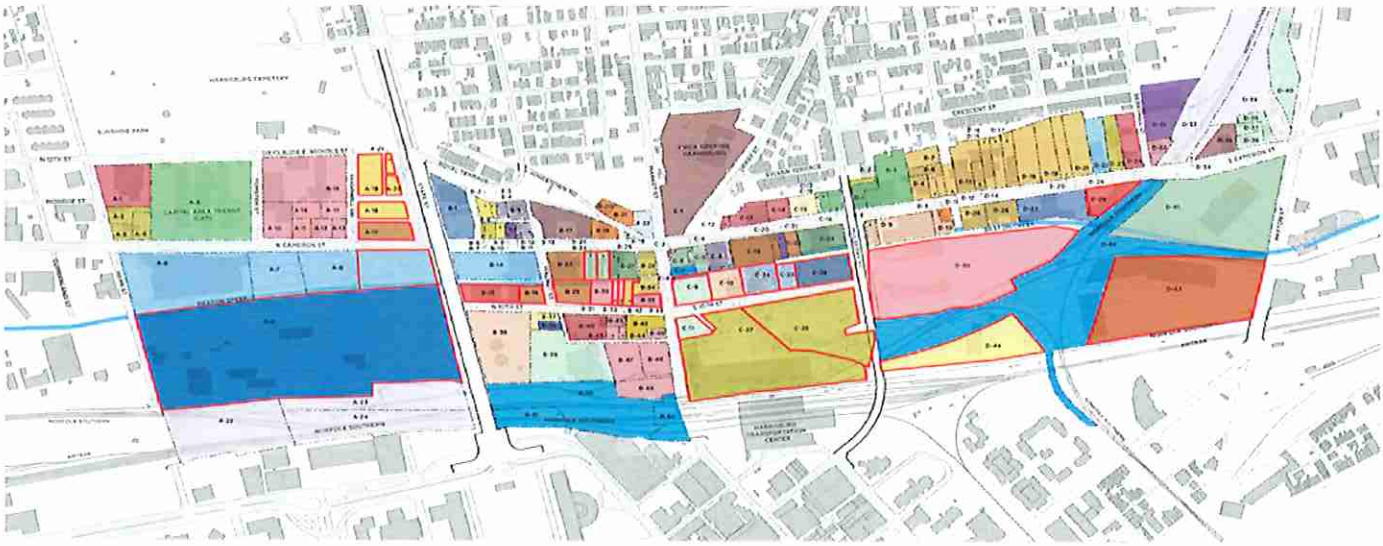
The Redevelopment Authority of the City of Harrisburg (HRA) retained a multi-disciplinary professional consulting team led by Stromberg/Garrigan & Associates (SGA) to prepare a Community-Wide Brownfield Assessment revitalization study for key targeted sites along Cameron Street and S. 17th Street in Harrisburg's South Allison Hill neighborhood. This assessment grant leverages and builds upon a previously awarded U.S. EPA Area-Wide Planning grant project, which SGA helped HRA successfully complete for the community.

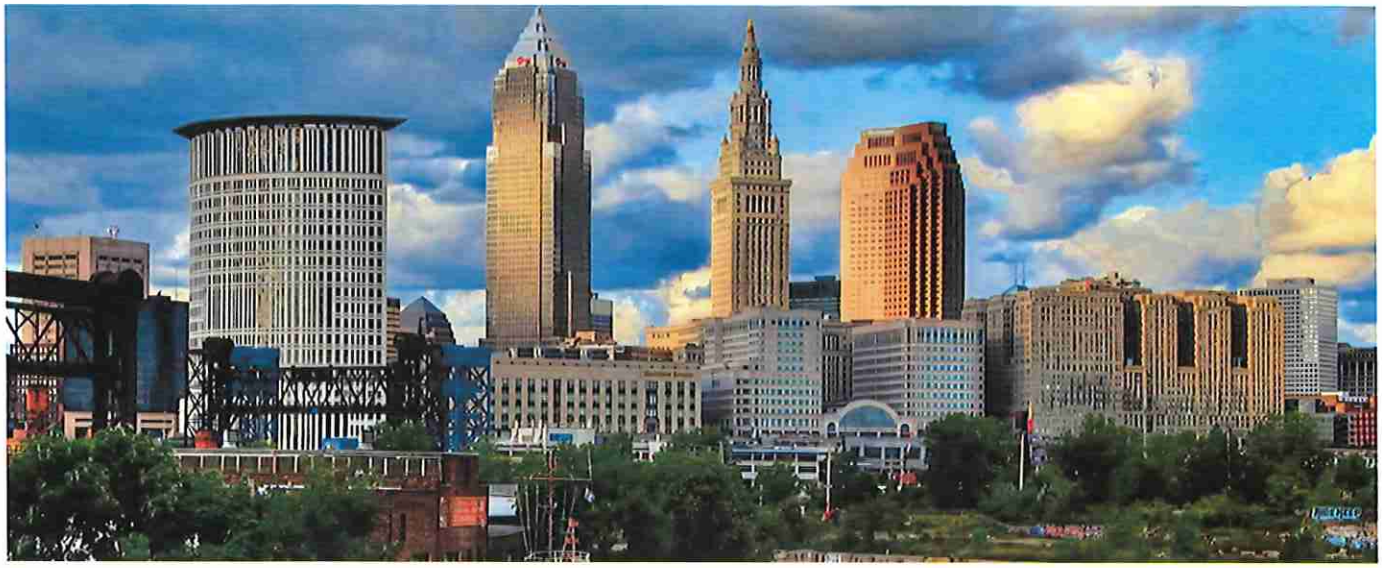
As part of this effort, Urban Partners assessed of the local real estate market to determine the economic viability of a variety of potential new uses for various developable sites within the Cameron Street Study Area that could potentially support a more vibrant mixed-use urban corridor area while strengthening the city's overall economy. Markets examined for this analysis included market-rate and affordable rental housing, retail, office, and industrial/flex uses.

Urban Partners also assessed the market potential for various food-based uses that could potentially occupy a key anchor facility—the former Coca Cola bottling factory—along the 17th Street corridor. Food-related uses examined included a shared kitchen with instructional support, farmers' market, restaurant/food truck area, and catering center. For this exercise we identified a potential operator and operating costs, building and rehabilitation costs, and financial feasibility of the facility.

Key services performed

- Real Estate Market Analysis
- Site Analysis
- Economic Feasibilty





Project Profile:

Downtown Cleveland Housing Demand Analysis

Location:
Cleveland, OH

Client:
Downtown Cleveland Alliance

Completion Date:
2018

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Downtown Cleveland, after many decades of population loss, is currently undergoing a major renaissance supported by a robust housing market. In 2018, the Downtown Cleveland Alliance (DCA) retained Urban Partners to complete a Comprehensive Housing Demand Analysis for Downtown Cleveland (comprised of the Flats, Warehouse District, Gateway District, Playhouse Square, Nine-Twelve District, and Campus District) and the surrounding neighborhoods (including Detroit Shoreway, Ohio City, Tremont, Midtown, St. Clair Superior, and Central).

The results of this study, which was published in the fall of 2018 detailed future housing needs, as well as a recommended housing type mix, such as rental/homeownership, condos, townhomes, age restricted housing, income-restricted housing, etc. Additionally, Urban Partners recommended a set of goals that pertain to housing policy and potential toolkits to promote a healthy and balanced housing market that expands and preserves housing opportunities for all residents.

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Economic Trend Analysis
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation

Project Profile:

Haddon Avenue Transit Oriented Development Plan

Camden County retained a multi-disciplinary professional consulting team led by T & M Associates to undertake an economic development and planning study for the Haddon Avenue corridor between Vesper Boulevard and Dr. Martin Luther King Boulevard--otherwise known and the "Medical Mile"--within the City of Camden. The primary objective of the study is to provide the County and City with a comprehensive analysis and information that can be used by the City to improve future neighborhood planning efforts along the Haddon Avenue corridor. Specifically, the study will focus on solutions that support sustainable transit-oriented development.

As part of this effort, Urban Partners conducted an assessment of the local real estate market to determine the economic viability of a variety of potential new uses for sites along and adjacent to the Haddon Avenue corridor. Markets examined for this analysis include retail, sales housing, market-rate and affordable rental housing, and office/commercial uses. We determined numerous development opportunities for the corridor, particularly new community-serving retail, new workforce sales and rental housing to accommodate nearby employees of the hospitals, Subaru, and Campbell's Soup, and strengthening the existing housing stock to provide more affordable housing to neighborhood residents.

Key services performed

- Real Estate Market Analysis
- Economic Development Recommendations
- Implementation Strategies
- Site Analysis
- Public Presentation



Location:
Camden, NJ

Client:
Camden County

Collaborators:
T&M Associates
Stromberg/Garrigan & Associates

Completion Date:
2019

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215.829.1901
www.urbanpartners.us

Project Profile:

READI Housing Needs Assessment & Utility Study

Location:
Boone County, IN

Client:
Indianapolis Metropolitan Planning Organization, Boone County Economic Development Corporation

Completion Date:
2024

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123 S. Broad Street
Suite 2042
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Boone County, Indiana—with its principal communities of Lebanon, Zionsville, and Whitestown—is one of the fastest growing counties in the state. In the last decade, Boone County grew by 25%, adding more than 14,000 residents and is forecasted to continue its rapid growth in the next two decades.

The stated purpose of the Housing Needs Assessment is to identify existing and future housing inventory throughout Boone County and to determine strategies that will help ensure the housing market provides opportunities for all income levels. Additionally, recognizing that for smaller, more rural communities in the western half of the county to absorb residential demand, adequate infrastructure systems must be planned, the Urban Partners team was charged with assessing capacities for water, sewer, electric, gas, and transportation systems.

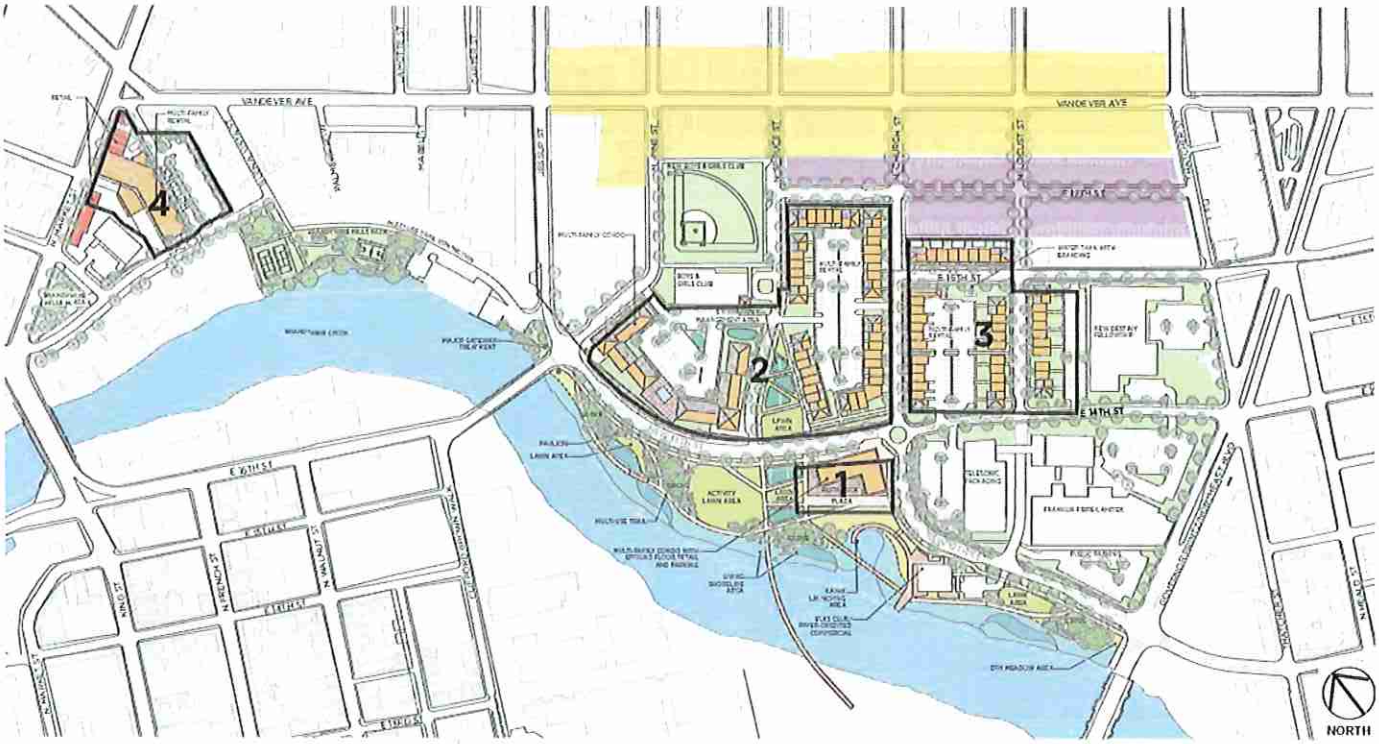
The results of this study will be utilized by Boone Economic Development Corporation and its community partners to promote a healthy and balanced housing market in Boone County. The strategies will be prepared for each of the submarkets located in the study area.

Key services performed

- Comprehensive Housing Market Analysis
- Public Utility Analysis
- Population Forecasts
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation







Project Profile:

Wilmington Northeast Brandywine Riverfront EPA Area- Plan

Location:
Wilmington, DE

Client:
City of Wilmington

Collaborators:
Stromberg/Garrigan & Associates

Completion Date:
2019

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123 S. Broad Street
Suite 2042
Philadelphia, PA 19109
215.829.1901
www.urbanpartners.us

The City of Wilmington retained a multi-disciplinary professional consulting team led by Stromberg/Garrigan & Associates to prepare a brownfields revitalization study for several key sites on the Northeast Brandywine Riverfront in Wilmington In addition to two high-priority catalyst sites owned by the City – the Diamond State Salvage property and the Wilmington Maintenance Yard – the study area contains several other vacant and/or underutilized parcels that are prime for redevelopment as part of the Northeast Brandywine Riverfront U.S. EPA Brownfields Area-Wide Plan.

As part of this effort, Urban Partners conducted an assessment of the local real estate market to determine the economic viability of a variety of potential new uses for the sites and study area. Markets examined for this analysis include retail, market-rate and affordable rental housing, sales condominiums, office, industrial/flex, and hotel, as well as agricultural, and recreational uses. For each potential use, we examined the supply of similar uses in the greater Wilmington area through qualitative research, and the demand for such uses through quantitative secondary data as well as discussions with key contacts in the area familiar with the real estate market.

Key services performed

- Stakeholder Engagement
- Real Estate Market Analysis
- Site Analysis
- Public Presentation

Project Profile:

Rejuvenating Urban Centers

Location:
Poughkeepsie and Beacon, NY

Client:
Dutchess County

Collaborators:
NV5
Sustainable Strategies DC

Completion Date
2019

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Philadelphia, PA
215.829.1901
www.urbanpartners.us

Dutchess County has retained a multi-disciplinary professional consulting team led by Urban Partners to assist in identifying buildings and properties within Opportunity Zones in the Cities of Beacon and Poughkeepsie, New York where their rehabilitation or redevelopment would be a catalyst for the revitalization of the surrounding area.

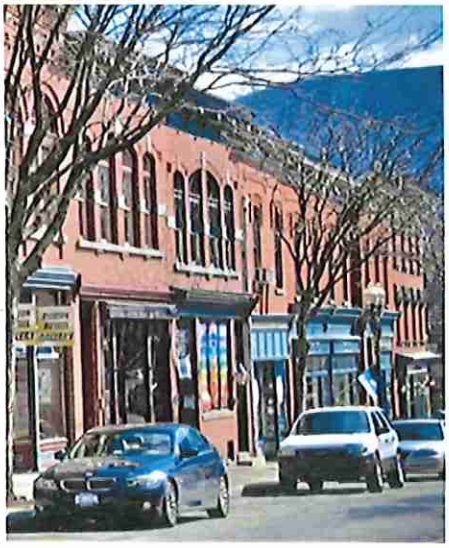
Urban Partners began the analysis by identifying market demand for uses in both cities' Opportunity Zones that the redeveloped parcels could accommodate, including housing, retail, and hotel. The team also held an informational session on Opportunity Zones for investors, developers, and public officials.

With the candidate properties identified, the team prepared reuse and redevelopment concepts for the sites, which will serve as models for future investment. For each site, we provided a conceptual site plan, an economic feasibility analysis, and funding resources.

The result of the study, completed in early 2020, is a series of pre-development packages that each city can use to solicit developer interest for their respective sites.

Key services performed

- Market Analysis
- Public Presentation
- Economic Feasibility
- Implementation Strategy







Project Profile:

Savannah Planning and Development Assistance Projects

Location:
Savannah, GA

Client:
City of Savannah

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Suite 2042
Philadelphia, PA
215.829.1901
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Over a 30 year period, Urban Partners has helped the City of Savannah plan and implement many of the key downtown and neighborhood commercial development activities and create supportive programs to foster economic development in the city.

Downtown Savannah Master Plan: Urban Partners provided the market analysis, economic feasibility, and fiscal impact services to the Savannah Development and Renewal Authority in the creation of a master plan for the City's historic and culturally diverse Downtown area. We conducted detailed market analysis of retail, commercial, residential and hotel uses and assisted the client to communicate available development opportunities to the community. Subsequent implementation has included a new major office building and twelve hotels with nearly 1,300 rooms.

Canal District Development Strategy: In conjunction with the proposed construction of a new Arena for Savannah in the Canal District adjacent to the historic Downtown, the City of Savannah retained Urban Partners last year to assess the long-term development potential for the neighborhoods connecting the Downtown to the new arena. This analysis identified the potential for over 200,000 SF of retail space in multiple clusters, 700-750 new hotel rooms, 400 new student apartments, and 400 units of workforce housing. Urban Partners also assessed the fiscal impact of this development pattern on the three local governments.

Old City Market: Old City Market is a small, festival market located in historic downtown Savannah. We assisted the City to evaluate the developer's request for additional financing and to negotiate the terms and conditions of subsequent public loans. This restructured project stabilized and continues to act as a key element in the vitality of Downtown Savannah.

Savannah Planning and Development Assistance Projects (continued)

I-16 Flyover Removal Project: Urban Partners assisted the City and the Chatham County-Savannah Metropolitan Planning Commission (MPC) to assess the potential of demolishing the current flyover entering downtown Savannah which terminates I-16. Instead, a grid of boulevards, local streets and city-scale blocks would be substituted for the current "expressway-barrier" development pattern. Urban Partners modeled a strategic path for redevelopment of the 35-40 acres in the overall area impacted by the I-16 Flyover removal project. The project was awarded the Georgia Planning Association's Outstanding Planning Document for a Large Community for 2012.

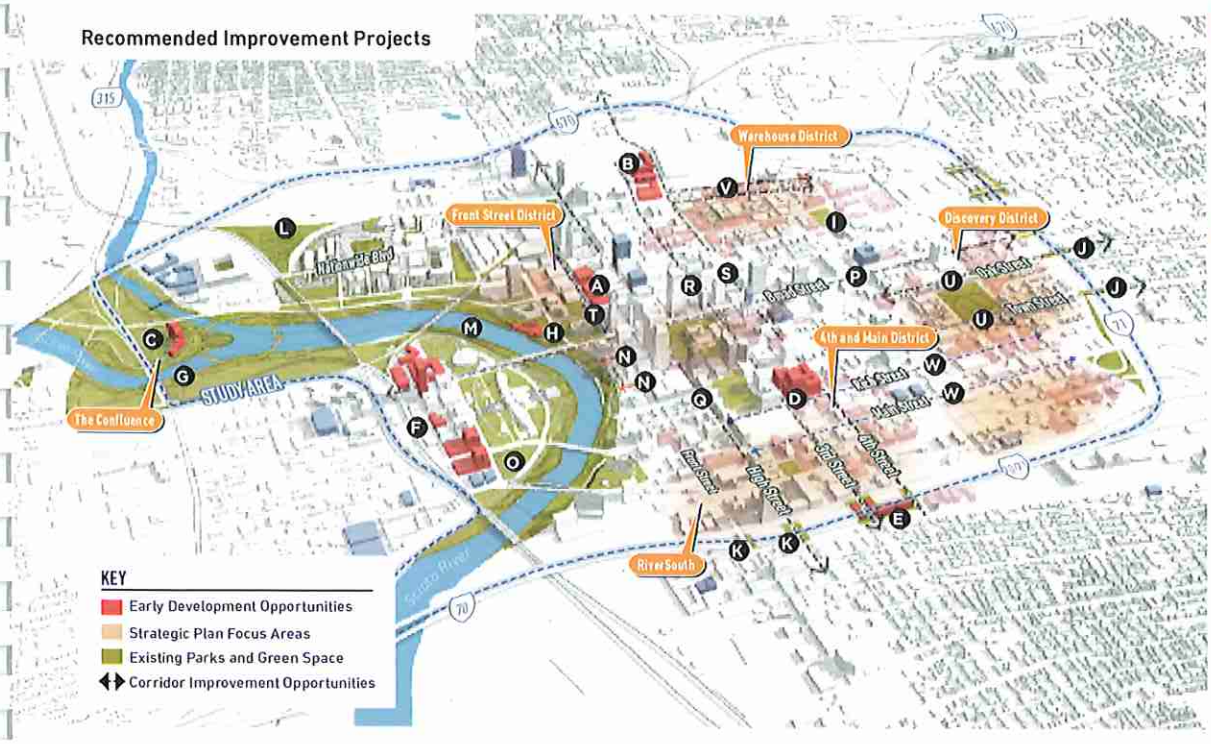
River Street Expansion Strategy: Building on the Downtown Master Plan, Urban Partners provided the market and economic feasibility analysis for the City of Savannah's efforts to expand its River Street entertainment district. Broughton Street Development Plan: Urban Partners initial work in Downtown Savannah focused on developing a development plan for the city's downtown retail district on Broughton Street. We completed area market studies, evaluated the strengths of the existing retail areas, identified possible downtown development projects, conducted financial feasibility analyses and assisted in identifying developers for several of the development alternatives proposed. The City adopted the recommended development plan and retained Urban Partners to assist in the implementation process.

Key services performed

- Downtown Strategy
- Market Analysis, Economic Feasibility
- Fiscal Impact Services
- Development Assistance







EARLY DEVELOPMENT OPPORTUNITIES

- A YMCA / Beacon Buildings
- B Convention Center Lot
- C The Confluence
- D Former Greyhound Station (TOD)
- E 3rd Street Cap Development
- F Finish The Peninsula Development

AMENITY OPPORTUNITIES

- G The Confluence Park & Bridge
- H Gay Street Terminus
- I NE Quad Park
- J Oak Street + Town Street Park Caps
- K Front Street + High Street Park Caps
- L Nationwide Boulevard Recreation Fields
- M New Scioto River Pedestrian Bridge
- N Front Street to Greenways Connection
- O New Destination Attraction

CORRIDOR IMPROVEMENT OPPORTUNITIES

- P Broad Street Transit Corridor & Cycle Track
- Q High Street Signature Street
- R 3rd Street Transit Corridor
- S 4th Street Bike Corridor
- T Front Street Two-way Conversion
- U Town Street and Oak Street Connectors
- V Finish Nationwide Boulevard Enhancements
- W Main Street & Rich Street Two-Way Conversion

MKSK DOWNTOWN COLUMBUS STRATEGIC PLAN

COLUMBUS, OHIO

Reference
Downtown Columbus Inc.
Amy Taylor, President
614.645.3942
ataylor@downtowncolumbus.com

Project Timeline
2010 - 2022

Budget
$500,000 (2010)
$305,000 (2022)

Outcomes
2010 OCASLA Honor Award; Planning and Analysis
2010 OCASLA Honor Award; Research and Communication

VIEW THE PROJECT WEBSITE
CLICK HERE

The 2010 Downtown Columbus Strategic Plan and the 2022 Strategic Plan Update articulates an overall vision for the future that builds on current momentum to create a vibrant and economically sustainable downtown.

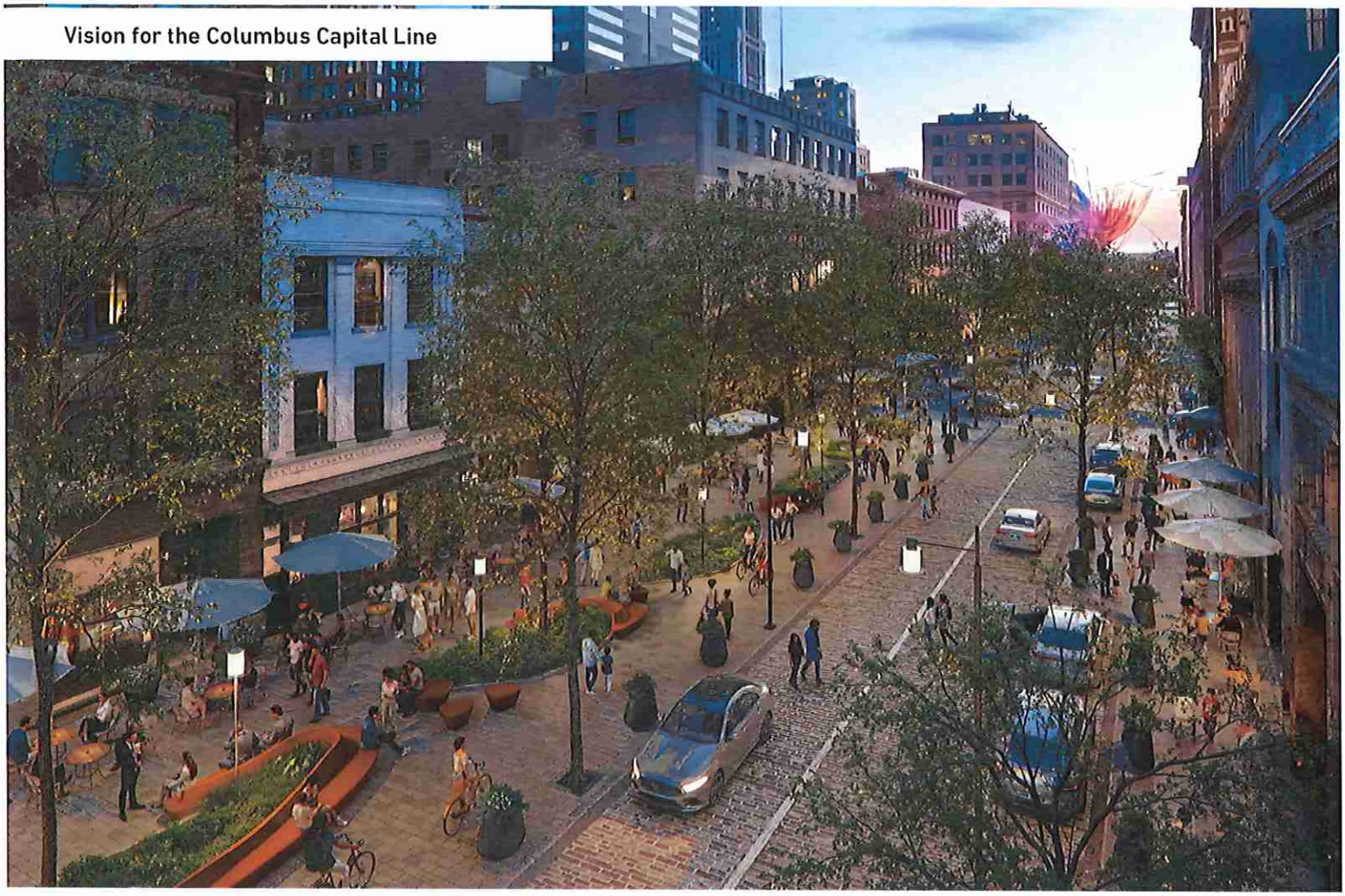
The difference between stagnation and progress is simple: change. While change has been accelerated in Columbus because of the COVID-19 pandemic, this moment in time provides a critical inflection point to take stock and create a bold vision to shape the next chapter of development and build Downtown back better than before with intentionality and community context. While the COVID-19 pandemic has challenged the office, event, entertainment and hospitality industries, Downtown Columbus continues to add residential population. In fact, Downtown has seen some of the fastest growth in the region over the last 10 years, with two of the six fastest census tracts in Central Ohio being Downtown. From its nadir in 2000, Downtown has grown from 3,500 residents to more than 11,000 today. With the number of residential projects currently under construction and in the development pipeline, Downtown is projected to surpass 15,000 residents by 2025.

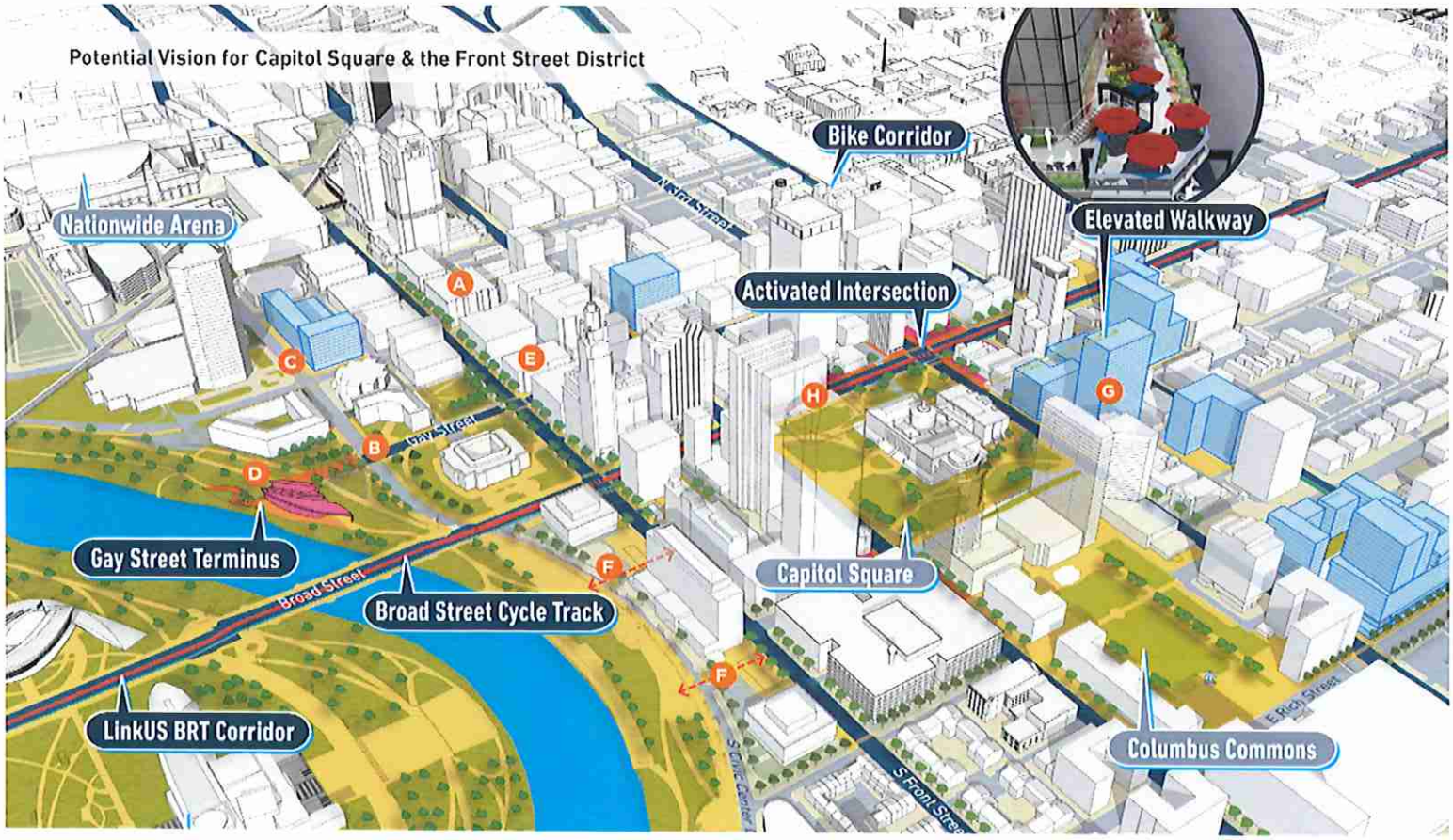
Given strong regional growth projections and the emerging popularity of Downtown as an urban residential district, there is now an opportunity for Downtown to redefine its role in the community. With the ability to accept levels of density that are not possible in other districts and neighborhoods and its status as a job and transportation hub, Downtown can include opportunities for everyone to participate in its growth and vitality.

Central Ohio community members from across the region had a direct and meaningful role in shaping the development of the Downtown Columbus Strategic Plan. Through three Community Workshops, 120 stakeholder interviews, and online surveys and activities, the ideas in this plan represent the voices of 2,000+ community members. The planning process engaged the broader Central Ohio community with the support from Downtown leaders, the business community, institutional partners, government partners, and many more.

MKSK along with WSP is in the process of implementing one of the big ideas from the 2022 plan, with design of the Capital Line. This $100 million urban pathway through the heart of Downtown Columbus will connect major downtown destinations.

Vision for the Columbus Capital Line







MKSK

ARENA DISTRICT MASTER PLAN

TULSA, OKLAHOMA

Reference
City of Tulsa
Kian Kamas
Chief of Economic Development
kkamas@cityoftulsa.org

Project Timeline
2018 - 2019

Budget
$499,380

VIEW THE FINAL PLAN
CLICK HERE

The Arena District Master Plan will help guide the City of Tulsa and its partners in developing improvements to the district's public realm and incentivizing private development. This master planning process assessed the current state of the Arena District, evaluated the potential of public infrastructure investments, created a system of engaging public spaces and streets, identified opportunities for private development, and provided a market-based and phased roadmap for future decisions.

Adopted by City Council in January of 2019, the plan was led by City of Tulsa staff, a Steering Committee, project stakeholders representing a spectrum of interests and organizations, and members of the Tulsa community. The interdisciplinary planning team led by MKSK's planners and landscape architects, included experts in architecture, engineering, market analysis, placemaking and identity.

As part of the Arena District Master Plan, the planning team reached out to the Tulsa community using various platforms, including online and in-person methods of interaction. Through roundtable discussions, online surveys, and community visioning workshops, the plan created a shared vision for the district that encapsulated the wants and needs of Tulsans.

The Master Plan sets forth a market-based vision for the Arena District that complements the major attractions in the district—the BOK Center and the COX Business Center—with mixed-use infill development, dynamic public plaza and park spaces, and short-term activations. This new 18-hour neighborhood will serve visitors, residents, and employees and act as a new, welcoming gateway into Downtown Tulsa.


BOK CENTER IN A PARK


DENVER + 3RD PARK


CIVIC CENTER COMMONS
COX BUSINESS CENTER



MKSK

DECATUR TOWN CENTER PLAN 2.0

DECATUR, GEORGIA

Reference
City of Decatur
Angela Threadgill
Assistant City Manager
404.371.8386
angela.threadgill@decaturga.com

Project Timeline
2022 - 2023

Budget
$408,300

Outcomes
2024 IDA Award of Excellence in Planning, Design and Infrastructure

A vibrant in-town city just outside Atlanta, Decatur, Georgia is renowned in the region as a shining example of a growing, diverse, and walkable community with a historic town square. With more than 3,500 downtown residents and a MARTA heavy rail station connecting the city with some of Metro Atlanta's top assets and destination, Downtown Decatur has experienced incredible growth and development infill within the last five years. Nonetheless, new regional competition in the growing Atlanta Metro area and a community desire to retain its small-town charm set the stage for a refreshed vision for downtown. As the first comprehensive look at Downtown Decatur in more than 40 years, the Decatur Town Center 2.0 Plan was an opportunity to evaluate how past planning efforts have been implemented, to take stock of the current state of downtown and the region, and to create a new vision that carries downtown forward into its next phase of evolution. MKSK led a multidisciplinary team that included market strategy firm Development Strategies, historic preservation specialists from Gray & Pape, engagement facilitators Hummingbird, and land use and zoning experts White & Smith in the creation of an updated vision for downtown.

The MKSK team collaborated with the Decatur community to understand Downtown Decatur and develop a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement and three community workshops, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items.

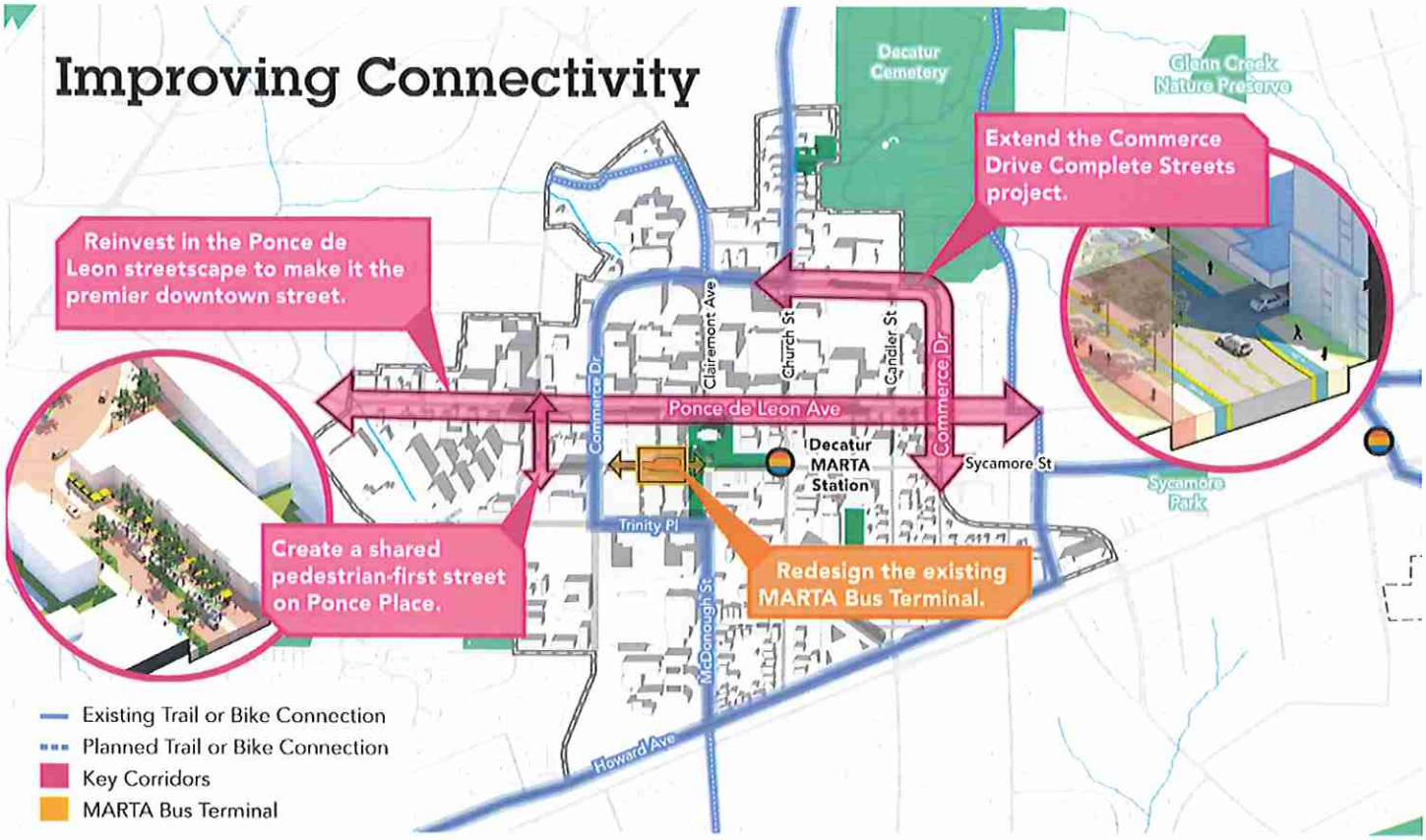
These Action Items, ranging from a refreshed vision for Decatur Square, updates to the city's Unified Development Ordinance (UDO), and strategies to enhance historic preservation, help move downtown forward and achieve the promise of the vision created by the community through this planning process. This Vision for Downtown concludes with conceptual plans for three Opportunity Sites that consider a future where the aspirations for this plan have been realized. All three sites represent mixed use and mixed income developments that have walkable spaces, ample open space, provide new retail amenities, and showcase sustainable infrastructure. DS provided district-level market strategies that leveraged Decatur's central square for small business visibility and growth, identified market demand for visitors to grow the hospitality market (and harness it to support storefront activity), and provided market and policy-based strategies to grow and diversify workforce housing opportunities.

The final vision establishes an implementation framework with six key items the City of Decatur can undertake within the first 100 days following adoption by City Commission, such as beginning the process of updating the UDO, establishing a Downtown Ambassador Program to enhance the downtown experience, and advancing a design for the vision for Decatur Square. Taken together, this plan provides a vision for the future of downtown that builds on the strong planning history of Decatur and sets out a roadmap for successful implementation.

The Plan was unanimously adopted by the Decatur City Commission in June 2023.

VIEW THE FINAL PLAN
CLICK HERE

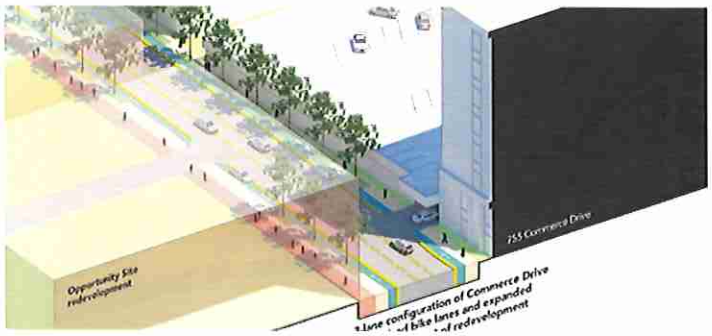
Improving Connectivity



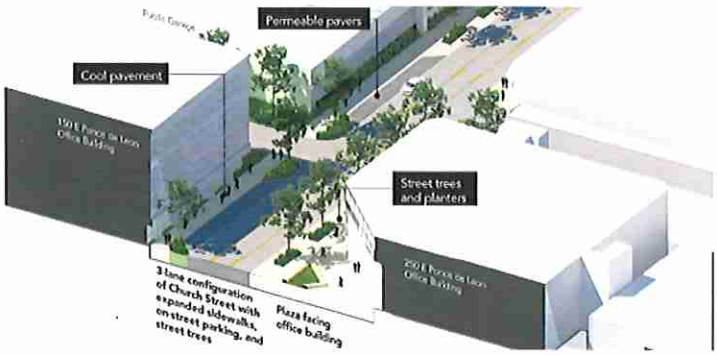
MARTA Bus Terminal: Concept



Commerce Dr.: Potential Complete Street

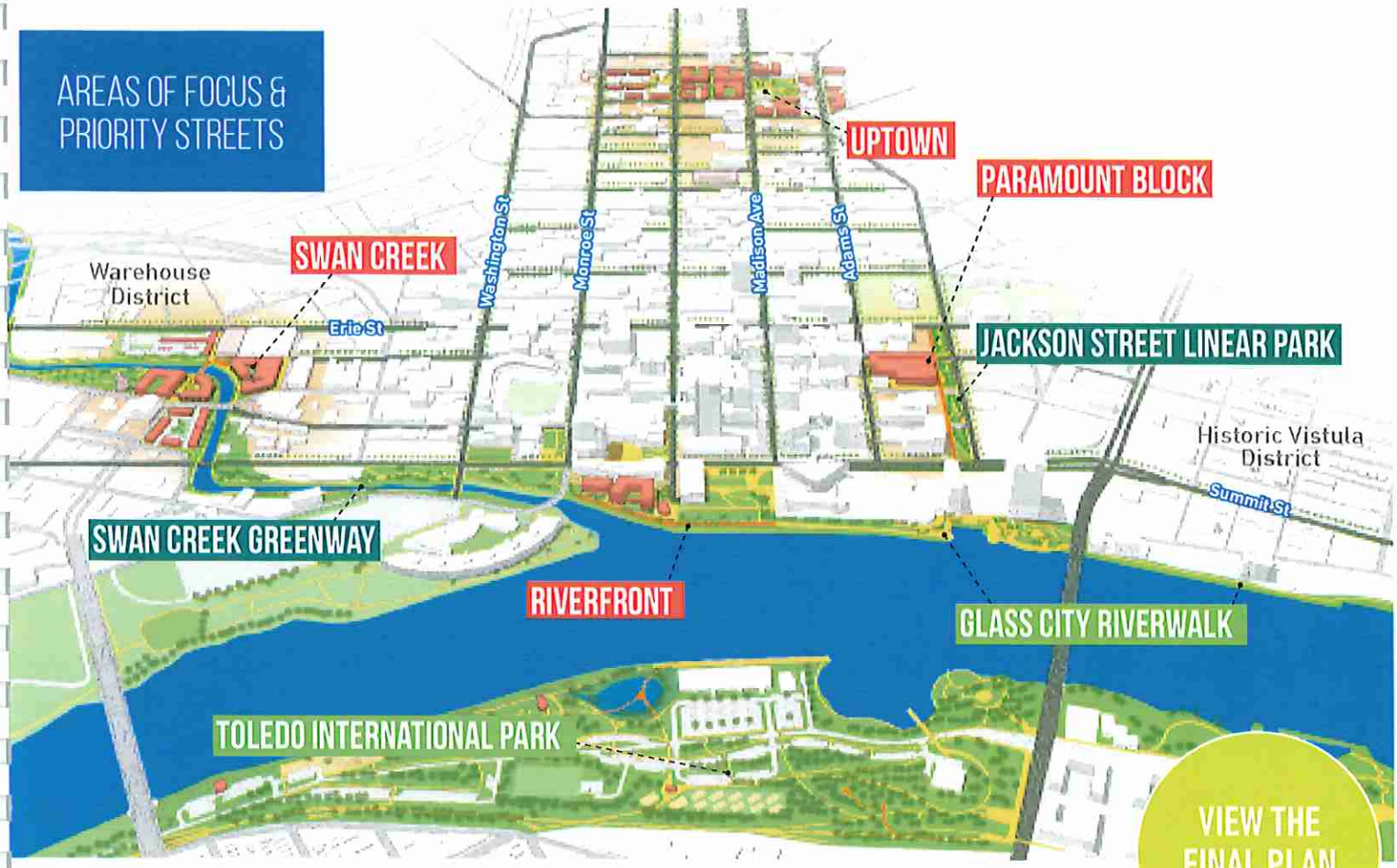


Church Street: Potential Resilient Street



Ponce Place: Potential Festival Street





MKSK

DOWNTOWN TOLEDO MASTER PLAN

TOLEDO, OHIO

Reference
ConnecToledo
Paul Toth, President
419.249.5494
ptoth@connectoledo.org

Project Timeline
2017 - 2023

Budget
$347,000 (2017)
$143,180 (2023)

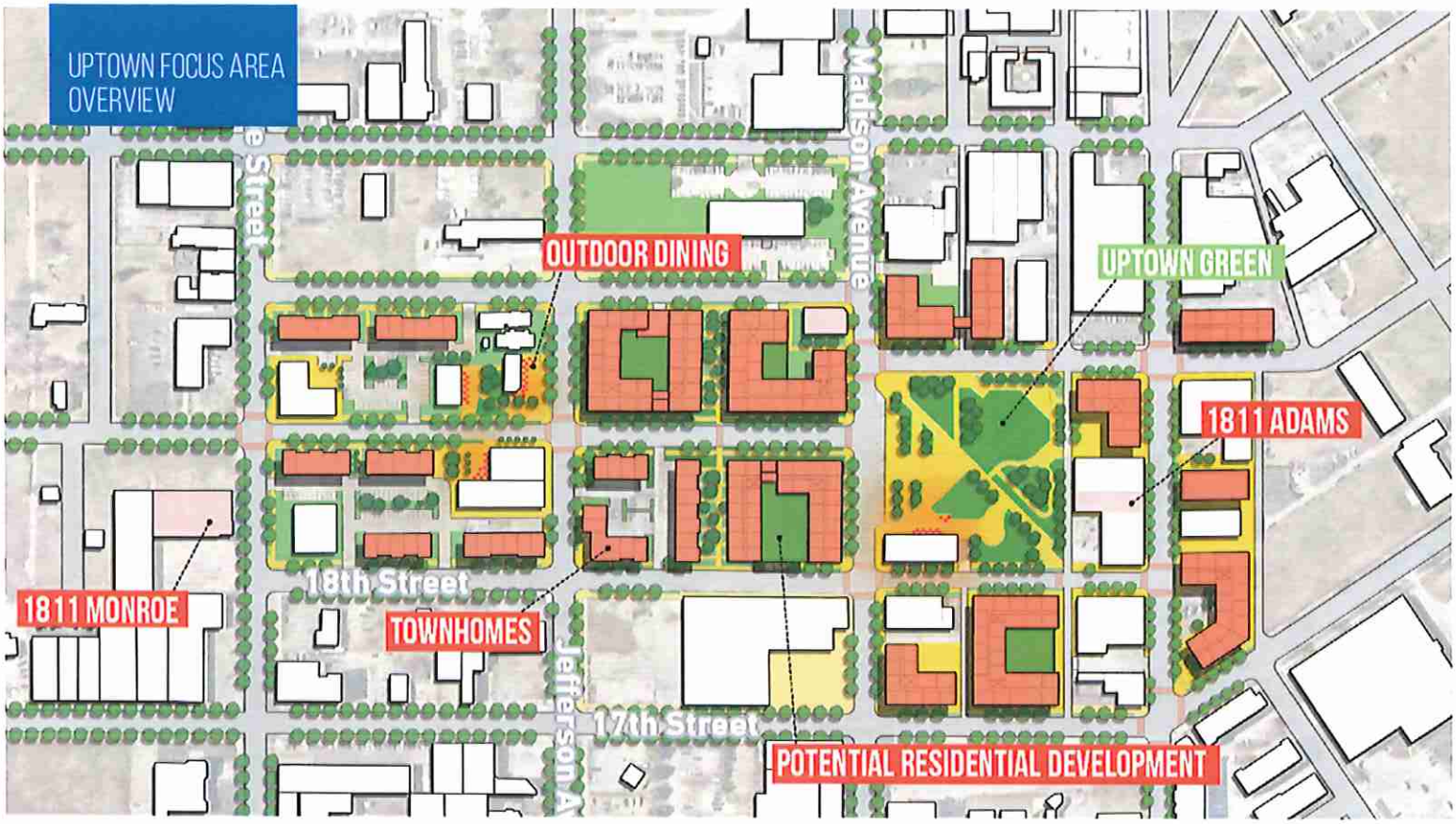
Outcomes
2021 IDA Downtown Achievement Award of Excellence in Urban Place Management
2017 APA Ohio Award for Comprehensive Planning- Large Jurisdiction

MKSK led an interdisciplinary team of planners, urban designers, architects, and engineers to develop a Master Plan for Downtown Toledo. MKSK led an interdisciplinary team of planners, urban designers, architects, and engineers to develop the 2017 Downtown Toledo Master Plan. With jobs and housing returning to downtown and sports and entertainment drawing millions annually, the plan is focused on developing market-based, catalytic solutions to build on the current momentum downtown and identify future opportunities.

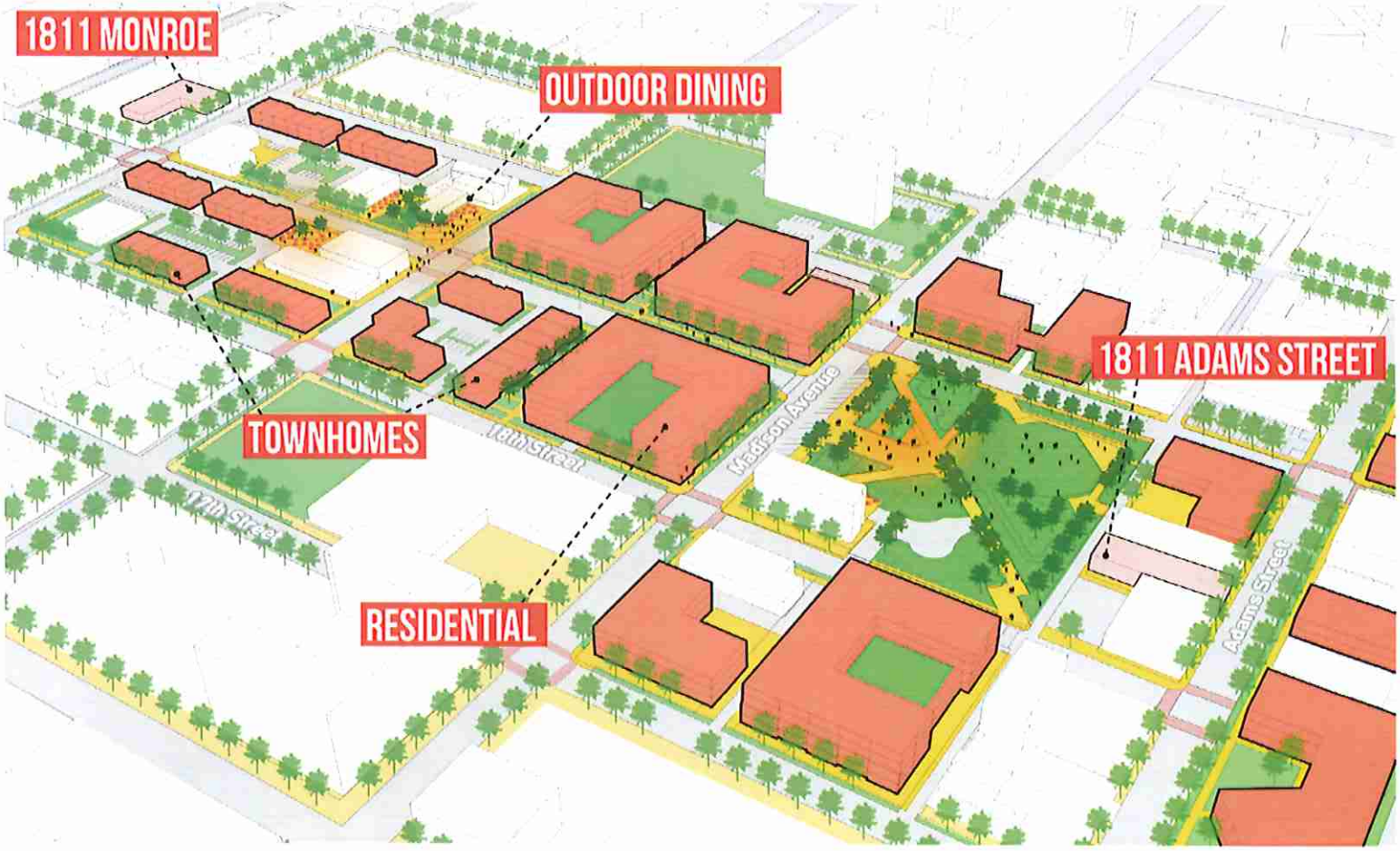
Working together with the 22nd Century Committee and the City of Toledo, MKSK engaged the community in this important discussion about the future of the downtown. Through the course of this multi-faceted outreach process, MKSK met with more than 70 stakeholders, held numerous community meetings, and shared information and gained input through a project specific website.

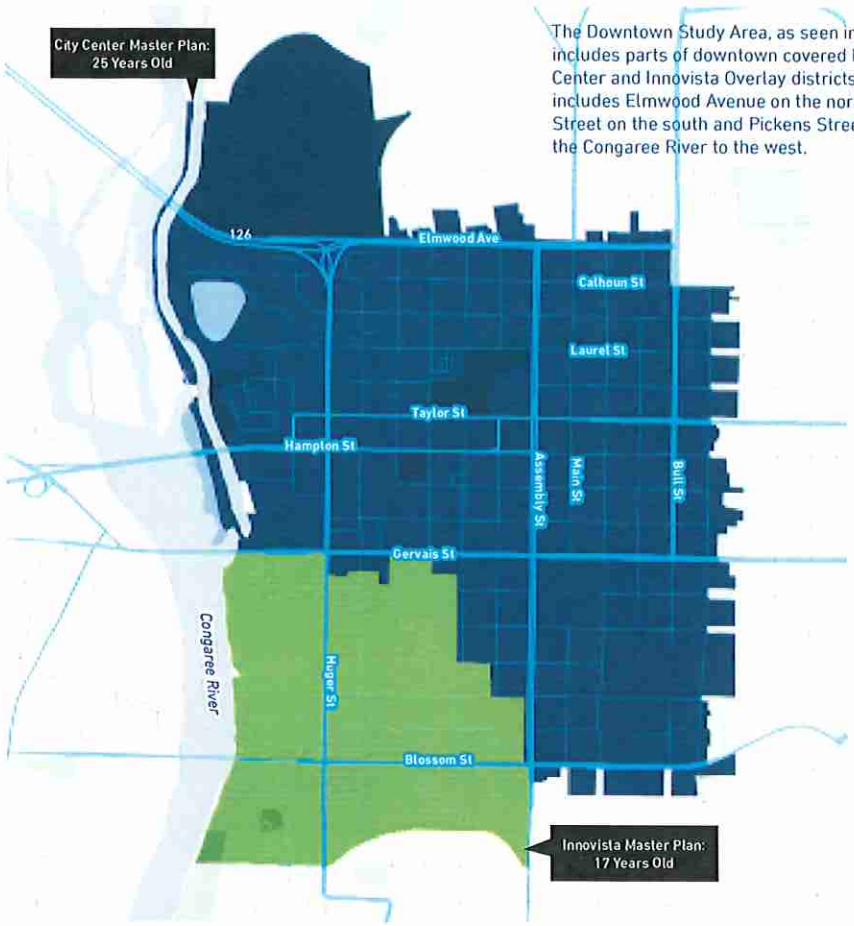
To meet people where they are in their daily lives, a downtown storefront was created to provide a permanent presence for the plan and to offer walk-in interactions. Input has also been received by visiting multiple office lobbies during the lunch hour and taking mobile input displays to sporting and arts and culture events. More than 1,000 people attended three public open houses, and the plan has received nearly 1,000 individual comments both in-person and on-line. This robust input and interest has established a strong direction for the planning effort. Capping a 12-month planning process, City Council approved the Downtown Toledo Master Plan to continue Toledo's momentum to create a vibrant downtown.

MKSK updated this document in 2023 to re-asses areas of focus, priority streets, and update the market analysis. As a result of this work, Toledo was awarded a 2023 RAISE Grant of $20 million. Through this grant, Downtown's Uptown will see significant investment to its streets, streetscapes, placemaking, and alternative transportation.



Uptown Focus Area Potential





The Downtown Study Area, as seen in the map below, includes parts of downtown covered by the City Center and Innovista Overlay districts, which generally includes Elmwood Avenue on the north to Catawba Street on the south and Pickens Street to the east and the Congaree River to the west.

1,000+
Columbia voices engaged through this process

717
Online Survey Responses

6
Stakeholder Roundtables

5
Mobile workshops downtown

31
Stakeholders engaged in roundtables

60+
Mobile Workshops participants

150
Community Open House Attendees

MKSK

DOWNTOWN STRATEGIC PLAN & DESIGN GUIDELINES

COLUMBIA, SOUTH CAROLINA

Reference
City of Columbia
Lucinda Statler, AICP
803.545.0229
lucinda.statler@columbiasc.gov

Project Timeline
2024 - Ongoing

Budget
$123,000

The City of Columbia launched the Downtown Columbia Strategic Plan and Design Guidelines planning process together with MKSK and White and Smith. Through this effort, the team worked with the Columbia community to discern a refreshed vision for the quality of the built environment downtown. It has been 25 years since the adoption of the City Center Master Plan and more than 15 years since the adoption of the Innovista Master Plan.

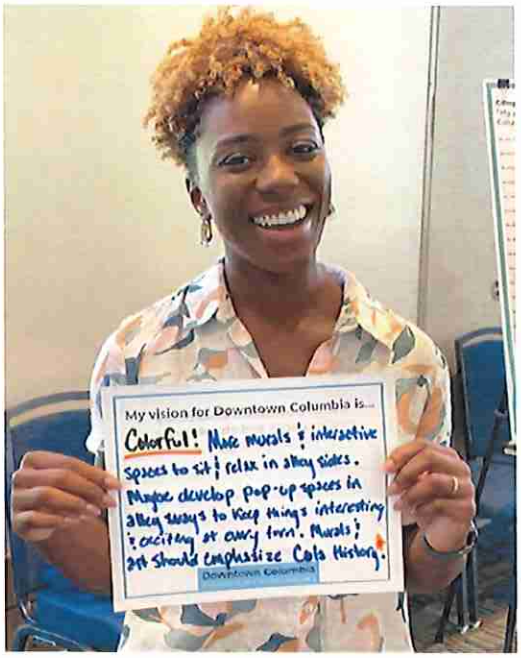
A lot has changed in the years since these plans were adopted. Major infrastructure projects have been completed or are underway, thousands of housing units have been built, and the City has adopted both a new Unified Development Ordinance and Comprehensive Plan (Columbia Compass). Additionally, the COVID-19 pandemic has changed the way people use downtowns and new trends in transportation have created shared and electric alternatives to traditional vehicular transport.

This two-part planning process involved synthesizing previous planning efforts taken on by the City of Columbia into a new set of goals and objectives. These goals and objectives were vetted through a community process to create a vision for Downtown Columbia that strategically enhanced the public spaces of this beloved downtown.

VIEW THE PROJECT WEBSITE
CLICK HERE

The Downtown Columbia Strategic Plan and Design Guidelines aim to:

- Create a community-driven vision for the public character of downtown
- Establish priorities for public policy and public investment in the downtown built environment
- Protect the unique character and assets of the historic urban core
- Form the basis for Downtown Design Guidelines to help shape great public spaces



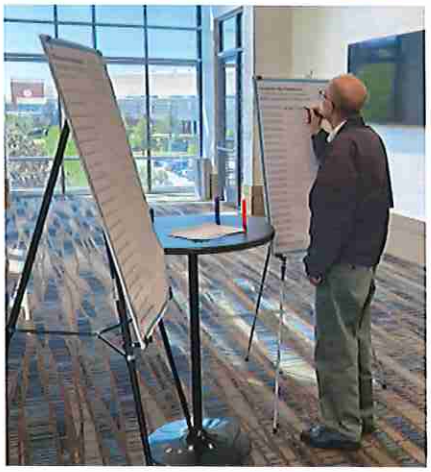


1,000+
Columbia Voices Engaged (So Far)



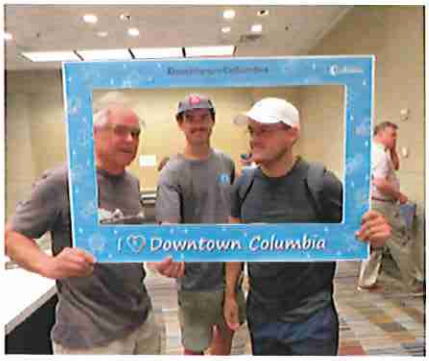














Top: Stakeholder Roundtables with Developers; USC Students participating in Mobile Workshops

Middle & Bottom: Participants and City Manager at the Convention Center and Arsenal Hill Mobile Workshops

Appendix 2: Resumes

Attached are detailed resumes for the Urban Partners team members.

Urban Partners

- Chris Lankenau, AICP – Principal (Project Lead for this study)
- Isaac Kwon – Principal
- James Hartling – Founding Partner
- Amy Cunniff – Associate

MKSK

- Darren Meyer, PLA, ASLA, AICP – Principal
- Luis Calvo, AICP – Senior Associate
- Sandeep Walia, PLA, ASLA, LEED AP – Senior Associate

Christopher Lankenau, AICP

Principal



EDUCATION

University of Vermont
Bachelor's in Geography

Michigan State University
Master's in Urban and Regional Planning

MEMBERSHIPS & AFFILIATIONS

American Planning Association

American Institute of Certified Planners (AICP)

Fairmount Community Development Corporation - Vice President, Board of Directors

CONTACT INFORMATION

123 S. Broad Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1901
clankenau@urbanpartners.us
http://www.urbanpartners.us

Christopher Lankenau, AICP, is a planner and economic development consultant with 25 years of professional experience. Since joining Urban Partners in 2006, Chris has managed a variety of projects ranging in scale from single sites to large master plans on behalf of municipalities, community development corporations, and non-profit organizations in several states. His current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning.

Prior to joining Urban Partners, Chris was a Senior Associate at the Pennsylvania Economy League, where he focused on community revitalization in Southeastern Pennsylvania's older core communities. Chris also has significant planning experience as a consultant with the Philadelphia firm of Kise Straw & Kolodner, where he managed a variety of planning projects with a particular focus on commercial district and community revitalization. Previously, Chris also held staff positions with county planning agencies, serving as planner for the Montgomery County Planning Commission (PA), as well as the Maryland National Capital Park and Planning Commission.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Market Analysis/Feasibility Studies

- Johnstown Train Station Reuse Study (Johnstown, PA)
- Haddon Ave. Transit Oriented Development Plan (Camden, NJ)
- Harrisburg Community-Wide Assessment (Harrisburg, PA)
- Erie Downtown Market Analysis Update (Erie, PA)
- Rejuvenating Urban Centers (Dutchess County, NY)
- Wilmington EPA Area-Wide Brownfield Plan (Wilmington, DE)
- Downtown Cleveland Housing Demand Study (Cleveland, OH)

Commercial District Revitalization

- Downtown Newark Commercial Market Analysis (Newark, NJ)
- Downtown Savannah Master Plan (Savannah, GA)
- Englewood Downtown Master Plan (Englewood, NJ)
- Hagerstown City Center Plan (Hagerstown, MD)
- Downtown Etna Commercial Revitalization Analysis (Etna, PA)
- Downtown Boyertown Vision & Action Plan (Boyertown, PA)
- Shamokin Area Implementation Plan (Shamokin, PA)
- Sayre Downtown Master Plan (Sayre, PA)

Isaac Kwon

Principal



EDUCATION

University of California, Los Angeles
Bachelor's in Geography
Bachelor's in Asian American Studies

University of Pennsylvania
Master's in City and Regional Planning, 1999

MEMBERSHIPS & AFFILIATIONS

Calvary Center for Culture and Community, Board of Director

Community Design Collaborative, Volunteer Planner

CONTACT INFORMATION

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Philadelphia, PA 19109
(215) 829-1901
ikwon@urbanpartners.us
http://www.urbanpartners.us

Isaac Kwon is a community and economic development consultant with more than 20 years of experience working in urban communities throughout the nation. Since joining Urban Partners in 2008, Isaac has managed a wide array of economic development projects for the firm, including downtown and commercial district revitalization strategies, neighborhood master plans, market analysis and feasibility studies, and economic impact analyses. Isaac has managed most of the firm's recent housing market analyses, for various communities in Delaware, Florida, Georgia, Indiana, Kentucky, Ohio, Pennsylvania, South Carolina, and Virginia. Isaac possesses the experience and skillsets to assess and formulate strategies to attract different types of housing development (e.g., workforce housing, market-rate, income-restricted, affordable, age-restricted senior housing, and others).

Prior to joining Urban Partners, Isaac served as the real estate development director for three different community development corporations in Philadelphia. He was responsible for all facets of real estate development—including site acquisition, financing, design oversight, construction management and marketing. Isaac possesses extensive experience in urban neighborhood development and in packaging a variety of local, state and federal financing sources.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Market Analysis – Feasibility Studies

- Route 1/301 Market Analysis (Chesterfield, VA)
- Citywide Housing Study (St. Cloud, FL)
- Fayette County Housing Demand Study (Lexington, KY)
- Housing Needs Assessment (Newark, DE)
- Downtown Cleveland Housing Study (Cleveland, OH)
- Richmond Housing (Richmond, VA)
- Downtown Hammonton Market Analysis (Hammonton, NJ)
- Ashland Market Analysis (Ashland, VA)

Commercial District/Downtown Revitalization

- Poinsett Corridor Market Analysis (Greenville, SC)
- Buford Hwy Economic Development Plan (Brookhaven, GA)
- Downtown Westport Master Plan (Westport, CT)
- 52nd Street Commercial District (Philadelphia, PA)
- Ambler Transit Revitalization Investment District (Ambler, PA)
- Woodland Avenue Development Strategy (Philadelphia, PA)
- Clifton Heights Borough Center Revitalization (Clifton Heights, PA)

James E. Hartling

Partner



EDUCATION

Princeton University
Bachelor's in Mathematics

University of California at Berkeley
Master's & Pre-Doctoral Degrees in Planning

MEMBERSHIPS & AFFILIATIONS

Entrepreneur Works – Chairman Emeritus & Vice-Chair, Board of Directors

Local Initiatives Support Coalition (LISC) Philadelphia – Advisory Board

Community Design Collaborative, Advisory Board

CONTACT INFORMATION

123 S. Broad Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1901
jhartling@urbanpartners.us
http://www.urbanpartners.us

Since co-founding the firm in 1980, James Hartling has been partner-in-charge for most of Urban Partners' economic development projects and has been responsible for examining the market feasibility of many large-scale development and redevelopment projects. He has directed the firm's downtown revitalization efforts in numerous cities in the mid-Atlantic and East Coast, and has prepared and helped implement neighborhood housing and commercial revitalization strategies in both large cities and smaller communities. Additionally, he has directed the firm's work involving the planning and development of new village centers and transit-oriented developments, as well as significant participation in the establishment of transfer of development rights programs (TDR) in New Jersey and Pennsylvania. He has also completed numerous studies documenting the regional tax and employment impacts of major cultural institutions.

Mr. Hartling was Lecturer in the Fels School of Government at the University of Pennsylvania for 35 years (1981-2015). Prior to founding Urban Partners, he was Deputy Director for Economic Development of Philadelphia's Community Development program, administering $15 million annually of CDBG and EDA funds from 1977 to 1980. Previously, Mr. Hartling was on the faculty of the University of Texas teaching in both the graduate planning and public affairs programs. He has also held staff positions with planning and development agencies in Texas, California, and New Jersey.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Market Research – Feasibility Analysis

- Erie Downtown Market Analysis Update (Erie, PA)
- Lackawanna Greenway Economic and Market Analysis (Lackawanna County, PA)
- Buford Highway Improvement Plan (Brookhaven, GA)
- Poinsett Corridor Market Analysis/E.D. Plan (Greenville, SC)
- N. Jefferson Davis Market Analysis (Chesterfield, VA)

Commercial District Revitalization

- Allentown Arts District Master Plan (Allentown, PA)
- Downtown Savannah Master Plan (Savannah, GA)
- Arts & Entertainment District Plan (Glassboro, NJ)
- Bridging the Busway Transit-Based Plan (Pittsburgh, PA)
- Downtown Boyertown Vision & Action Plan (Boyertown, PA)
- Downtown Etna Commercial Revitalization Analysis (Etna, PA)
- Camden Economic Development Strategy (Camden, NJ)

Amy Cunniff

Associate



EDUCATION

University of Pennsylvania
Master's Candidate in City and Regional Planning

Temple University
Bachelor's in Geography and Urban Studies, Spanish

AWARDS

Distinction in Major

LAURA Scholar

Diamond Key Award for Excellence in Temple University Diamond Marching Band

Sigma Delta Pi

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1901
acunniff@urbanpartners.us
http://www.urbanpartners.us

Amy Cunniff (she/her) is a Master of City Planning candidate at the University of Pennsylvania. Her interests center around urban resilience as well as neighborhood-centered community and economic development. She graduated from Temple University in 2022 with degrees in Geography & Urban Studies and Spanish.

Prior to joining Urban Partners, Amy served as an Employment Readiness and Placement case manager with Nationalities Service Center, where she assisted a diverse array of clients with accessing their basic needs. Amy has had experience interning with several nonprofits, including Share Food Program, Nationalities Service Center, and Regional Plan Association.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Housing Study and Residential Market Analysis

- Housing Market Inventory, Assessment, and Strategy (Oneida County, NY)

Strategy Plans

- Yeadon 2035 Plan – Studio 1 (Yeadon, PA)
- Housing Policy Proposal (Northern Liberties, Philadelphia, PA)

Research

- State of the Region's Health Report 2023 (New York State)
- Northern Liberties Neighborhood Study (Northern Liberties, Philadelphia, PA)

OTHER PROJECTS:

Programming

- Alfresco New York Program 2022 (New York City, NY)

Research

- Language Acquisition in Bilingual Children (University of Texas)
- Gondolas in Philadelphia: Safety, Accessibility, and the Price of Verticality (Temple University)



DARREN MEYER, PLA, ASLA, AICP

MKSK

PRINCIPAL, URBAN DESIGNER, LANDSCAPE ARCHITECT

Years of Experience
25 years

Years with MKSK
11 years

Education
Ball State University, Bachelor of Landscape Architecture, 1999

Registrations/Certifications
Registered Landscape Architect, SC, NC, GA, TN, OH, AL, MN, VA, MD
Certified Planner, American Planning Association

Professional Affiliations
American Society of Landscape Architects

From the planning of communities and promoting projects that champion community wellness and sustainability to the details of public open spaces, Darren's more than 20 years of professional experience is at the intersection of complex infrastructure and community life. His approach starts with identifying and understanding the strengths of place and people, and then building on those assets to create healthy environments and stronger communities. Darren serves as a Principal and lead of the Greenville and Atlanta offices of MKSK, responsible for work across the Southeast U.S. He has deep experience in leading large, multidisciplinary teams to tackle complex urban challenges. He has served as the active and engaged leader of both planning and constructed projects bringing proven experience in all aspects of project implementation.

Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida
Principal Planner. The Downtown Gainesville Strategic Plan represents an opportunity to create a unified vision for the future of the urban core of the City. Working with engineers and market strategists, the MKSK team is working with City leadership, stakeholders, and community stewards to make Downtown Gainesville a destination where the entire community comes together. The resulting plan will be actionable and forward-thinking, setting in motion the projects and initiatives that will help realize the goals of vibrant and equitable community development.

Reference: City of Gainesville, Erik A. Bredfeldt, PhD, AICP, Economic, Development & Innovation Director, 352.393.8614, bredfeldea@cityofgainesville.org

Reedy River Redevelopment Area & Unity Park, Greenville, South Carolina
Principal in Charge. Recognizing the important relationship between park planning and community development, MKSK and the City of Greenville have partnered since 2015 on an innovative approach to equitable development and public space planning on the west side of Greenville, South Carolina. The Reedy River Redevelopment Area (RRRA) is a 350-acre district in the historically African American neighborhoods of Southernside and West Greenville and is centered around the Reedy River. In a proactive approach to planning for flood hazards, real estate market pressures, and the needs of daily urban living, MKSK prepared a district plan for parks and open space in the Reedy River floodplain and an affordable housing and equitable development plan for the neighborhoods surrounding the river and future park.

Reference: Ginny Stroud (former Community Development Administrator for the City of Greenville), Community Development Manager, 864.655.6440

Decatur Town Center Plan 2.0, Decatur, Georgia
Principal in Charge. The MKSK team collaborated with the Decatur community to understand Downtown Decatur and develop a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement and three community workshops, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items. The final vision establishes an implementation framework with six key items the City of Decatur can undertake within the first 100 days following adoption by City Commission.

Reference: City of Decatur, Angel Threadgill, Planning & Economic Development Director, 404.371.8386, angela.threadgill@decaturga.com

Additional Project Experience

'Plan Greenville County' Comprehensive Plan, Greenville County, South Carolina
Woodstock Downtown Master Plan, Woodstock, Georgia
Villa Rica Downtown Master Plan, Villa Rica, Georgia
Upper Westside CID Master Plan, Atlanta, Georgia



LUIS CALVO, AICP

SENIOR ASSOCIATE, PLANNER

MKSK

Luis merges his experience in architectural design with his abilities in urban planning to facilitate the development of public spaces that contribute to their surroundings and energize their communities. Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Years of Experience
14 years

Years with MKSK
11 years

Education
University of Louisville, Master of Urban Planning, 2013

Kennesaw State University, Bachelor of Architecture, 2010

Registrations/Certifications
American Institute of Certified Planner

Professional Affiliations
American Planning Association, Georgia Chapter

Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida
Project Manager. The Downtown Gainesville Strategic Plan represents an opportunity to create a unified vision for the future of the urban core of the City. Working with engineers and market strategists, the MKSK team is working with City leadership, stakeholders, and community stewards to make Downtown Gainesville a destination where the entire community comes together. The resulting plan will be actionable and forward-thinking, setting in motion the projects and initiatives that will help realize the goals of vibrant and equitable community development.

Reference: City of Gainesville, Sarit Sela, City Architect, 352.393.8649, selas@gainesvillefl.gov

Decatur Town Center Plan 2.0, Decatur, Georgia
Project Manager. The MKSK team collaborated with the Decatur community to understand Downtown Decatur and develop a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement and three community workshops, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items. The final vision establishes an implementation framework with six key items the City of Decatur can undertake within the first 100 days following adoption by City Commission.

Reference: City of Decatur, Angel Threadgill, Planning & Economic Development Director, 404.371.8386, angela.threadgill@decaturga.com

Downtown Toledo Master Plan & Update, Toledo, Ohio
Working together with the 22nd Century Committee and the City of Toledo, MKSK engaged the community in this important discussion about the future of the downtown. Through the course of this multi-faceted outreach process, MKSK met with more than 70 stakeholders, held numerous community meetings, and shared information and gained input through a project specific website.

Reference: ConnecToledo, Paul Toth, President, 419.249.5494, ptoth@connectoledo.org

Additional Project Experience

Downtown Akron Vision & Redevelopment Plan & Update, Akron, Ohio
Reedy River Redevelopment Area & Unity Park, Greenville, South Carolina
Louisville Downtown Master Plan, Louisville, Kentucky
Woodstock Downtown Master Plan, Woodstock, Georgia
Arena District Master Plan, Tulsa, Oklahoma
Upper Westside CID Master Plan, Atlanta, Georgia
Windward Parkway & Highway 9 Area Master Plan, Alpharetta, Georgia



SANDEEP WALIA, PLA, ASLA, LEED AP

MKSK

SENIOR ASSOCIATE, URBAN DESIGNER, LANDSCAPE ARCHITECT

Sandeep's passion lies in curating holistic human experiences that are built upon history and culture; foster happiness through social, emotional and environmental well-being; and utilize storytelling in design to promote strong community connections. Sandeep incorporates compelling design narratives within her practice that help curate the vision for unique placemaking, connectivity, and human experiences. Collaboration, communication and critical thinking are key to Sandeep's work process. By bringing teams together, both internally and externally, she inspires all participants to follow the design vision throughout the design process.

Years of Experience
24 years

Years with MKSK
1 year

Education
Pennsylvania State University, Master of Science in Landscape Architecture, 2001

Chandigarh College of Architecture, Chandigarh, India
Bachelor of Architecture, 1998

Registrations/Certifications
Registered Landscape Architect, California

LEED Accredited Professional, USGBC

Professional Affiliations
American Society of Landscape Architects

Lambda Alpha International, Member

Select Project Experience
Experience Prior to MKSK

Purple Line Extension Transit Station Plazas
Los Angeles, California

Cadowney Downtown Streetscape
Downey, California

East Carson Street Public Space Plan
Pittsburgh, Pennsylvania

Boulevard of the Allies Gateway Bridge Project
Oakland, Pennsylvania

Soffer South Side Works Master Plan
Pittsburgh, Pennsylvania

Mesa Verde Specific Plan Amendment
Calimesa, California

Newhall Ranch Visioning Study
Santa Clarita, California

Campus Bay Design Guidelines
Richmond, California

Great Park Neighborhoods Parks Planning
Irvine, California

Fivepoint Valencia Master Planning
Valencia, California

PROPOSAL NO. P1838.25

DATE ISSUED: October 8, 2024

10-YEAR DOWNTOWN PLAN AND IMPLEMENTATION STRATEGIES

REQUEST FOR PROPOSAL

BY
CITY OF HAGERSTOWN
FINANCE DEPARTMENT
1 EAST FRANKLIN STREET, 4TH FLOOR
HAGERSTOWN MD 21740

BID SUBMISSION DEADLINE:	Monday, November 18, 2024 at 2:00 PM
SUBMIT BIDS TO:	City of Hagerstown Office of the City Clerk 1 East Franklin Street, 2nd Floor Hagerstown MD 21740
PRE-BID MEETING REQUIRED:	None
BID BOND REQUIRED:	None

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Tuesday, October 8, 2024

PROPOSAL NO. P1838.25

10-Year Downtown Plan and Implementation Strategies

The City of Hagerstown (City) is soliciting proposals from highly qualified planning and economic analysis firms (Consultants) to assist with the creation of a 10-year Downtown Plan and Implementation Strategies.

All inquiries should be directed, in writing to Tyler French (Procurement Administrator) at tfrench@hagerstownmd.org. Specifications and instructions can be found via electronic format on the City of Hagerstown's website at http://www.hagerstownmd.org/bids.aspx. Prospective vendors are responsible for making copies as required to satisfy their needs. The City is the sole entity authorized to provide this Request for Proposal ("RFP") package to interested companies or individuals. Firms who are working with an RFP package from another source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package. Addendums will be posted to the City's website. Check the webpage for the particular proposal solicitation for any posted addendum(s).

Sealed bids will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, 2nd Floor, Hagerstown, MD 21740, until 2:00 p.m., Monday, November 18, 2024 at 2:00 PM. All bids must be named *"P1838.25 10-Year Downtown Plan"* The City of Hagerstown will not assume responsibility for any proposals that are submitted late or incorrectly.

The City of Hagerstown shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

The City of Hagerstown reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown.

Tyler French
Procurement Administrator
CITY OF HAGERSTOWN

CITY OF HAGERSTOWN

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown's Finance Department, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter "City") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Procurement Administrator shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

S*hould there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.*

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Procurement Administrator, agrees to an extension.

2. **Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

GENERAL CONDITIONS OF BIDDING, continued

3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Procurement Administrator, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Procurement Administrator of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Procurement Administrator whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Procurement Administrator of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.

7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

GENERAL CONDITIONS OF BIDDING, continued

8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed*.

10. **General Guaranty:** Bidder agrees to:

a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.

b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.

11. **Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Finance Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

12. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Tyler French
City of Hagerstown Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the City to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY. No requests received after 3:00 PM on Friday, November 1 2024 will be considered.**

13. Landfill Tipping Fees: Not applicable

14. Late Bids: Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

15. Mailing of Bids: The City assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarked indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.

16. Multiple Bids: No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Procurement Administrator.

17. Officers Not to Benefit: No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.

18. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered, in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

19. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The Bidder shall submit **one (1) original and four (4) copies** sealed to the City for that purpose. All bids must be enclosed in a sealed envelope marked with the title of the bid and be received in the City of Hagerstown's Office of the City Clerk promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the City. ***Facsimile Bids and Emailed Bids will not be accepted.***

20. **Reservations:** The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.

21. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the City's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.

22. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval prior to bid opening. Substitution requests must be received by the Procurement Administrator no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

23. **Taxes:** The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.

24. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

25. **Federal Compliance:** Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C.§7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.§1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

26. **Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards:** Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY**.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319,12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office

of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

D. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

E. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

H. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

2. **Samples:** The Procurement Administrator reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Procurement Administrator that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Procurement Administrator shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Procurement Administrator" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Procurement Administrator hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Procurement Administrator to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the City to accept it. For contracts of services, the following shall be considered when applicable: the ability, capacity, and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality, and adaptability of the Bidders supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts.

2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the City.

3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **"Requirements" Contract Bid Quantities:** On "Requirements" bids, acceptance shall bind the City to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. Responsibility/Qualifications of Bidder: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Procurement Administrator on contracts of purchase and on contracts of sale (if applicable):

a. The ability, capacity and skill of the Bidder to perform the service required.

b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

c. The quality of performance of previous contracts or services.

d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.

e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

f. The quality, availability and adaptability of the supplies, or services, to the particular use required.

g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.

h. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.

i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Procurement Administrator shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Procurement Administrator with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.

2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.

3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Procurement Administrator, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Procurement Administrator and they shall be liable for any costs incurred by the City as a result of his/her default.

4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Procurement Administrator shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:

a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.

b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.

d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.

e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

6. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Procurement Administrator's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.

8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Finance Department.

9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Procurement Administrator, but in no case, shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.

10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

b. Extended upon written authorization of the Procurement Administrator and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.

1. WORKERS COMPENSATION:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- $100,000 (Each Accident)
	$500,000 (Disease – Policy Limit)
	$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILTY INSURANCE:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form

$1,000,000 Each Occurrence

$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS, continued

3. BUSINESS AUTOMOBILE LIABILITY:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

Minimum Limits Required:

$1,000,000 combined single limit for bodily Injury or Property damage.

4. CERTIFICATE(S) OF INSURANCE:

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

I. Introduction

The City of Hagerstown (City) is soliciting proposals from highly qualified planning and economic analysis firms (Consultants) to assist with the creation of a 10-year Downtown Plan and Implementation Strategies.

This community engagement and planning project is intended to provide the data and community support for realistic and achievable tactics in order to continue to generate momentum and help the City and investors make decisions that create value, manage risk, and improve our prospects for success. As a result, we anticipate this project to include extensive community engagement, market analysis and recommendations for catalyst projects that will guide downtown redevelopment and growth for the next 10 years.

The selected firm must have a deep portfolio in market analyses of downtown economies and cost benefit analyses of revitalization strategies and catalyst projects proposed to improve the economic vitality of struggling and emerging downtown environments in small cities.

II. Project Goals and Objectives

The City's downtown redevelopment has been guided by the 10-year Community's City Center Plan from 2014 to date. The City is seeking proposals from Consultants to develop the next 10-Year Downtown Plan and Implementation Strategies.

The goals are to assess our accomplishments since 2014; evaluate next steps that could strengthen downtown housing and the arts, entertainment and education market; and recommend catalytic programs and projects that could bring great vitality to Hagerstown's urban core.

See Section IX Attachments for a copy of the 2014 plan and other key documents.

The Consultants will review market conditions affecting Downtown Hagerstown and conduct an economic analysis of the feasibility and impact of the revitalization objectives and strategies for Downtown Hagerstown. A key aspect of the plan will be a cost benefit analysis and renderings of catalyst projects intended to implement our plan for downtown. We foresee utilizing the implementation strategies in this plan for marketing to potential investors in the private sector and to energize our community about our vision for downtown. The consultant will explore linkage opportunities between the downtown and surrounding areas and recommend specific strategies to improve these relationships. The consultant will lead a community engagement exercise to help further develop tactics and strategies to implement our plan and to garner community support for our vision. This report is intended to provide the data needed to assist the City in gaining wide spread public support for our downtown revitalization vision and in working with our community stakeholders to develop specific on-the-ground projects to implement that vision.

The City has a strong foundation of downtown planning which crystallized in our 10-year Community's City Center Plan. The central tenet of all of our downtown revitalization planning efforts is the vision to see Downtown Hagerstown regain its role as the commercial, institutional, and cultural heart of our community. These plans recognize that this vision can only be realized 1.) if the downtown's image is improved so that it is widely understood to be a viable place for investment and business and for use by the public; and 2.) if the downtown contains a variety of unique destinations and admired aspects to draw people downtown for social, cultural, educational, and economic engagement. As our efforts evolved over the past 20+ years, the following guiding principles have framed the specific strategies we have identified to achieve our vision:

A. Enhance the public realm to make the downtown easier, "safer," and more attractive to navigate and visit for business patrons, employees and residents.

B. Recruit new businesses and jobs to the downtown that support the unique atmosphere of our mixed-use downtown environment.

C. Upgrade housing in and around the downtown to attract residents who will diversify the income mix downtown and will support downtown events and businesses.

D. Improve evening and weekend activity; and create and support efforts that bring people downtown for events and to patronize businesses.

E. Create and support amenities and assets that make Hagerstown unique and a place of choice to live and visit by all income groups - focus efforts on continued concentration and nurturing of arts, education, culture, and entertainment enterprises and protection of architectural assets and urban scale.

F. Recruit residents with more discretionary spending power and more interest in the social engagement possible in a mixed-use downtown environment.

G. Turn blighted conditions into opportunities for economic development and implementation of the community's goals for the downtown.

The City seeks consultant services to develop a 10-year Dowtown Plan and Implementation Strategies to include an evaluation of current strategies and tactics as well as the identification of new ones. Consultant services will also include an analysis of the economic feasibility and the impact of implementation. It is an underlying intent for this project to help us build community support and attract investors to implement our vision for downtown.

III. Project Background

A. The City

Hagerstown is an older, industrial city of 43,527 located at the heart of a suburban metro area with a total approximate population of 110,000. The city initially developed in the early 19th century as a crossroads town for the surrounding agricultural community. In the mid- to late-19th century, the city became a railroad hub which drew industries and additional commerce to the downtown area making Hagerstown the center of trade and manufacturing in the region. Residential housing grew exponentially from the late 19th century to the early 20th century to keep pace with the demand for employment in the city's booming economy. By the early 20th century, Hagerstown and Cumberland to the west were vying for the claim of 2nd largest city in Maryland. Between 1950 and 2000, the suburbs around the city nearly quadrupled in size as area residents and businesses sought new locations outside the city. As a result, the city's urban core became concentrated with lower income households and our overall economic health steadily declined from its pre-1960 might. Today, the City works to diversify its economic environment and facilitate annexation of new land for growth in the city. The spike in e-commerce in 2020 has led to a flood of speculative warehouse development in the city and surrounding community. All of these new jobs create the need for another residential construction boom and developers are coming forward with new plans within the city.

Enhancing the economy, image and quality of life of Hagerstown is a core value for the City to make us an attractive location to live, work, and thrive. Revitalization of the downtown is a key aspect in that mission.

B. Downtown Context

Downtown Hagerstown developed as the heart of a mighty economic engine in the late 19th and early 20th century. The downtown was home to manufacturing enterprises, retail and other commercial businesses, theaters, hotels, financial institutions, churches, government institutions, apartments, and town homes. The City Center Mixed-Use (CC-MU) zoning district, which includes the core central business district portion of downtown, is 162 acres in area. While suburbanization trends sapped the vitality from the downtown and urban core of the city in the late 20th century, our downtown still contains a wealth of historic architecture and cultural amenities from that earlier heyday of development. The downtown and three surrounding historic residential neighborhoods are protected with local historic zoning. A growing concern for the urban core area is the rise in unhoused individuals, many of whom struggle with addictions and mental health issues. Finding solutions to address this growing phenomenon is key to strengthening the image and perception of safety of the downtown.

Downtown contains a significant concentration of Washington County's arts, education, entertainment, and cultural institutions – the Maryland Theatre Performing Arts Center, the Maryland Symphony Orchestra, the University System of Maryland Center at Hagerstown, the Washington County Free Library, the Washington County Arts Council gallery and offices, the Barbara Ingram School for the Arts, the Hagerstown Cultural Trail with more than 13 public art installations, a community theater group, a dinner theater, a smaller live music venue, and a private art gallery. Meritus Park opened in the spring of 2024, home to the Hagerstown Flying Boxcars, an Atlantic League professional baseball team. At the close of the 2024 baseball season and after 60 home games, Meritus Park brought in 175,079 fans with a nightly average of nearly 3,000 attendees. The City is constructing the Hagerstown Field House on the edge of the downtown area which will open by January 2025. The 114,000 sf indoor sports facility will include 2 turf fields, hardcourt space, fitness facilities and concessions.

As the crossroads of the Hub City, downtown experiences significant daily traffic counts –21,200 average annual daily vehicles on the two east-west US40 routes through downtown and 12,000 average annual daily vehicles on the two major north-south routes of Potomac and Locust Streets.

C. The Hagerstown Market

Hagerstown is well situated in the heart of the Great Valley in Maryland in fairly close proximity to three major metropolitan cities – 70 miles west of Baltimore and Washington, DC and 156 miles southeast of Pittsburgh. The Hagerstown market has a strong transportation network with two intersecting interstate highways (I-70 and I-81), freight rail service by at least two providers (CSX and Norfolk Southern), a regional airport with, year-round and seasonal commercial air service to two Florida destinations and Myrtle Beach, SC, and within 70 miles of three international airports (BWI, Dulles, and DCA). Hagerstown is within a day's drive of half of the nation's population. With this excellent location, logistics, warehousing, and distribution are perfectly suited for the Hagerstown area and currently construction is booming in this field.

There are approximately 110,000 people living in the Hagerstown metropolitan area within a six-mile radius of Hagerstown's Public Square. The 2020 median household income of our county was $69,244. The Hagerstown/Washington County metro area draws its workforce from a tri-state region with a total regional workforce of nearly 425,000 in 2024.

Our market is rich in quality of life amenities and opportunities. Within a 70-mile radius of Hagerstown there are more than 30 institutions of higher learning. The Hagerstown market is served by a state of the art health system, with a regional hospital, Meritus Medical Center. Hagerstown Community College (HCC) is the fastest growing community college in Maryland with a burgeoning focus on science, technology, engineering and math. HCC is currently constructing a workforce development center within the city which will consolidate programs offered at various locations. The University System of Maryland Center at Hagerstown (USMH) in Downtown

Hagerstown offers 17 undergraduate and graduate degree programs from five Maryland institutions of higher learning. Washington County Public Schools consistently rank among the top public school systems in Maryland. Meritus Medical Center is currently constructing a College of Osteopathic Medicine with associated student housing near the hospital. Our region is blessed with an abundance of parks, protected agricultural land, and heritage resources.

With all these services and amenities and with our extremely far reaching transportation network, the Hagerstown market is well positioned for economic development and can boast a comparatively affordable cost of doing business and of living.

IV. Anticipated Scope of Work

The City of Hagerstown has a diverse and capable team of staff in the Department of Community and Economic Development and the Department of Planning and Code Administration that will be available to support the Consultant for this project.

The respondents are given broad latitude to scope the project in a way that effectively achieves the stated objectives. The City's primary needs for Consultant support in this project include: market analysis and economic analysis of the plan's recommendations for retail, housing, private sector office, and cultural/educational anchor development.

The following outlines a minimum scope of work that each proposal should consider as guidance and context.

A. Market Analysis

In the 2014 Community's City Center Plan, the Market Analysis included the following elements:

1. Residential Market: Sales Housing
2. Residential Market: Rental Housing
3. Retail Market
4. Cultural Arts/Education/Entertainment Market
5. Office Market
6. Hotel Market
7. Economic Base

The Consultant will provide an updated Market Analysis for each of these elements. For the Rental Housing Market Analysis, the consultant will identify market rate rents for upscale apartments in comparison to needed rents by developers based on proformas for renovation projects. The consultant will identify strategies to close differential gaps. Additionally, the Consultant will provide a Market Analysis for any additional emerging market sectors for downtown.

B. Community Engagement

In the 2014 Community's City Center Plan, the consultant spent over 130 hours collecting feedback from the community. The extensive level of community engagement resulted in a 10-Year Downtown Plan that the community owned and supported.

The Consultant will lead community engagement exercises to develop the recommendations for the catalyst projects and the implementation strategies. The City seeks varied community engagement strategies which could include:

- Traditional Strategies – public meetings, surveys
- Targeted Strategies – stakeholder meetings, seeking input from non-participatory segments
- Innovative Strategies – walking workshops, visual preference surveys
- Virtual Strategies – online charettes, polls, surveys

The goals of the community engagement include the following:

- To generate creative and organic ideas.
- To seek input from diverse audiences and to include involvement from the Hagerstown Youth Council.

C. Exploration of Linkages

Consultant will explore linkage opportunities between the downtown and surrounding amenities and neighborhoods and will recommend possible improvements to realize selected linkage strategies.

D. Coordination with Other Planning Efforts

Consultant will review and explore coordination with other planning efforts within the community.

- Choice Neighborhoods
  The Hagerstown Housing Authority (HHA) and the City of Hagerstown are undertaking a 2-year Choice Neighborhoods Planning exercise through a grant from the U.S. Department of Housing and Urban Development (HUD) from October 2023 to October 2025. The result will be a Community-Based Housing Plan to include a needs assessment, community engagement, and recommendations for strengthening Targeted Neighborhood sites through a wholistic approach focused on People, Neighborhoods and Housing. The consultant for the project is WRT, Philadelphia, PA. For more information visit: https://www.hagerstownha.com/choice-neighborhoods/

- Washington County Strategic Economic Development Plan
  The Washington County Department of Business and Economic Development is currently undertaking work to create a Strategic Economic Development Plan. The plan will include Baseline Analysis, Target Industry Analysis, and Strategic Recommendations. The plan is expected to be completed in early to mid-2025. The consultant for the project is RKG Associates, Alexandria, VA.

See Section IX for weblink to these documents:

- 2023 Washington Arts Council – Developing an Arts, Entertainment & Education Cluster in Washington County, Maryland – Sage Policy Group, Baltimore, MD
- 2022 Sustainable Community Plan
- 2020-2024 Mayor and City Council Strategic Plan

E. Implementation Plan

Consultant will prioritize strategies and develop a detailed implementation plan that addresses phasing and execution challenges, so that projects are positioned to respond to the market, attract financing, and be executed, to maximize potential for long term success of these initiatives, and to facilitate marketing of the downtown to prospective investors and businesses.

The goals of the development of the implementation plan include the following:

- To assemble the community's ideas into a set of recommended, doable catalyst projects.
- To recommend catalyst projects that involve private sector investment and/or public-private partnerships in the downtown.
- To recommend catalyst projects that can each be accomplished independently and are not reliant on the success of another.

The work will include the following:

- A cost benefit analysis and renderings of proposed catalyst projects identified for the Downtown.
- Identification of barriers and recommended successful strategies to address.
- Review of incentive programs and recommended changes or new incentives.
- Recommended linkage systems between the downtown and surrounding areas.
  Recommended phasing for implementation of projects proposed by the Plan's revitalization strategies.

F. Project Timeline

The anticipated timeline for the planning process completion is six to seven months from initiation. We anticipate the following timeline for deliverables:

1. Award of contract by 1/28/2025
2. Project initiation on 2/3/2025
3. Completion of the community engagement process by 4/15/2025
4. Identification of the catalyst projects for assessment by 5/15/2025
5. Delivery of the draft report by 7/15/2025
6. Delivery of the final report and public presentation by 8/15/2025

The project timeline may be subject to adjustment upon agreement of the City.

G. Estimated Deliverables

The Consultant will prepare the 10-Year Downtown Plan and Implementation Strategies. The final details of project team roles and Consultant deliverables will be negotiated between the City and the Consultant prior to award notification.

V. Submittal Requirements

Proposal packages shall include the components listed below and will be evaluated with the weights indicated.

A. Team Qualifications and Experience (40%)

Summary of the particular advantages of the team for this RFP and experience with the potential Scope of Work components listed above. Summary of the team's understanding of and experiences with downtown economic and real estate development, and retail and residential analyses in urban settings. Examples of downtown revitalization projects. Provision of resumes for project manager and key team members.

B. Project Approach (40%)

Identification of specific duties of key personnel. Quality of the proposed work plan and the degree to which proposal responds to the components delineated in the Scope of Work. Proposed project schedule.

Identification of community engagement methods, including use of Traditional, Targeted, Innovative and Virtual strategies.

C. Quality of Performance History (20%)

Demonstration of effective cost control, work quality, adherence to schedules/deadlines including references.

VI. Selection Process

The City intends to use a combined RFQ/RFP (Request for Qualifications/Request for Proposals) consultant selection process. City staff will review the responses to the RFQ/RFP and select a short list of firms to be interviewed by the City. Upon conclusion of the evaluation process, City staff will open the price proposals of the preferred firms. Unless extenuating circumstances come into play, the lowest bid of the preferred firms will be recommended to the Mayor and City Council for award of contract.

VII. Submittal Instructions

Sealed proposals will be received at the Office of the City Clerk, City Hall, 1 East Franklin St, 2nd Floor, Hagerstown, MD 21740 until 2:00 PM, Monday, November 18, 2024. All proposals must be labeled "10-Year Downtown Plan". The City of Hagerstown will not assume responsibility for any proposals that are submitted late or incorrectly.

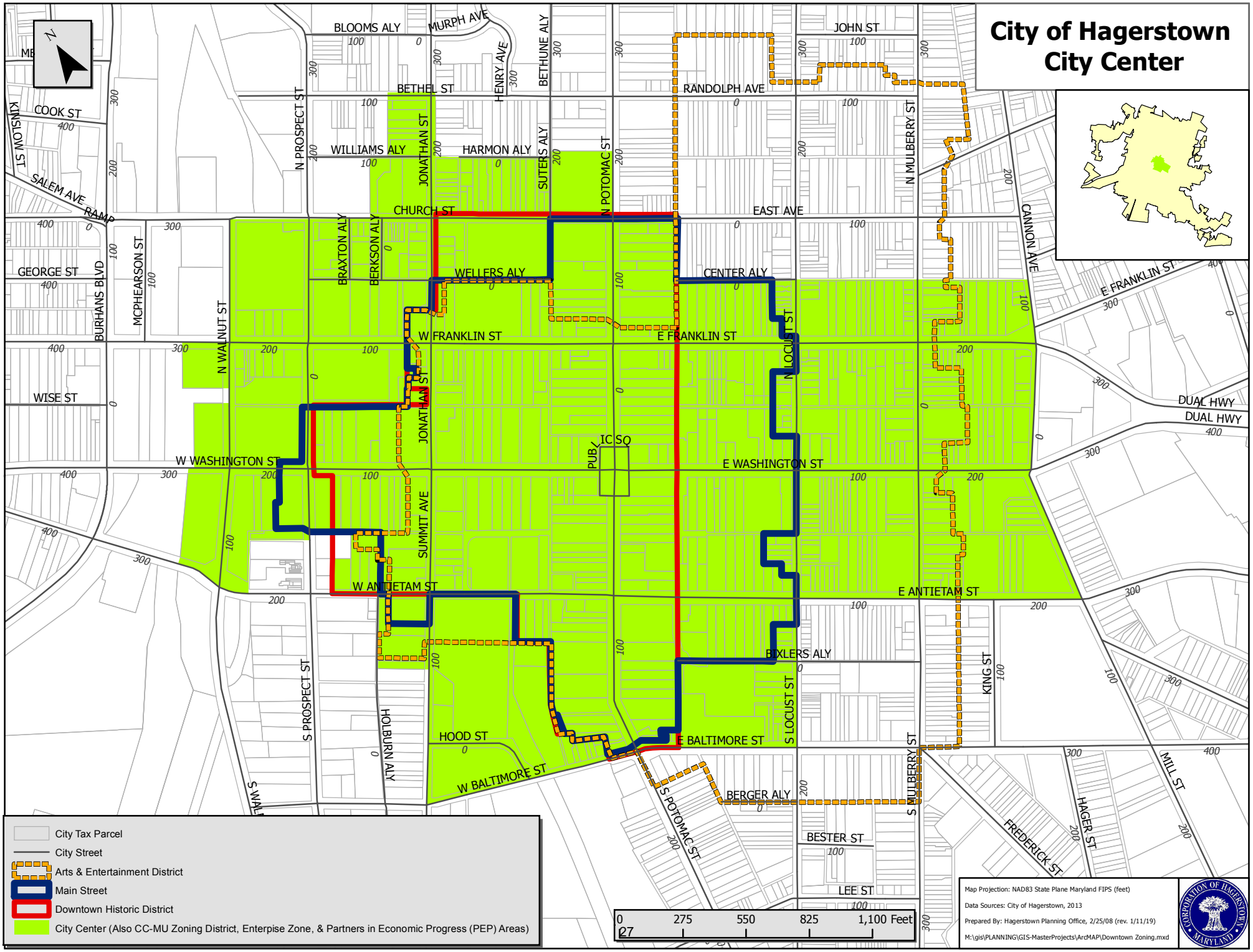
Price proposals must be placed in a separate, sealed, clearly marked envelope. Submittals will not be considered if the price proposal is included within the cover letter or within the technical proposal of the RFQ/RFP material. Proposers shall submit one (1) original and four (4) copies of the technical proposal and one (1) original and (4) copies of the price proposal.

VIII. Attachments

- Map of Downtown with various boundary designations

The following website link is provided for reference.
www.InvestHagerstown.org/DowntownPlan

Documents available on this website include the 2014 Community's City Center Plan, additional past planning efforts, maps and additional context for the downtown.


City of Hagerstown
City Center
N
BLOOMS ALY
MURPH AVE
HENRY AVE
BETHUNE ALY
JOHN ST
BETHEL ST
RANDOLPH AVE
N MULBERRY ST
KINSLOW ST
COOK ST
N PROSPECT ST
WILLIAMS ALY
HARMON ALY
JONATHAN ST
SUTERS ALY
N POTOMAC ST
SALEM AVE RAMP
CHURCH ST
EAST AVE
CANNON AVE
BRAXTON ALY
BERKSON ALY
GEORGE ST
BURHANS BLVD
MCPHEARSON ST
WELLERS ALY
CENTER ALY
E FRANKLIN ST
N WALNUT ST
W FRANKLIN ST
N LOCUST ST
WISE ST
DUAL HWY
DUAL HWY
PUBLIC SQ
W WASHINGTON ST
E WASHINGTON ST
SUMMIT AVE
W ANTIETAM ST
E ANTIETAM ST
BIXLERS ALY
KING ST
S PROSPECT ST
HOLBURN ALY
S LOCUST ST
HOOD ST
E BALTIMORE ST
W BALTIMORE ST
S MULBERRY ST
MILL ST
BERGER ALY
S POTOMAC ST
HAGER ST
FREDERICK ST
BESTER ST
LEE ST
City Tax Parcel
City Street
Arts & Entertainment District
Main Street
Downtown Historic District
City Center (Also CC-MU Zoning District, Enterpise Zone, & Partners in Economic Progress (PEP) Areas)
0 275 550 825 1,100 Feet
Map Projection: NAD83 State Plane Maryland FIPS (feet)
Data Sources: City of Hagerstown, 2013
Prepared By: Hagerstown Planning Office, 2/25/08 (rev. 1/11/19)
M:\gis\PLANNING\GIS-MasterProjects\ArcMAP\Downtown Zoning.mxd
CORPORATION OF HAGERSTOWN MARYLAND

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME:_____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP_____

This form was completed and submitted by: _____
(Please print or type full name)

Title of Individual: _____

Signature of Individual: _____

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

_____
Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: _____ Date: _____

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. DO NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification.

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

(a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

EMAIL: _____

DATE: _____FEDERAL EMPLOYER'S IDENTIFICATION NO._____

***For Informational Purposes Only*:** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

_____

Total Project Cost: _____

Date of Project: _____

2. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

_____

Total Project Cost: _____

Date of Project: _____

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

REFERENCES (Cont'd)

3. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

Total Project Cost: _____

Date of Project: _____

Proposal No. P1838.25
10-Year Downtown Plan and Implementation Strategies
Bid Submittal Form (to be included in the technical proposal submission)

Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

_____

Signature Date

_____

Company Name

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 2/25/2025 Special Session Date: _____

Originating Department: DCED Division (if applicable): _____

Department Director or Manager: Doug Reaser

Account/Project Name: 10-Year Downtown Plan

Account No: 1650001-5305-G0501 CIP Control No. _____

Budget Amount: $200,000 Account Balance: $199,525 Unbudgeted Amount: $0

Fiscal Year: 2025 Source of Funds: ARC Grant & General Fund Budget Contingency Line Item

Quantity	Description	Value
1	10-year Downtown Plan and Implementation Strategies	$ 196,264.00
	TOTAL VALUE OF PROJECT $	$ 196,264.00

ABOVE TO BE USED FOR: Consultant to create a 10-year Downtown Plan and Implenetation Strategies. Plan to include next steps that could strengthen downtown housing and the arts, entertainment and education market; and recommend catalytic programs and projects that could bring great vitality to Hagerstown's urban core.

RECOMMENDED VENDOR: Business Name: UP Development Planning LLC(dba Urban Partners)

Business Address: 123 S. Broad Street, Suite 2042

City/State/Zip: Philadelphia, PA 19109

Bid/Proposal/Quote No.: P1838.25 Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Hunden Partners	Chicago, Illinois	$185,000
Benchmark Planning	Charlotte, North Carolina	$186,900

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Consultant selected received highest cumulative points from review of round of interviews. RFP response was the most cohesive team, understands what stage of redevelopment for the City's core, has strong community engagement and had a higher level of economic analysis than similar proposals.

Doug Reaser Digitally signed by Doug Reaser Date: 2025.02.12 12:34:31 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Kenneth. Rene 2/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding including ARC grant to cover these services

Michelle 2/13/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/13/25

Signature / Date

Price Proposal

The Urban Partners team is prepared to complete the Hagerstown 10-Year Downtown Plan and Implementation Strategies for a total project fee of **$196,264**, which includes all professional and out-of-pocket expenses associated with our work. Out-of-pocket expenses, which include travel, document production, and necessary data purchases, will be billed at cost.

Task	TOTAL	Urban Partners				MKSK		
	All Staff	Lankenau	Kwon	Hartling	Cunniff	Meyer	Calvo	Walla
Phase 1: Kickoff & Background Analysis								
1.1 Review Existing Plans and Documents	10	2			8			
1.2 Kickoff Meeting (Steering Committee Meeting #1 - In-Person)	24	8	8				4	4
1.3 Study Area Site Tour	32	8	8				8	8
1.4 Demographic/Economic Trends Analysis	20	4			16			
1.5 Study Area Existing Conditions Analysis	14	4	4				4	2
1.6 Steering Committee Meeting #2 (Virtual)	16	4	2			2	4	4
Total	116	30	22	0	24	2	20	18
Phase 2: Community Engagement								
2.1 Project Website	14	2					8	4
2.2 Online Activities	14	2					8	4
2.3 Online Surveys	51	8	4		12		15	12
2.4 Pop-Ups and On the Ground Engagement	24						4	20
2.5 Key Stakeholder Interviews	38	16	16				3	3
2.6 Community Visioning Workshop	66	8	8				30	20
2.7 Steering Committee Meeting #3 (Virtual)	30	4	2				12	12
Total	237	40	30	0	12	0	80	75
Phase 3: Market Analysis								
3.1 Market Analysis								
- Retail Market	49	32		1	16			
- Residential Market	56	24	24		8			
- Office/Flex Market	32	16			16			
- Entertainment & Commercial Recreation Market	32	16			16			
- Hotel Market	6	2		4				
3.2 Market Analysis Technical Memorandum	16	12	4					
3.3 Steering Committee Meeting #4 (Virtual)	30	4	2			8	12	4
3.4 Community Update Workshop	48	8	8				20	12
Total	269	114	38	5	56	8	32	16
Phase 4: Feasibility & Implementation								
4.1 Selection of Catalytic Projects	12	2	2	2		2	2	2
4.2 Detailed Feasibility of Catalytic Projects	116	8		40		18	25	25
4.3 Steering Committee Meeting #5 (Virtual)	15	4	2			1	4	4
4.4 Draft Implementation Strategy	50	24	12	12		2		
4.5 Steering Committee Meeting #6 (Virtual)	19	4	2			1	6	6
4.6 Final 10-Year Downtown Plan and Implementation Strategies	50	16	8	8		2	8	8
4.7 Developer Pitch Kit	25	2		1			20	2
4.8 Final Presentation	26	8	8				2	8
4.9 Plan Adoption Process	12	8					2	2
Total	325	76	34	63	0	26	69	57
Total Task Hours	947	260	124	68	92	36	201	166
Hourly Billing Rates	-	$205	$205	$275	$82	$275	$200	$200
Task Costs	$188,264	$53,300	$25,420	$18,700	$7,544	$9,900	$40,200	$33,200
Reimbursable Expenses (Travel, Data Purchase, etc.)	$8,000	UP $3,000				MKSK $5,000		
Total Costs	$196,264							

Results Summary		
In order Highest to Lowest Score Rnd 2	Total Average Score	
Number Name	Rnd 1	Rnd 2
13 Benchmark CMR	85	91
8 Urban Partners	88	91
12 Hunden Strategic Partners	80	88
6 Streetscense	87	85
11 MIG, Inc.	81	77
9 Cooper Robertson	80	72
7 The Image Network	86	71
10 Partners for Economic Solutions (PES)	76	
5 Interface Studio	74	
3 BAE Urban Economics	72	
4 FCA	72	
2 Michael Baker International	71	
1 Downtown Redevelopment Services (with Design Workshop)	69	
In order by Number		
Number Name	Total Average Score	
1 Downtown Redevelopment Services (with Design Workshop)	69	
2 Michael Baker International	71	
3 BAE Urban Economics	72	
4 FCA	72	
5 Interface Studio	74	
6 Streetscense	87	
7 The Image Network	86	
8 Urban Partners	88	
9 Cooper Robertson	80	
10 Partners for Economic Solutions (PES)	76	
11 MIG, Inc.	81	
12 Hunden Strategic Partners	80	
13 Benchmark CMR	85	

Hagerstown
COMMUNITY & ECONOMIC DEVELOPMENT

TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager
Joanna Wu, Planner

DATE: February 14, 2025

RE: Recommended Consultant for Next 10 Year Downtown Plan

Staff will attend the February 18, 2025 Work Session of the Mayor and City Council to review the recommended consultant for the next 10-Year Downtown Plan.

A staff review team is recommending the proposal submitted by the consultant team of Urban Partners in association with MKSK. The price proposal submitted of $196,264 is attached.

Staff recommend this consultant team for the following reasons:

- Cohesiveness of the team and demonstrated experience working together
- Recognition of Hagerstown's current stage of redevelopment and ability to take us to the next level
- Experience and ability to bring successful strategies from other downtown to Hagerstown
- Assembled team with expertise in Economic Analysis and Placemaking
- A strong community engagement strategy to ensure community ownership of the end product

The price proposal is justified by the proposal's higher level of economic analysis, holistic approach and comprehensive community engagement, quality graphics presentation, and robust team with expertise in economic analysis and placemaking.

For additional background, attached is the Request for Proposals (RFP) for the project which outlines the scope of services expected for the project.

The City was very fortunate to receive an outstanding response to the Request for Proposals, and the staff review team was very impressed with the quality of proposals received. The proposals were evaluated using the criteria specified in the RFP.

<u>Proposals Received</u>

- 13 proposals were received
- Proposals were reviewed and narrowed to 7 for presentation interviews
- Information from the interviews was reviewed and the proposals were narrowed to 3 for review of price proposals and review of comparable plans developed for other communities
- Proposals were narrowed to 1 for recommendation

Evaluation Criteria from RFP

- Team Qualifications (40%)
- Project Approach (40%)
- Quality of Performance History (20%)

Cross-Department Staff Review Team

Department of Community & Economic Development

- Jill Thompson, Director of Community & Economic Development
- Doug Reaser, Economic Development Manager

Planning & Code Administration Department

- Kathy Maher, Director of Planning & Code Administration
- Joanna Wu, Planner

Community Engagement Department

- Brittany Arizmendi, Director of Community Engagement

Attachments

Motion
Consent Agenda Form
Price Proposal
Scoring Sheet
Project Proposal
Request for Proposal

c: Jill Thompson
Kathy Maher
Brittany Arizmendi
Michelle Hepburn
Tyler French

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Edgemont Reservoir - *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MEMO_EDGEMONT_DISCUSSION_02112025.pdf	MEMO EDGEMONT RESERVOIR
EDGEMONT_SPILLWAY__STUDY_FINAL_RPT_2016.pdf	SPILLWAY EVALUATION 2016
EDGEMONT_RESERVOIR_PMP_EVALUATION_DRAFT_2019.pdf	2019 PMP REPORT
WARNER_HOLLOW_DAM-EDGEMONT_2019_PROJECT_ESTIMATE.pdf	2019 MEMO
PLAN_VIEW_1991_EDGEMONT_DRAWING.pdf	1991 PLAN VIEW DRAWING
PLAN_VIEW_PRELIMINARY_DRAWINGS.pdf	PRELIMINARY DESIGN PLAN VIEW

CITY OF HAGERSTOWN, MARYLAND

Utilities Department
1 Clean Water Circle • Hagerstown, MD 21740
Telephone: 301-739-8577, ext. 650
Website: www.hagerstownmd.org

February 5, 2025

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
Tyler Puffenberger, Deputy Director of Utilities

Action: Discussion – Edgemont Reservoir

At the direction of the Mayor and City Council, staff met with Hazen and Sawyer to discuss the Edgemont Reservoir Project and the water appropriation permit to enable the City to use the reservoir as the source water for the Breichner Plant. I attached the memo from August 2019 because there has not been significant change.

The most positive update is that Maryland Department of the Environment (MDE) has received the Final Draft of the Statewide Probable Maximum Precipitation (PMP)Study Report. Hazen and Sawyer are assisting with the review to include possible changes associated with climate change/climate resiliency. As a reminder, the City has completed three (3) PMP Evaluations using Maryland, Pennsylvania, and Virginia planning and design criteria. Included with this memo is the 2019 PMP Study and the 2016 Geotechnical Study.

In conversation with Hazen and Sawyer, they indicated they did not expect the new Maryland Study to significantly impact the current preliminary design (plan view is attached). I find it helpful to compare the proposed design with the design from the 1991 reservoir improvements – the plan view drawing of the earther dam and emergency spillway is attached for comparison.

Staff have been working with MDE since 2018 on the development of appropriation based on historical climate data. The most recent appropriation permit application requested average daily appropriation of 2.75MGD with a maximum withdraw of 4.8MGD. The current appropriation 0.7MGD daily average and 4.8MGD maximum withdraw. is MDE will require the City to maintain Maryland Method Flow-by at all times – this work is incomplete at this time but could be as high as 2.2cfs (current flow-by is 0.2cfs). It is important to note that Raven Rock is a cold water fishery and there is concern for thermal pollution associated with the dam naturally spilling during the summer months.

Staff submitted a new funding application as requested by MDE for the Edgemont work. The application was submitted in January 2025 with a total funding request of $34,100,000. Included in this application is $4,100,000 local share for engineering services (study, design, bidding, and construction management) and $3,000,000 construction contingency. Construction estimate is $27,000,000.

Staff will be available to discuss work completed and answer questions.

Report of
Geotechnical Exploration

Edgemont Reservoir
Spillway Floor and Toe Seepage Near MW-5
Washington County, Maryland

Triad Project No. 03-06-0643

Prepared For:

City of Hagerstown Utilities
Department – Water Division
51 West Memorial Boulevard
Hagerstown, Maryland 21740

Prepared by:

TRIAD ENGINEERING, INC.

1075-D Sherman Avenue
Hagerstown, Maryland 21740
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January 11, 2016

January 11, 2016

Ms. Nancy Hausrath
City of Hagerstown Utilities
Department – Water Division
51 West Memorial Boulevard
Hagerstown, Maryland 21740

RE: Report of Geotechnical Exploration
Edgemont Reservoir
Spillway Floor and Toe Seepage Near MW-5
Washington County, Maryland
Triad Project No. 03-06-0643

Dear Ms. Hausrath:

In accordance with your request, we have completed a geotechnical exploration at the Edgemont Reservoir in Washington County, Maryland. The work was authorized by your Purchase Order Number 20150488-00 issued on December 8, 2014. The subsurface exploration was performed to evaluate the subsurface conditions at the site for the limited purposes of determining the appropriate remedial action for the spillway floor and toe seepage. This study was also recommended by MDE in their letter dated August 21, 2014 to identify the causes of seepage and develop a recommended course of action. It is emphasized that subsurface conditions may vary dramatically between test locations, and Triad makes no representations as to subsurface conditions other than those encountered at the specific test locations.

This report has been prepared for the exclusive use of the City of Hagerstown for specific application to the Edgemont Reservoir in Washington County, Maryland. Triad's responsibilities and liabilities are limited to our Client and apply only to their use of our report for the purposes described above.

We appreciate the opportunity to assist you on this project and trust this report satisfies your needs at this time. Please feel free to contact us if you have questions concerning this report, or if we can provide further assistance.

Sincerely,

TRIAD ENGINEERING, INC.

Bradley A. Reynolds, P.E.
Regional Manager



Stephen J. Gyurisin, P.E.
Project Engineer

"Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 40821, Expiration Date: 6/16/2017."

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Edgemont Reservoir
Spillway Floor and Toe Seepage Near MW-5
Washington County, Maryland
Triad Project No. 03-06-0643

FOREWORD

This report has been prepared for the exclusive use of the City of Hagerstown for specific application to the Edgemont Reservoir in Washington County, Maryland. The work has been performed in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

Please note that Triad is not responsible for any claims, damages or liability associated with any other party's interpretation of the data or re-use of these data or engineering analyses without the express written authorization of Triad. Additionally, this report must be read in its entirety. Individual sections of this report may cause the reader to draw incorrect conclusions if considered in isolation from each other.

The conclusions and recommendations contained in this report are based, in part, upon our field observations and data obtained from the field exploration at the site. The nature and extent of variations may not become evident until construction. If variations then appear evident, it may be necessary to re-evaluate the recommendations presented herein. Similarly, in the event that any changes in the nature, design, or location of the facilities are planned, the conclusions and recommendations contained herein shall not be considered valid unless the changes are reviewed and the conclusions are modified or verified in writing by Triad.

PROJECT PURPOSE AND SCOPE

Seepage in the vicinity of MW-5 was first discovered in early 2014. Since this seepage was discovered, a drain pipe was installed to observe the seepage and quantify the flow rate and has been continuously monitored by Triad and the City since its discovery. In order to further explore the cause and extent of the observed seepage near MW-5, additional geophysical survey work, test borings, installation of new monitoring wells and further monitoring of the seepage and groundwater elevations has been performed. The additional exploration was performed to aid in the determination of the most appropriate remedial action for the observed seepage. As part of the exploration, Triad has also reviewed all past documentation associated with the seepage to include a report titled "Edgemont Reservoir Investigation of Leakage with Remedial Grouting", dated November 1968, prepared by Whitman Requardt and Associations, a report titled "Edgemont Dam (Ogee-Weir) Geophysical Survey", dated May, 1995, prepared by Whitman, Requardt and Associates, correspondence from MDE and the detailed geotechnical exploration performed by Triad, dated February 2, 2009.

Two distinct areas of the spillway have shown signs of distress, including cracking and settlement. These two locations have also been monitored routinely since they were

first observed. In order to further explore the observed cracking within the spillway floor, the observed spillway retaining wall movement and the seepage under the spillway floor Triad performed 3 concrete cores within the spillway floor within areas of obvious distress and adjacent to the existing retaining wall and performed Wildcat penetrometer testing. A ground penetrating radar (GPR) scan to locate rebar as well as to image any potential voids or seepage paths was also performed. The exploration scope was performed to aid in the determination of the most appropriate remedial action for the spillway seepage, observed spillway floor cracking and the observed retaining wall movement.

Based on the most recent annual inspection performed by MDE on May 19, 2015, the current condition of the dam is considered unacceptable due to ongoing seepage problems at the right abutment and under the spillway. In summary, The Edgemont Reservoir is classified as a High Hazard Dam meaning that failure of the dam could lead to catastrophic damage and loss of life. Based on the current EAP and detailed breach analysis completed in October 2015, a total of 77 property owners would be affected if a failure of the embankment would occurred. In addition, 13 bridge/culvert type structures and up to 8 miles of roadway would be inundated during a breach. Any structural damage to the railroad bridge could result in a long-term delay of the railroad track use. The following sections of this report will evaluate and determine the most appropriate remedial action to restore the embankment to a condition acceptable to MDE.

FIELD EXPLORATION

Spillway Floor

The first phase of our exploration consisted of a Ground Penetrating Radar (GPR) scan of the spillway floor within areas to be evaluated to delineate the approximate location of the existing reinforcement steel. The GPR scan identified reinforcement steel within the top portion of the slab. The GPR scan indicated that reinforcement steel was spaced approximately 12 inches on center each way. The GPR reflects the first object identified, as a result scanning past the rebar was not possible. Due to the size of the reinforcement steel and difficultly coring through the steel, the GPR testing was performed to estimate the location of the reinforcement steel and assist in positioning of the subsequent cores to avoid as much of the reinforcement steel as possible.

The second phase of our exploration included performing concrete cores and Wildcat probes. The Wildcat probe testing equipment consists of a 35 pound drop hammer connected to steel rods with a cone shaped tip at the end of the rods. The steel rods are driven into the subsurface materials by dropping the hammer 15 inches by freefall. The number of blows (drops) to drive the rods a distance of 10 cm is recorded in increments. The Wildcat probes were performed to evaluate the condition of the subgrade materials, determine the extent of any soft soil zones and estimate a depth of existing weathered rock and/or possible bedrock.

In summary, three (3) locations within the concrete spillway floor were cored utilizing a 4 inch diameter diamond impregnated core barrel. The thickness of the concrete cores ranged from 12 inches to 18 inches. Void space was encountered below the cores at 2

of the locations. Within the void space a tape measure was extended in multiple directions approximately 5 feet. Void space is present below the existing retaining wall and is anticipated to extend beyond 5 feet in areas. Below the slab/void space crushed gravel was observed. A summary of conditions encountered at each test location is provided in the table below.

Core No.	Concrete Thickness (in.)	Void Space under concrete (in.)	Wildcat Probes
C-1	12	7	Very Loose materials encountered from 1.6 to 2.4 feet
C-2	14	None	Very Dense Materials Encountered
C-3	18	6	Very Loose materials encountered from 1.4 to 1.7 feet.

Wildcat probes were performed after removal of the cores. The Wildcat logs are provided in Appendix B. In summary, medium to very dense materials were generally encountered at each core location with isolated very loose to loose wet soil zones located at core locations C-1 and C-3 as summarized above. Very dense subgrade conditions were encountered at core location C-2 below the existing aggregate. Upon completion of the coring and Wildcat probes, monitoring well covers were set flush with the spillway floor for further observation. The approximate test locations are shown on Figure A-2 contained in Appendix A.

Toe Seepage Near MW#5

The first phase of the exploration included performing two-dimensional (2-D) electrical resistivity testing at the same location along the toe of the embankment as performed during our previous exploration. The electrical resistivity survey was completed to compare the results with the previous exploration and to aid in determining the locations for additional monitoring wells in the area of the observed seepage. The results of the electrical resistivity survey are shown in the cross sections in Appendix A.

The electrical resistivity survey was performed utilizing an R-8/IP@ Automatic Earth Resistivity System. The electrode spacing was 5 feet with a total array spread of 390 feet. Effective imaging depths are approximately 24 percent of the total array length, i.e. approximately 65 feet, and effective resolution is approximately 50 percent of the electrode spacing. Resistivity imaging data was processed and inverted using AGI=s proprietary 2D resistivity inversion software, EarthImager, to generate the inverted resistivity section. Two-dimensional electrical resistivity imaging is a geophysical technique utilized to measure the in-situ resistivity of earth materials, i.e. an assessment of how difficult it is to pass an induced electrical current through the subsurface. Resistivity is nothing more than the inverse of conductivity. Therefore, resistivity imaging is a measurement of the conductivity of the subsurface materials at a site. Generally, soils are more conductive than competent bedrock and can be imaged with this technique. Zones of increased seepage in soil and bedrock will generally exhibit

elevated moisture. Consequently, they are more conductive than the surrounding bedrock or other soils.

In summary, results of the resistivity testing along the downstream toe of the slope generally correspond well with the existing surface conditions and previously performed resistivity testing with a slightly more pronounced area of seepage on the most recently performed resistivity testing in the vicinity of MW-5. The shallow groundwater conditions and new surface seeps located in the vicinity of monitoring well MW-5 correspond well within the lower resistive materials illustrated on the resistivity section.

Based on the results of the resistivity testing and location of the existing seeps, 3 borings and monitoring wells were installed to help further evaluate the existing seepage and determine the appropriate remediation. In general the subsurface soils consisted of tan brown clayey silt, sandy gravel and silty sand and gravel in a medium dense to very dense condition and moist to wet. Wet soil conditions were encountered in all borings. Detailed descriptions are provided on the boring logs included in Appendix B. The approximate test locations are shown on Figure A-2 contained in Appendix A.

CONCLUSIONS AND RECOMMENDATIONS

The subsurface information obtained from the field exploration, evaluation and review of previous studies, our past experience with similar projects, and the noted design criteria were the basis for our assessment of the geotechnical issues currently existing at the site. Our geotechnical recommendations associated with the spillway floor and observed seepage near MW-5 are summarized here-in.

During our field exploration 3 monitoring well covers were installed within the spillway floor and 3 monitoring wells were constructed near MW-5. At this time, we recommend that the reservoir continue to be allowed to fluctuate naturally in order to obtain additional data from the recently installed well covers and monitoring wells. However, the city should be prepared to lower the reservoir prior to a major storm event. We recommend that the new monitoring wells be gauged with existing wells. Concurrent with the monitoring well gauging, the monitoring well covers within the spillway floor should be removed to allow for visual inspection of the conditions under the spillway.

Spillway Floor

As previously mentioned, cracking within the spillway floor and settlement of the western spillway concrete retaining wall (left wall if looking downstream) has been observed. This exploration was performed to evaluate the subsurface conditions, investigate the cause of the settlement and to determine the most appropriate remediation method. Settlement within these areas was first observed during the initial field exploration performed in 2006. Monitoring points on the wall were ultimately established and have been intermittently monitored. No significant signs of wall movement have been recorded. However visual observations of concrete cracking and spalling of the spillway floor adjacent to the wall appear to have worsened slightly.

In summary, based on the results of the field exploration void space below the spillway floor was encountered at core locations C-1 and C-3 and ranged in thickness from 6 to 7 inches. The void space also extends under the existing retaining wall foundation and distances of up to 5 feet surrounding the core locations of C-1 and C-3. The voids encountered at the core locations are also relatively consistent with the seepage flow paths and mass deficiencies as mapped by the original geophysical exploration previously performed and summarized as part of the Geotechnical Report dated February 2, 2009. For reference a copy of Figure 5, Gravity and SP Data Comparison, from the geophysical exploration is included in Appendix A.

It is apparent that the seepage under the spillway has caused subsurface erosion and settlement over the past 20 years to create the voids. In addition, during the monitoring of the new observations wells, flow was observed below the spillway floor within C-1. The flow was observed after a precipitation event and it is our opinion that the flow is a direct result of the precipitation event and buildup of water behind the retaining wall. This can be verified by past observations of the wells with no flow at the same reservoir level of 6.6 feet below the top of OGEE weir. The flow direction post precipitation event was observed to come from under the western spillway wall trending towards the center of the spillway. It is our opinion that the settlement within the spillway floor and settlement of the western spillway wall are a direct result of the observed voids, and possibly softening of the subgrade bearing soils. These conditions likely exist due to the existing seepage issues both during higher reservoir elevations and from precipitation events resulting in settlement and erosion of the subgrade materials.

As previously mentioned, the reinforced concrete encountered in the cores within the spillway floor ranged from 12 to 18 inches thick. Due to the thickness of the concrete and reinforcement, the spillway floor concrete is generally spanning across the majority of the existing void space without showing any visual signs of settlement with the exception of the area near the western spillway concrete retaining wall where excessive surface cracking and settlement has been observed.

Although the void space appears to be isolated to the left side of the spillway floor in close proximity to the retaining wall, the overall extent of the void space has not been determined at this time. Therefore, we recommend that additional probes be performed to evaluate the extent of the existing voids. The probes should be performed on an initial 20 foot grid pattern across the bottom of the spillway floor. Where voids are encountered below the concrete, additional probes should be performed to further delineate the area of the voids. The probes should be performed utilizing a 1 inch bit and hammer drill. Upon completion of the probes, additional cores and well covers should be installed as necessary. The final location of the cores and well covers will be determined at the completion of the probe investigation. At this time, we anticipate that an additional 3 cores and well covers will be installed. The monitoring period should extend through June of 2016.

Upon completion of the additional exploration and monitoring period, final recommendations for remediation of the spillway floor and retaining wall will be provided. At a minimum, all void space located below the spillway floor and retaining wall foundation should be filled by pressure injecting a low slump grout. This will be

required to stabilize, support and maintain structural integrity of the slab and retaining wall foundation. Detailed recommendations for the grouting operations will be provided upon completion of the additional probing and monitoring period.

Consideration to performing an extensive grouting program to reduce the amount of seepage under the spillway and through the embankment should be evaluated. However, the final determination would be based on continued monitoring of the reservoir to include the settlement of the spillway floor and retaining wall, seepage control through the spillway and seepage control at the toe of the embankment. If performed we anticipate that this type of grouting program would include, at a minimum, a grout curtain along the upstream side of the ogee weir extending beyond each headwall a minimum distance of 100 feet, grouting directly below the spillway floor, grouting under the existing retaining wall foundation and through the existing embankment and into the embankment foundation soils. This curtain wall would consist of a series of drilled and pressure grouted columns that would extend into the underlying bedrock. The spacing between the grout columns would vary depending on the overall grout volume required at each specific location. If selected, Triad would consult a qualified grouting contractor and develop a detailed grouting program and associated cost estimate.

Toe Seepage Near MW-5

As previously mentioned, in early 2014 a new area of seepage has been observed at the toe of the dam near MW-5. Due to the seepage development, further exploration of the area was performed. The exploration included performing resistivity testing along the toe of the embankment, performing additional borings and ultimately installing additional monitoring wells. The work was performed to determine the most appropriate remediation method to control the existing seep. Monitoring of the seepage flow has been performed by the City of Hagerstown every 2 weeks when the reservoir elevation is below 6.5 feet and every day when above 6.5 feet. The reservoir level is monitored by SCADA and text message alarms which are sent to City personnel a minimum of once daily as well as at alarm levels when the reservoir reaches the critical level of -6.5 where seepage typically begins. Additionally, City staff receives alarm messages at -4.5 feet, -3.0 feet and -0.5 feet, with a follow up message one hour after any alarm so that the rate of change is known.

The City has been monitoring the seepage flow and groundwater elevations of the new wells for approximately 6 months. When active, the water observed from the seep has been clear with no visual signs of sediment. The seepage is generally not present when the reservoir elevation is below the level of 7 feet below the top of the weir. The results of the most recent monitoring period are included in Appendix C of this report. In summary, the new wells are showing similar trends in groundwater elevations in relation to original wells with the shallowest elevations present within MW-7 located directly north of the new seep. MW-8, located to the south of the existing seep has ground water elevations just slightly shallower then the existing water elevations within MW-4. Based on the new well data and visual observations, it is our opinion that the seepage is generally isolated to the area near MW-5.

Although the seepage has been clear and generally concentrated in the area of MW5, the seepage discharges in an uncontrolled manner at the toe of the embankment. The discharge point is in the general vicinity of the large sycamore tree that was removed from the toe of the embankment in 2010. Due to the uncontrolled discharge, there is the potential for undesirable subgrade softening, settlement and erosion at the toe of the embankment. This condition will ultimately lead to stability issues within the embankment and should be remediated.

Therefore, we recommend that a toe drain be constructed to containerize and discharge the seepage in a controlled manner. Due to the seepage occurring at the toe of the embankment and the existing water lines it may be necessary to construct a portion of the toe drain as a berm. Preliminary construction details have been provided in Appendix D of this report.

As previously mentioned, based on the data obtained over the past monitoring period, the elevation of approximately 6 to 7 feet below the top of weir is generally an elevation where the existing seepage at the toe of the embankment stops flowing at the surface. At this time, several options have been discussed to help maintain the reservoir elevation at a consistent elevation of approximately 6 feet below the top of weir. These options have included the preliminary evaluation of installing a notch in the existing weir to a depth of 6 feet below the top of weir or installation of an actuating valve attached to the 24 inch main discharge pipe. A final decision of the most suitable option will be decided after the monitoring period and further discussions with MDE.

Summary of Recommendations

Provided below is a summary of the recommendations outlined in this report. The recommendations are categorized by priority and timelines should ultimately be established after discussions with MDE and further monitoring. Therefore, this task list should be considered a preliminary task list that is subject to change.

1a Spillway Floor Evaluation

Additional probes should be performed to evaluate the extent of the existing voids located below the spillway floor and retaining wall foundation. The probes should be performed on an initial 20 foot grid pattern across the bottom of the spillway floor. Where voids are encountered below the concrete, additional probes should be performed to further delineate the area of the voids. The probes should be performed utilizing a 1 inch bit and hammer drill. Upon completion of the probes, additional cores and well covers will be installed as necessary. The final location of the cores and well covers will be determined at the completion of the probe exploration. At this time, we anticipate that an additional 3 cores and well covers will be installed.

1b Construct Blanket/Toe drain

Due to the existing seepage condition, a blanket/toe drain should be constructed to containerize and discharge the seepage in a controlled manner. Due to the seepage occurring at the toe of the embankment and the existing water lines it

will be necessary to construct a portion of the toe drain as a berm. Preliminary construction details have been provided in Appendix D of this report.

1c Control Reservoir Elevation

At this time, the existing reservoir elevation is fluctuating naturally to allow for monitoring of the existing and new wells and seepage flow at various reservoir elevations. If significant precipitation events are anticipated, the City manually lowers the reservoir elevation by using the 12 inch lines that discharge at the existing Breichner Plant. However, at the completion of the monitoring period it is required that the reservoir be maintained at an elevation of 6 feet below the top of weir on a consistent basis. Several options have been discussed to help maintain the reservoir elevation at a consistent elevation of approximately 6 feet below the top of weir. These options include installing a notch in the existing weir to a depth of 6 feet below the top of weir or installation of an actuating valve attached to the 24 inch main discharge pipe or potentially the 12 inch pipe valves located at the existing Breichner Plant. Either option will increase the volume of water that can be controlled when lowering the reservoir elevation. It should be noted that cutting a notch in the weir is a permanent change to the weir. If, in the future, the City wishes to utilize the full capacity of the reservoir elevation the notch would need to be filled. Whereas installation of an actuating valve allows the City the flexibility to raise the reservoir elevation higher than 6 feet below the top of weir without additional future work. A final decision of the most suitable option will be decided after the monitoring period and discussions with MDE.

4) Filling Voids Under Spillway Floor and Retaining Wall Foundation

Upon completion of the additional exploration and monitoring period, final recommendations for remediation of the spillway floor and retaining wall will be provided. At a minimum, all void space located below the spillway floor and retaining wall foundation should be filled by pressure injecting a low slump grout. This will be required to stabilize, support and maintain structural integrity of the slab and retaining wall foundation. Detailed recommendations for the grouting operations will be provided upon completion of the additional probing and monitoring period.

5) Perform Extensive Grouting Program

Provided that the recommendations above are performed and the reservoir elevation is maintained at a minimum depth of 6 feet below the top of weir, extensive grouting may not be required. However, the final determination would be based on continued monitoring of the reservoir to include the settlement of the spillway floor and retaining wall, seepage control through the spillway and seepage control at the toe of the embankment upon completion of the recommendations summarized above. If these existing conditions cannot be remediated and controlled, an extensive grouting program will be required upstream of the existing OGEE weir, within the existing spillway, under the existing retaining wall and through the existing embankment and into embankment foundation materials.

6) Complete Removal of the Embankment/Structures and Restoration
In order to completely eliminate any risks associated with the reservoir and possible failure of the embankment complete removal of the embankment and associated structures would be required. If performed, restoration of the stream and area would be required.

At a minimum, task items 1a, 1b, 1c and 4 should be performed to reduce the risk of the embankment and spillway instability due to current seepage issues and settlement. The initial immediate task actions should include 1a, 1b and 1c. Upon completion of task 1a, task 4 design can be completed and the grouting work can also be performed.

Upon completion of tasks (1a-1c and 4) and further monitoring of seepage flows, monitoring well levels and spillway floor and wall settlement, a final determination of the need for the extensive grouting program (task 5) can be determined. This determination will also be based on the ultimate need of the water source.

At this time it is unclear about the long term viability of the Breichner Plant and the ultimate need of the Edgemont water source. If the Breichner Plant is ultimately upgraded and full capacity of the reservoir is required, we recommend that the extensive grouting operations be completed to maintain stability of embankment and spillway by substantially reducing the existing seepage.

If it is determined that the Breichner Plant is not needed and planned upgrades are not performed we recommend that strong consideration be given to performing a complete removal of the embankment and structures and performing restoration of the existing stream and surrounding area to eliminate any the risks associated with embankment failure.

The following table outlines the recommended repair actions and the associated estimated design and construction costs.

Item	Estimated Costs
1a. Spillway Floor Evaluation	$18,000 to $25,000
1b. Construct Blanket/Toe drain	$40,000 to $60,000
1c. Control Reservoir Elevation	$75,000 to $250,000
4. Filling Voids Under Spillway Floor and Retaining Wall Foundation	$75,000 to $150,000
5. Perform Extensive Grouting Program	$2,000,000 to $2,500,000
6. Complete Removal of the Embankment/Structures and Restoration	$3,000,000 to $4,000,000

* Estimated Costs should be considered approximate. Refined costs can be obtained at the completion of the study period.

** It is important to note that this reservoir is the raw water source for the W.M. Breichner Water Treatment Plant. The Breichner Plant serves as a backup plant to the R.C. Willson Plant in Williamsport. The current appropriation permitted by MDE for the Breichner Plant is a daily average of 0.75 million gallons per day with a peak day of 4.5 million gallons. This is considerably less than the total customer demand for the City water production which is approximately 12 million gallons per day.

At this time, the Breichner Plant is not operable and needs several upgrades prior to being returned to service. These upgrades include the transition to chloramines for secondary disinfection, enhanced filtration, a new SCADA system, and various other upgrades. The current estimated costs for those renovations are approximately $3,500,000 to $5,000,000. If the City decides to commit the funds to upgrade the Breichner Plant, the City should also perform extensive grouting in addition to the initial rehabilitation to reduce the risk of failure in the embankment or spillway at the reservoir. The combination of the plant upgrades and restoration work at the reservoir would result in estimated costs of $5,700,000 to $7,800,000 to return the plant to service with a structurally sound water source.

Consideration has also been given to performing a hydrogeological evaluation of the groundwater conditions at the existing Breichner Plant and exploring the viability of using groundwater as a primary and/or secondary water source. The evaluation would consist of a subsurface exploration to locate areas of potential groundwater for the installation of high volume groundwater wells. The wells would be pump tested to determine the viability of using groundwater as the source for the Breichner Plant. Fees associated with the evaluation, installation of wells and pump testing would be on the order of $150,000 to $250,000. Assuming the wells are a viable option, if the City wishes to proceed in this direction, additional upgrades to the Breichner plant would need to be considered based on the groundwater characteristics and new permit appropriations would need to be established with MDE.

Funding Sources

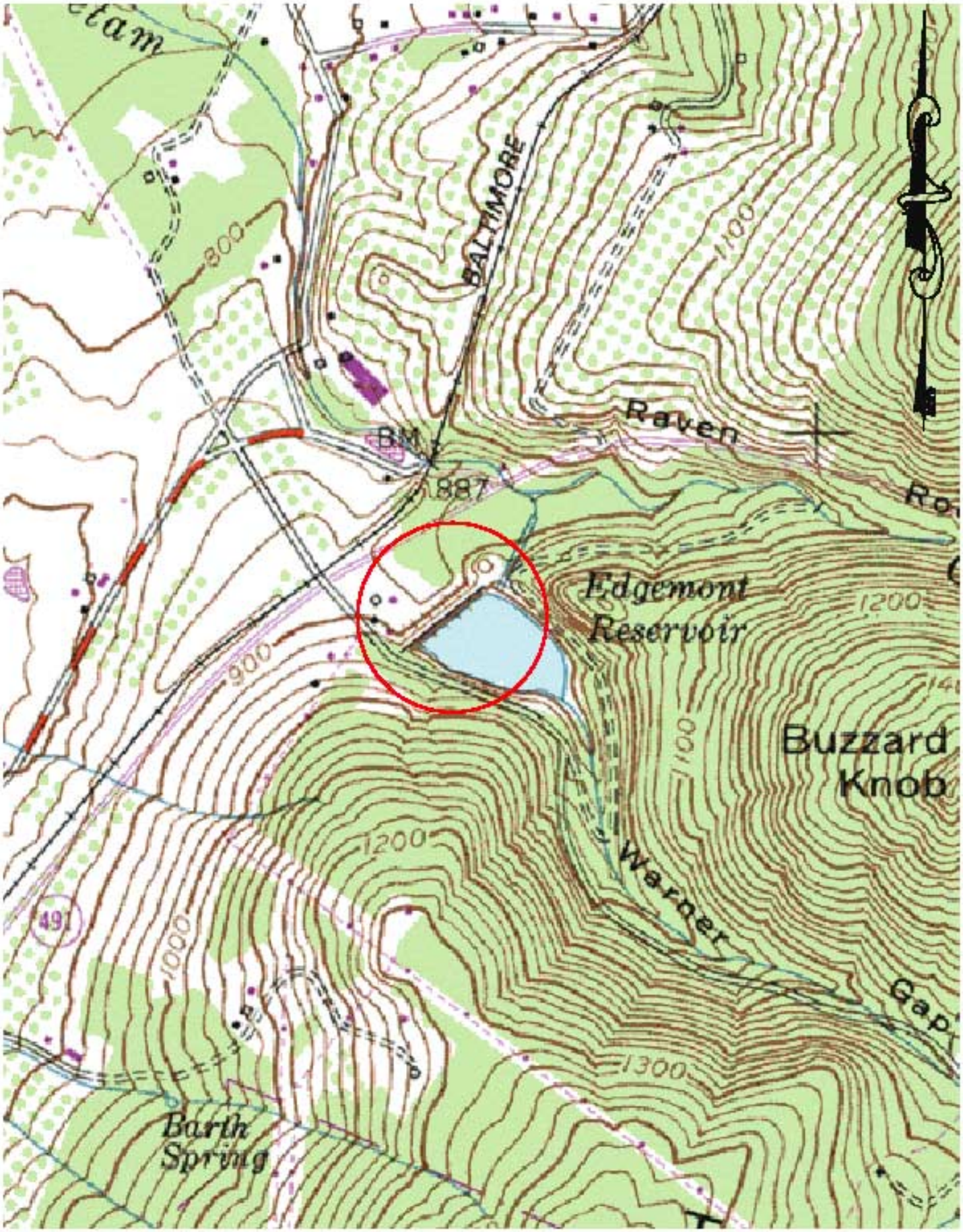
The City submitted a funding application to the Safe Drinking Water Act (SDWA) program for improvements to or removal of the Edgemont Reservoir due to deficiencies observed and documented by the MDE Dam Safety Division during annual inspections. The FY16 funding application was declined because the SDWA program will not fund raw water storage projects. Please see the response letter from MDE regarding this project included in Appendix C.

The City will continue to pursue funding opportunities that are available and recognizes the potential consequences associated with the dam being in poor repair. The City remains committed to addressing the deficiencies noted in this report and the inspection by the MDE Dam Safety Group and will continue to work with MDE to restore the dam to the agencies' satisfaction.

TRIAD ENGINEERING, INC.

APPENDIX A

Illustrations



TRAD TRAD ENGINEERS, INC.	WARNER GAP HOLLOW DAM	SCALE: 08-07-07	= Approximate Site Location	Job No.: 03-08-0843	Plate No.: A-1
	SITE LOCATION PLAN	WASHINGTON COUNTY, MARYLAND		REVISED: September 2004	

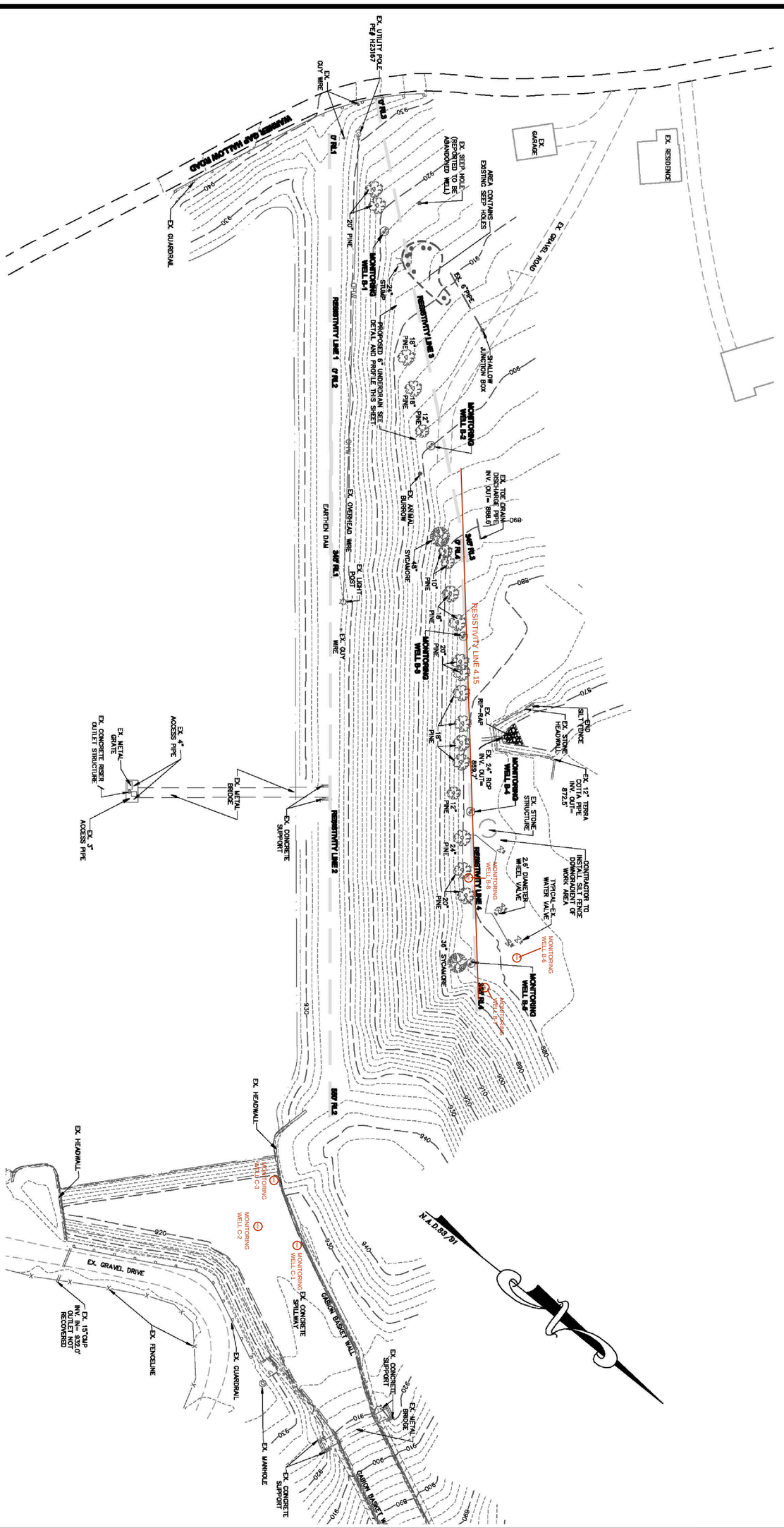


FIGURE : A-2

TRIAD ENGINEERING, INC.
www.triadeng.com

TEST LOCATION PLAN
EDGEMONT RESERVOIR
WASHINGTON COUNTY
MARYLAND

Approximate Test Location

PROJECT NO: 03-13-0452

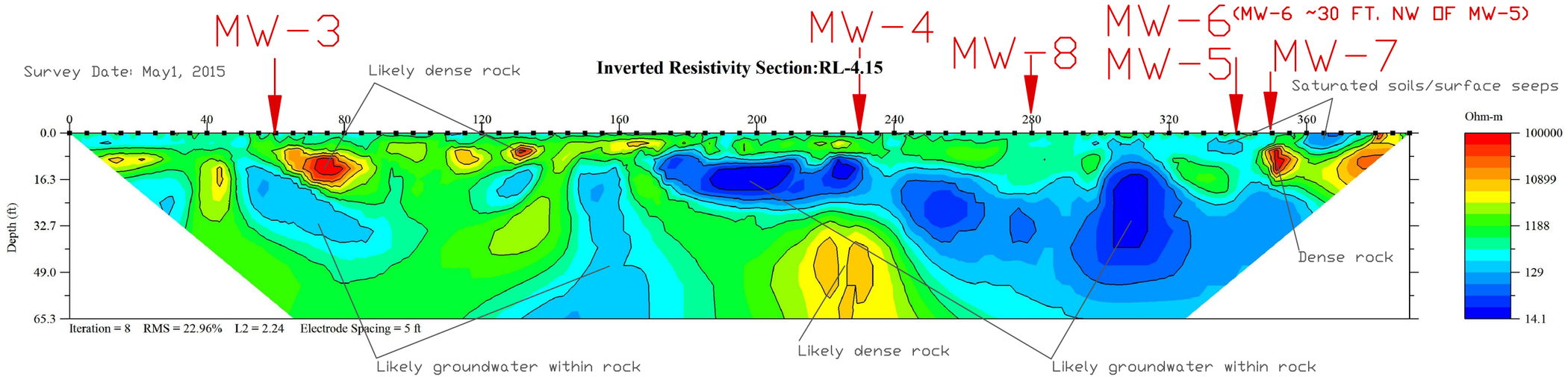
DRAWN BY:	CHECKED BY:
JRW	SJG
DATE: 6/30/15	SCALE: 1"=50'

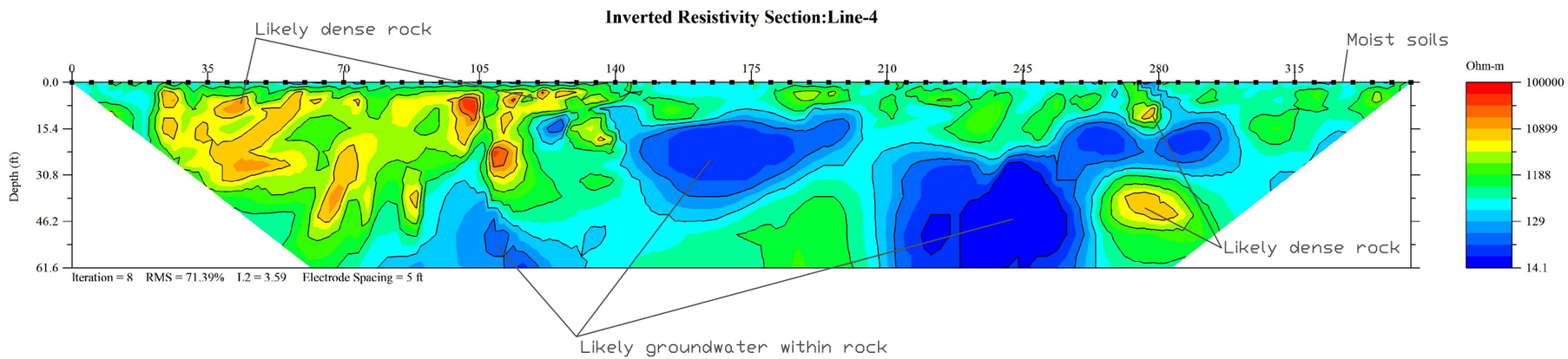
TRIAD ENGINEERING, INC.

1075-D SHERMAN AVENUE
HAGERSTOWN, MD 21740
PH: 301.797.6400 FAX: 301.797.2424

OFFICE LOCATIONS
MARYLAND ○ PENNSYLVANIA ○ VIRGINIA ○ WEST VIRGINIA

GENERAL NOTES: In summary, generally higher resistivity values are interpreted to represent non-porous, competent bedrock (red to yellow) while lower resistivity values (blue to green), are interpreted to represent moist or saturated soils and soil and/or water filled fractures.





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HAGERSTOWN, MD 21740
PH: 301.797.6400 FAX: 301.797.2424
OFFICE LOCATIONS
MARYLAND ○ PENNSYLVANIA ○ VIRGINIA ○ WEST VIRGINIA

Approximate Well Location

PROJECT NO: 03-13-0452 | CHECKED BY: BAR | SCALE: N/A

DRAWN BY: JRW | DATE: 12-17-15

ELECTRICAL RESITIVITY CROSS SECTION
EDGEMONT RESEVOIR
WASHINGTON COUNTY
MARYLAND

TRIAD ENGINEERING, INC.
www.triadeng.com

FIGURE : A-3

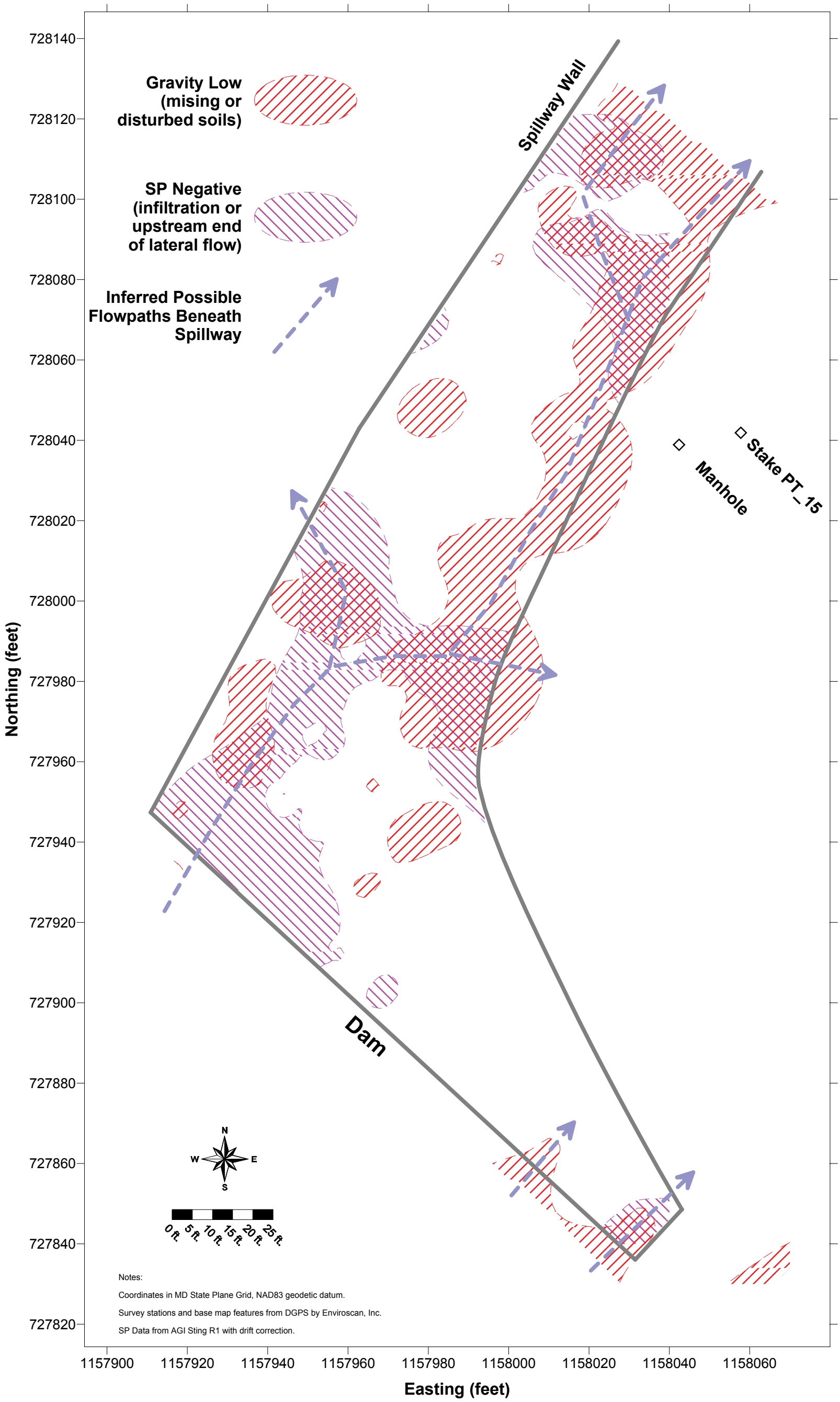


Figure 5

Gravity and SP Data Comparison

Spillway
Warner Gap Hollow Dam
Smithsburg, MD

Enviroscan, Inc.
Project No. 080635
Rev. 05/29/07

ENVIROSCAN, INC.

TRIAD ENGINEERING, INC.

APPENDIX B

Field Exploration

TRIAD ENGINEERING, INC.

KEY TO IDENTIFICATION OF SOIL AND WEATHERED ROCK SAMPLES

The material descriptions on the logs indicate the visual identification of the soil and rock recovered from the exploration and are based on the following criteria. Major soil components are designated by capital letters and minor components are described by terms indicating the percentage by weight of each component. Standard Penetration Testing (SPT) and sampling was conducted in accordance with ASTM D1586. N-values in blows per foot are used to describe the *relative density* of coarse-grained soils or the *consistency* of fine-grained soils.

The MAJOR components constitute more than 50% of the sample and have the following size designation.		The MINOR components have the following percentage designation.	
COMPONENT	**PARTICLE SIZE**	**ADJECTIVE**	**PERCENTAGE**
Boulders	12 inches plus		
Cobbles	3 to 12 inches	and	35 - 50
Gravel -coarse	¾ to 3 inches		
-fine	#4 to ¾ inches	some	20 - 35
Sand -coarse	#10 to #4		
-medium	#40 to #10	little	10 - 20
-fine	#200 to #40		
Silt or Clay	Minus #200 (fine-grained soil)	trace	0 - 10

Relative Density – Coarse-grained Soils		**Consistency – Fine-grained Soils**	
Term	***N-Value***	***Term***	***N-Value***
Very Loose	#4	Very Soft	#2
Loose	5 to 10	Soft	3 to 4
Medium Dense	11 to 30	Medium Stiff	5 to 8
Dense	31 to 50	Stiff	9 to 16
Very Dense	>50	Very Stiff	>16

Soil Plasticity	**Plasticity Index (PI)**	**Rock Hardness**	
None	Nonplastic	***Term***	***N-Value***
Low	1 to 5	Very Weathered	#50/.5
Medium	5 to 20	Weathered	50/.4
High	20 to 40	Soft	50/.3
Very High	over 40	Medium hard	50/.2 to 50/.1
Moisture Description		Hard	Auger Refusal
Dry - Dusty, dry to touch		**FIGURE NO. 1**	
Slightly Moist - damp			
Moist - no visible free water		TRIAD ENGINEERING, INC.	
Wet - visible free water, saturated			

BORING LOG

Project Number: **03-13-0452** Project Name: **Edgemont Reservoir** Boring No.: **MW-6**
Inspector: JRW Boring Location: See Figure A-2
Date Started: 5/22/15 Drill/Method: Truck/HSA
Date Completed: 5/22/15 Driller: NEGLEYS Ground Elev.:

Shelby Tube | Standard Split Spoon | Water Level Upon Completion 9.2 ft. | Core Sample | Auger Probe

Depth (feet)	Sample No.	Sample Type	Blow Counts	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
						0.4	5.0" TOPSOIL				
							Tan brown clayey **SILT**, medium stiff, trace gravel, moist				
	2	X	3-3-4	78%							
5.0						5.0	- RESIDUUM -				
	3	X	8-18-13	61%			Tan brown silty **GRAVEL**, dense, little sand, wet				
	4	X	10-13-14	89%			- medium dense, moist				
10.0	5	X	9-50/5"	100%			- very dense				
						11.0	- RESIDUUM -				
							REFUSAL AT 11.0 FEET				
15.0											
20.0											

TRIAD_C - REVISED 03-13-0452.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/29/15

TRIAD ENGINEERING, INC.
1075 D Sherman Avenue
Hagerstown, MD 21740
P: 301-797-6400
F: 301-797-2424

Remarks: Groundwater encountered at 9.2 feet upon completion of drilling.

BORING LOG

Sheet 1 of 1

Project Number: **03-13-0452** Project Name: **Edgemont Reservoir** Boring No.: **MW-7**
Inspector: JRW Boring Location: See Figure A-2
Date Started: 5/22/15 Drill/Method: Truck/HSA
Date Completed: 5/22/15 Driller: NEGLEYS Ground Elev.:

Shelby Tube | Standard Split Spoon | Core Sample | Auger Probe

Depth (feet)	Sample No.	Sample Type	Blow Counts	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
						0.2	2.0" TOPSOIL				
							Brown sandy **GRAVEL**, medium dense, dry				
	1		15-12-5	56%							
5.0											
	2		11-14-14	89%			- wet				
	3		11-16-27	56%			- dense				
10.0											
	4		17-50/5"				- very dense				
	5		50/3"	100%							
15.0						15.0	- RESIDUUM -				
							BORING TERMINATED AT 15.0 FEET				
20.0											

TRIAD_C - REVISED 03-13-0452.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/29/15

Remarks: Boring dry during and upon completion of drilling.

TRIAD ENGINEERING, INC.
1075 D Sherman Avenue
Hagerstown, MD 21740
P: 301-797-6400
F: 301-797-2424

BORING LOG

Sheet 1 of 1

Project Number: **03-13-0452** Project Name: **Edgemont Reservoir** Boring No.: **MW-8**
Inspector: JRW Boring Location: See Figure A-2
Date Started: 5/26/15 Drill/Method: Truck/HSA
Date Completed: 5/26/15 Driller: NEGLEYS Ground Elev.:

Shelby Tube | Standard Split Spoon | Core Sample | Auger Probe

Depth (feet)	Sample No.	Sample Type	Blow Counts	Recovery (%)	RQD (RUN)	Strata Depth (ft)	MATERIAL DESCRIPTION	RQD (Strata)	Water Level	Graphic Log	Strata Elevation
							Tan brown silty **SAND AND GRAVEL**, very dense, moist				
5.0	1		10-50/1"	43%							
	2		10-15-25	39%			- dense				
10.0	3		11-11-15	0%			- wet				
						13.5	- RESIDUUM -				
	4		16-17-36				Brown sandy **GRAVEL**, very dense, wet				
15.0						15.0	- RESIDUUM -				
							BORING TERMINATED AT 15.0 FEET				
20.0											

TRIAD_C - REVISED 03-13-0452.GPJ 03-11-0062 EMMITSBURG WWTP ENR UPGRADE.GPJ 6/29/15

TRIAD ENGINEERING, INC.
1075 D Sherman Avenue
Hagerstown, MD 21740
P: 301-797-6400
F: 301-797-2424

Remarks: Boring dry during and upon completion of drilling. Auger refusal at 5 feet, boring offset. Auger refusal at 6 feet, boring offset.

WILDCAT DYNAMIC CONE LOG

Triad Engineering, Inc.
1075D Sherman Avenue
Hagerstown, MD 21740

PROJECT NUMBER: 03-13-0452
DATE STARTED: 05-28-2015
DATE COMPLETED: 05-28-2015

HOLE #: WC-1
CREW: JRW/BAR
PROJECT: Edgemont Resevoir
ADDRESS: Warner Hollow Road
LOCATION: Wash. Co., MD

SURFACE ELEVATION: 26" Below Slab Sur.
WATER ON COMPLETION: 31" BSS
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	TESTED CONSISTENCY CLAY
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
-	50	222.0	•••••••

WILDCAT DYNAMIC CONE LOG

Triad Engineering, Inc.
1075D Sherman Avenue
Hagerstown, MD 21740

PROJECT NUMBER: 03-13-0452
DATE STARTED: 05-28-2015
DATE COMPLETED: 05-28-2015

HOLE #: WC-2
CREW: JRW/BAR
PROJECT: Edgemont Resevoir
ADDRESS: Warner Hollow Road
LOCATION: Wash. Co., MD

SURFACE ELEVATION: 16" Below Slab Sur.
WATER ON COMPLETION: dry
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	CLAY
-	50	222.0	••	-	VERY DENSE	HARD
-	50	222.0	••	-	VERY DENSE	HARD
- 1 ft						
-						
-						
- 2 ft						
-						
-						
- 3 ft						
- 1 m						
-						
- 4 ft						
-						
-						
- 5 ft						
-						
-						
- 6 ft						
-						
- 2 m						
- 7 ft						
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

WILDCAT DYNAMIC CONE LOG

Triad Engineering, Inc.
1075D Sherman Avenue
Hagerstown, MD 21740

PROJECT NUMBER: 03-13-0452
DATE STARTED: 05-28-2015
DATE COMPLETED: 05-28-2015

HOLE #: WC-3
CREW: JRW/BAR
PROJECT: Edgemont Resevoir
ADDRESS: Warner Hollow Road
LOCATION: Wash. Co., MD

SURFACE ELEVATION: 24" Below Slab Sur.
WATER ON COMPLETION: 35" BSS
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	TESTED CONSISTENCY CLAY
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
-	12	53.3	••••••••••••••	15	MEDIUM DENSE	STIFF
- 1 ft	25	111.0	••••••••••••••••••••••••••••••	-	DENSE	HARD
-	2	8.9	••	2	VERY LOOSE	SOFT
-	10	44.4	••••••••••••	12	MEDIUM DENSE	STIFF
- 2 ft	20	88.8	••••••••••••••••••••••••	25	MEDIUM DENSE	VERY STIFF
-	11	48.8	••••••••••••••	13	MEDIUM DENSE	STIFF
-	21	93.2	••••••••••••••••••••••••••	-	MEDIUM DENSE	VERY STIFF
- 3 ft	19	84.4	••••••••••••••••••••••	24	MEDIUM DENSE	VERY STIFF
- 1 m						
-						
- 4 ft						
-						
-						
- 5 ft						
-						
-						
- 6 ft						
-						
- 2 m						
- 7 ft						
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

TRIAD ENGINEERING, INC.

APPENDIX C

City of Hagerstown Information

Document Path: H:\watersewer\Matt Mohler\Water\Edgemont Reservoir\GIS\SpillwayWorksheet.mxd



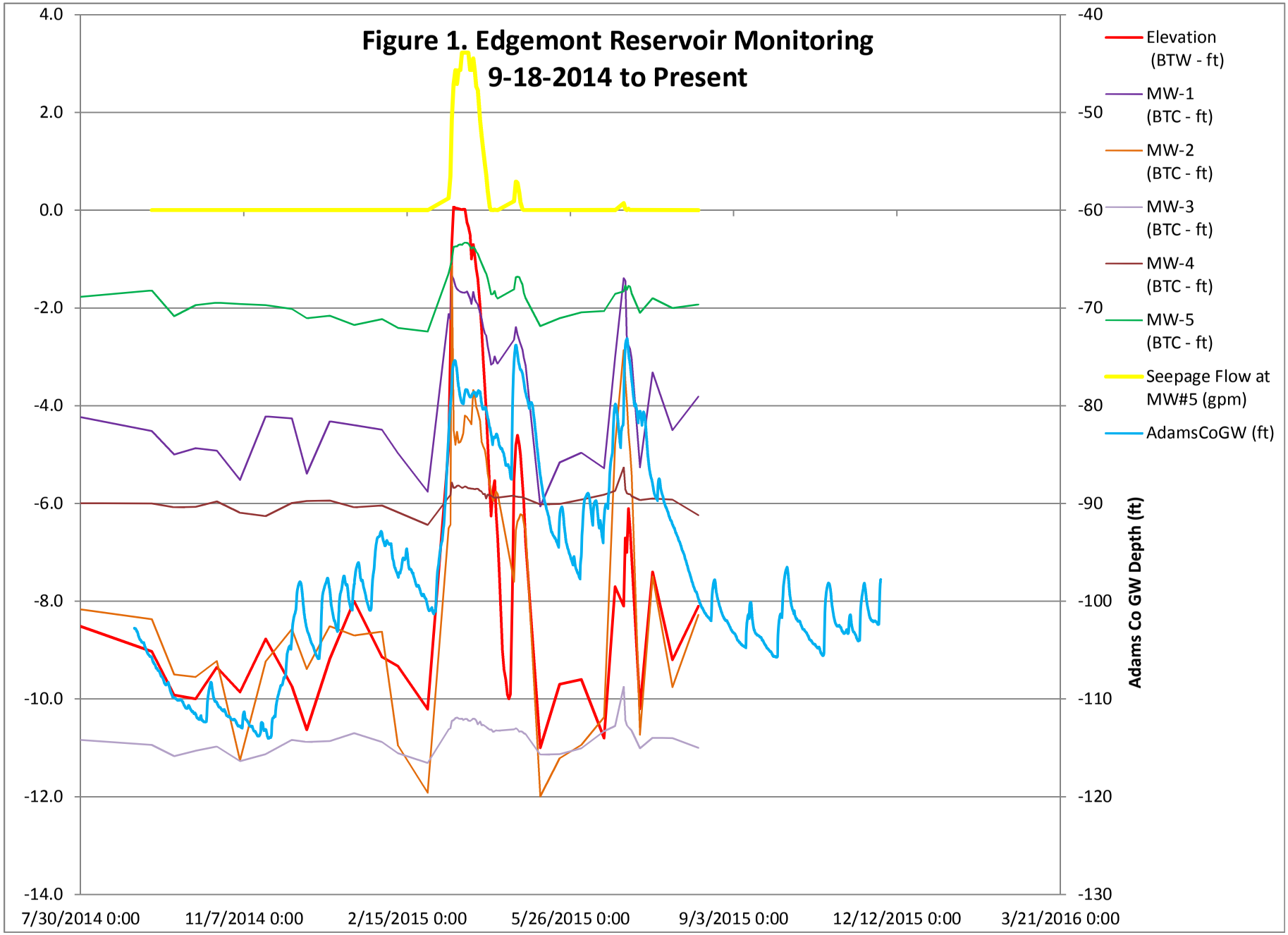
CITY OF HAGERSTOWN

UTILITIES DEPARTMENT

CITY OF HAGERSTOWN EDGEMONT RESERVOIR

SPILLWAY CORINGS

SCALE: 1 in = 20 ft	PROJECT NO: N/A
DRAWN BY: MJM	DWG NO: FIG 1
DATE: 9/15/2015	


Figure 1. Edgemont Reservoir Monitoring
9-18-2014 to Present
4.0
2.0
0.0
-2.0
-4.0
-6.0
-8.0
-10.0
-12.0
-14.0
-40
-50
-60
-70
-80
-90
-100
-110
-120
-130
7/30/2014 0:00
11/7/2014 0:00
2/15/2015 0:00
5/26/2015 0:00
9/3/2015 0:00
12/12/2015 0:00
3/21/2016 0:00
Adams Co GW Depth (ft)
Elevation (BTW - ft)
MW-1 (BTC - ft)
MW-2 (BTC - ft)
MW-3 (BTC - ft)
MW-4 (BTC - ft)
MW-5 (BTC - ft)
Seepage Flow at MW#5 (gpm)
AdamsCoGW (ft)

MDE

MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230
410-537-3000 • 1-800-633-6101 • www.mde.maryland.gov

Larry Hogan
Governor

Boyd Rutherford
Lieutenant Governor

Ben Grumbles
Secretary

July 22, 2015

Ms. Nancy Hausrath
Water Operations Manager
City of Hagerstown
51 West Memorial Blvd.
Hagerstown MD 21740

Re: Federal FY15/State FY17 Funding Application for Edgemont Reservoir Improvement Project Rank #36

Dear Ms.Hausrath:

Thank you for submitting the subject capital project for federal FY 2015/State FY 2017 financial assistance offered through the Maryland Water Quality Financing Administration (MWQFA). The purpose of this letter is to inform you that the project is considered ineligible for financial assistance from the Drinking Water Revolving Loan Fund under a provision of the Code of Federal Regulations Title 40: Protection of Environment Part 35 – State and Local Assistance, Subpart L – Drinking Water State Revolving Funds §35.3520:

> *...(e) Ineligible projects. The following projects are ineligible for assistance from the Fund:...(3) Reservoirs or rehabilitation of reservoirs, except for finished water reservoirs and those reservoirs that are part of the treatment process and are on the property where the treatment facility is located.*

Please contact me at (410) 537-3908 or elaine.dietz@maryland.gov if you have any questions regarding your project, the application review process, or financial assistance. Thank you again for your interest in funding from MWQFA.

Sincerely,

Elaine K. Dietz
Elaine K. Dietz, Chief
Capital Planning & Financing Division
Maryland Water Quality Financing Administration

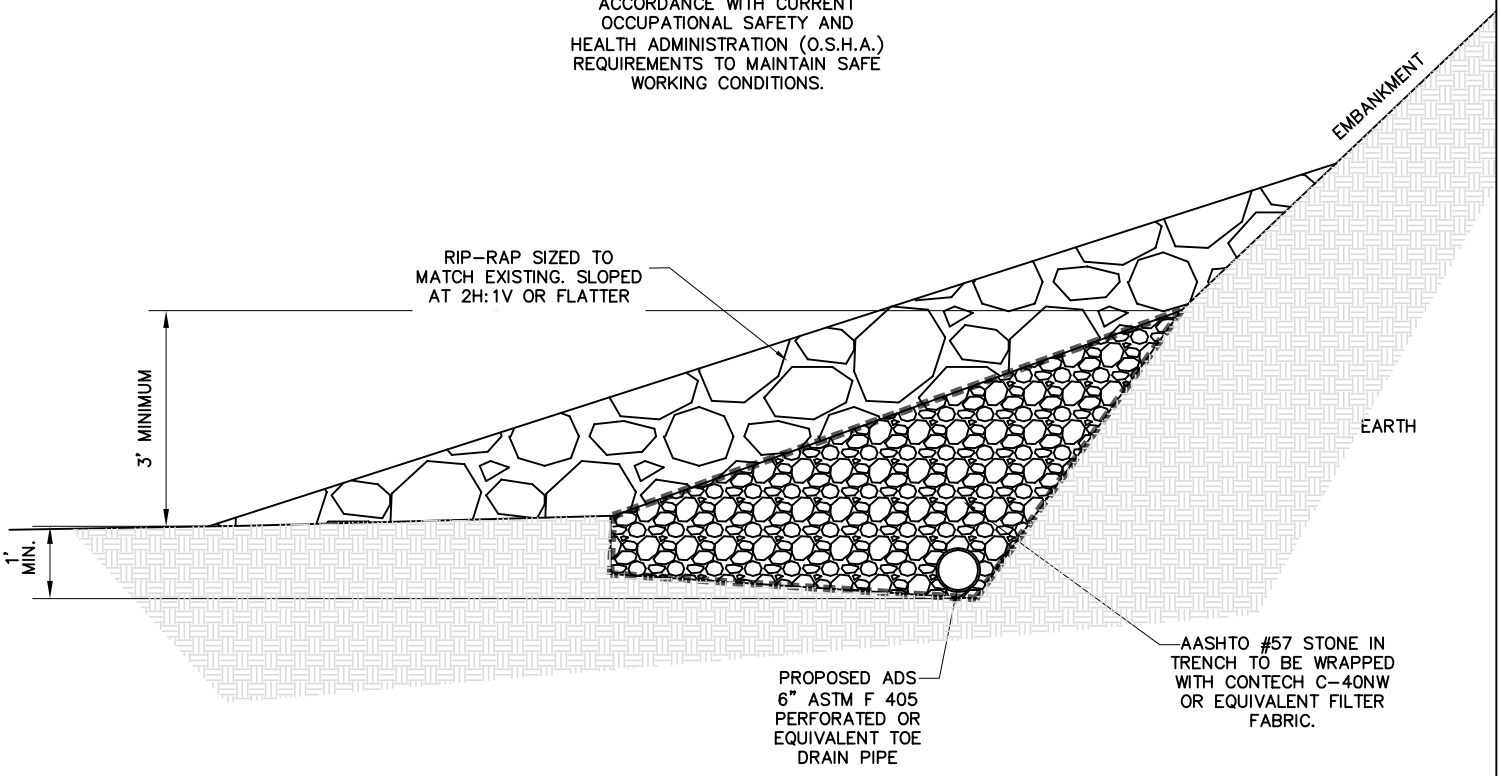
cc: Walid Saffouri, MDE OBIF
Saeid Kasraei, MDE WMA

TRIAD ENGINEERING, INC.

APPENDIX D

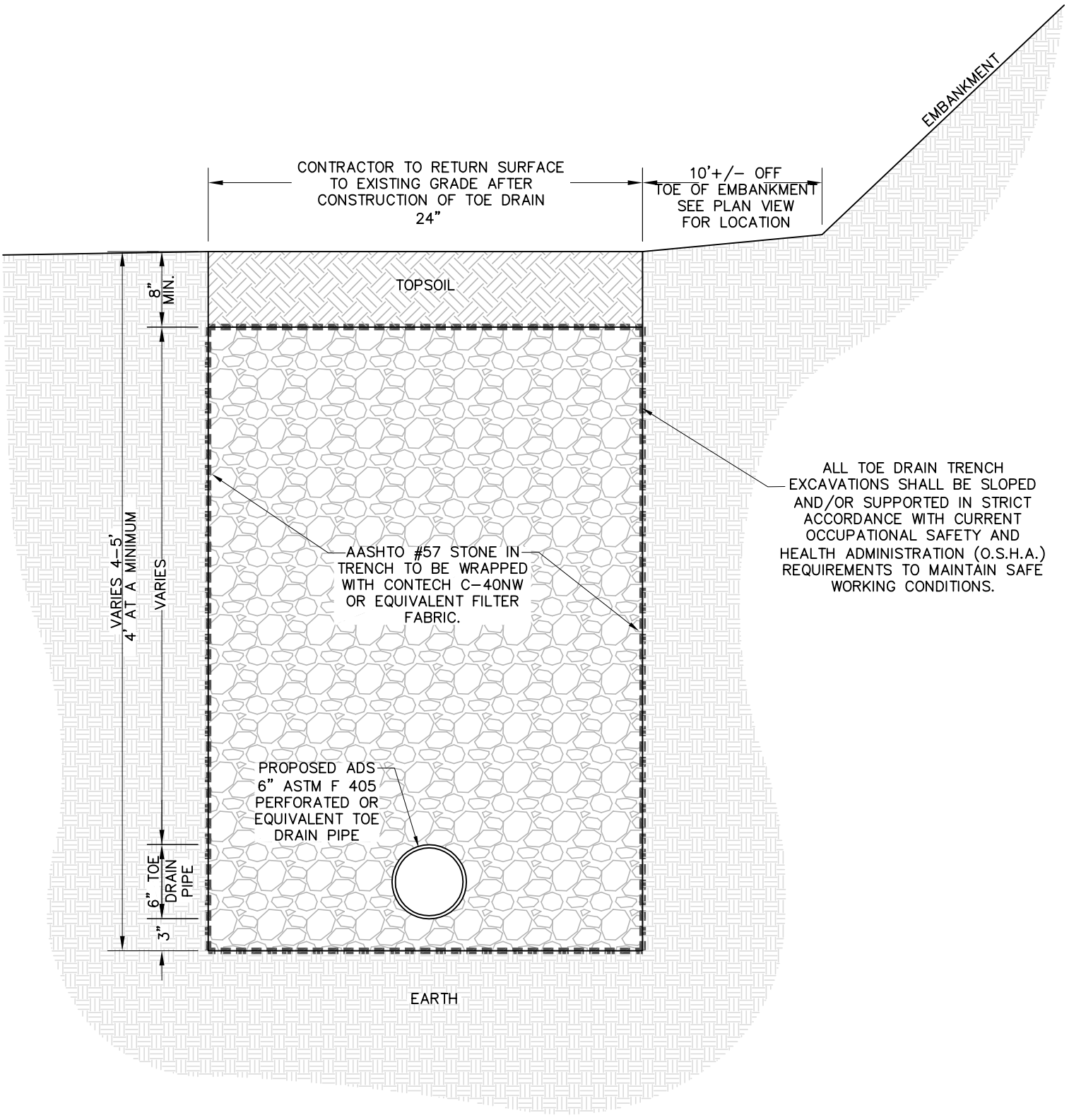
Blanket and Toe Drain

ALL TOE DRAIN TRENCH EXCAVATIONS SHALL BE SLOPED AND/OR SUPPORTED IN STRICT ACCORDANCE WITH CURRENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) REQUIREMENTS TO MAINTAIN SAFE WORKING CONDITIONS.



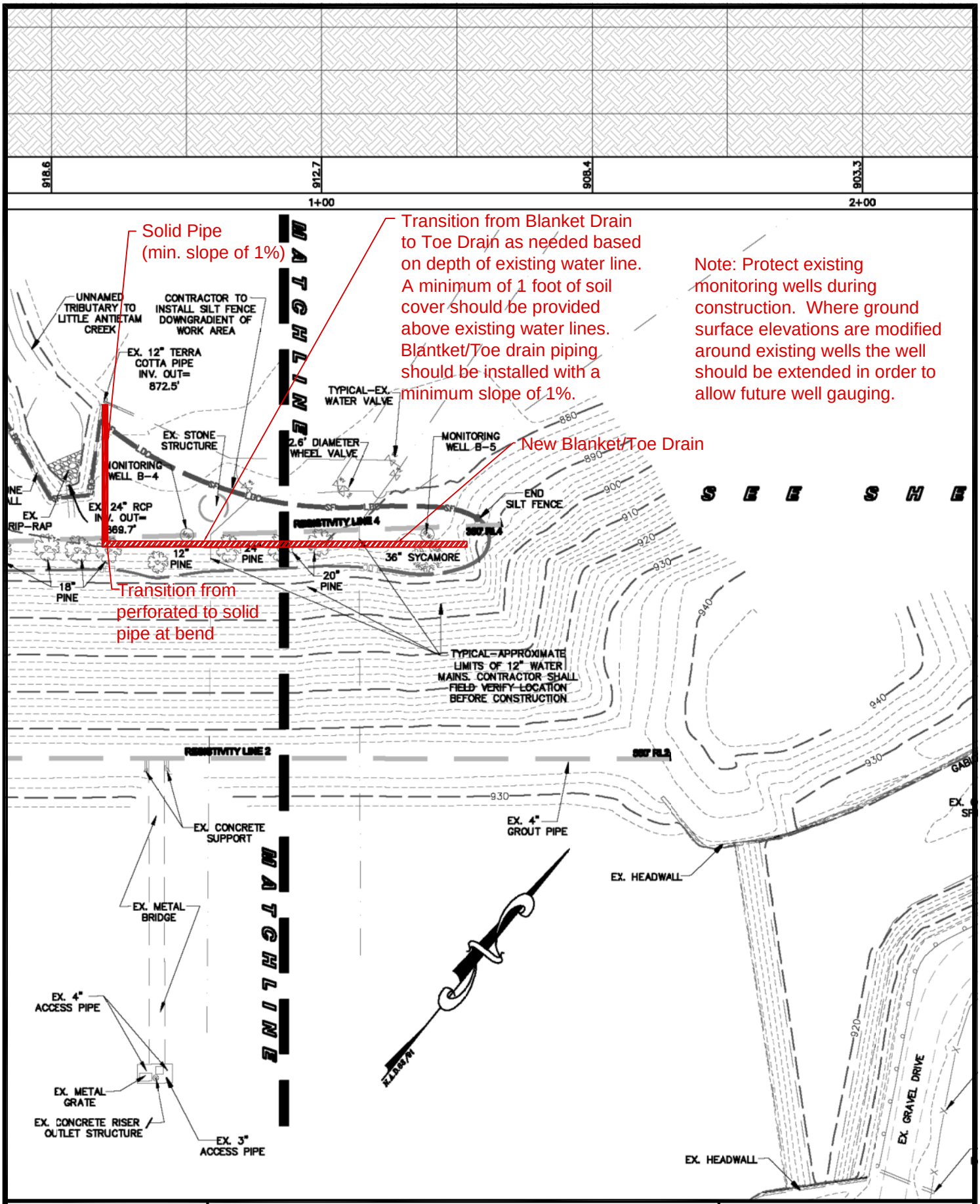
NOT TO SCALE

TYPICAL CROSS SECTION OF PROPOSED BLANKET DRAIN



NOT TO SCALE

TYPICAL CROSS SECTION OF PROPOSED TOE DRAIN



Aprx. Blanket/Toe Drain Location

Preliminary Location Plan

DRAWN BY:	CHECKED BY:
SJG	BAR
DATE: 10/14/15	SCALE: N/A

Edgemont Resevoir Blanket/Toe Drain Location
Washington County, MD

PROJECT NO: 03-06-0643

TRIAD ENGINEERING, INC.
www.triadeng.com
1075-D SHERMAN AVENUE
HAGERSTOWN, MD 21740

Hazen *Technical Memorandum*

December 31, 2019 - Draft

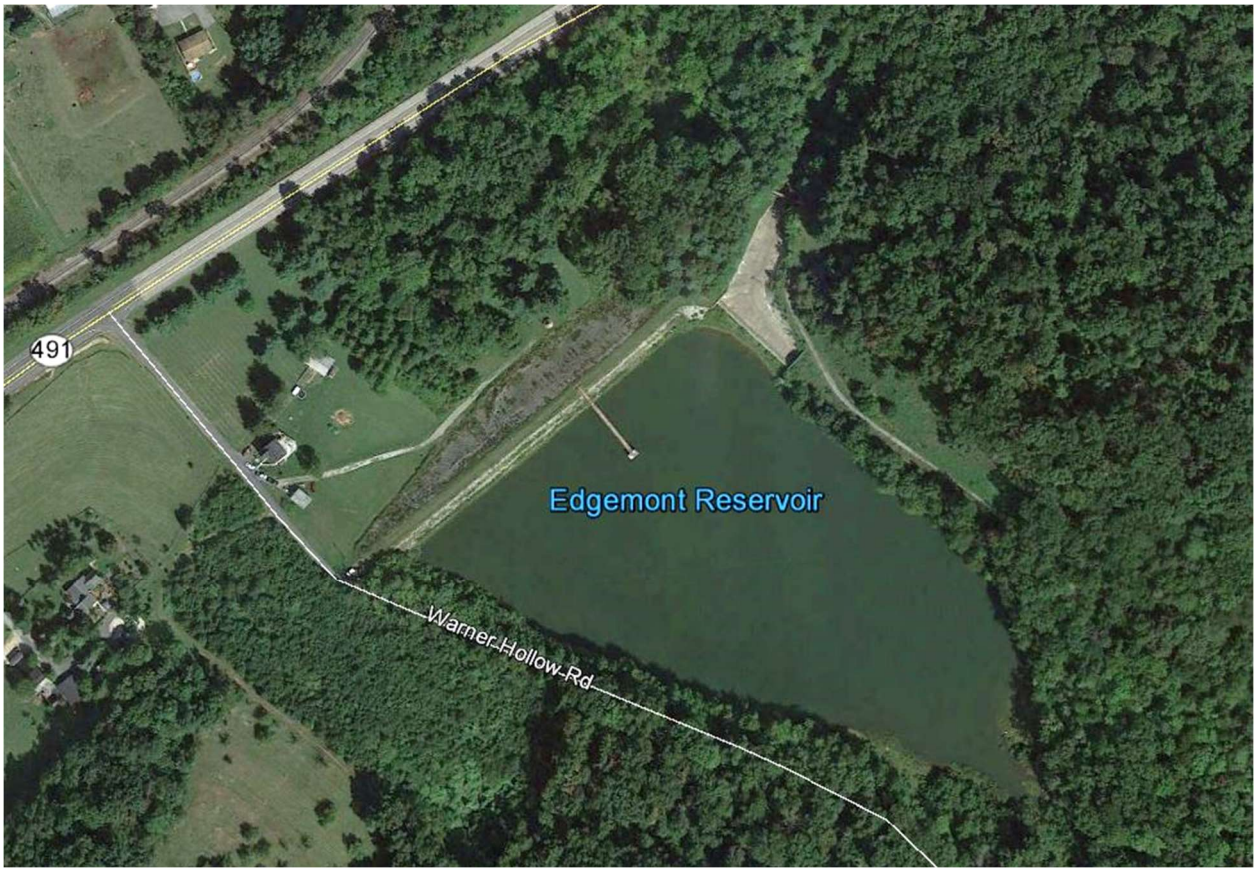
To: John Roche, PE
Maryland Department of the Environment
Dam Safety Program

From: Jeremy Hise, PE
Jeffery Powers, PE
Ann Nunnelley, EIT

cc: Nancy Hausrath, Director of Utilities
Bill Luhn, Water Operations Manager
City of Hagerstown

Edgemont Reservoir – Warner Gap Hollow Dam

Probable Maximum Precipitation Evaluation



30065-014

Background

As part of the Edgemont Reservoir Rehabilitation project Hazen and Sawyer (Hazen) developed a Design Storm Evaluation Report for submittal to the Maryland Department of the Environment (MDE). The dam is a Category I structure and is, therefore, required by The Code of Maryland Regulations (COMAR) to safely pass the Probable Maximum Precipitation (PMP). It was determined from this evaluation that the storm capable of producing the largest inflow to the reservoir is the 72-hour duration PMP developed using *Hydrometeorological Report No. 51, Probable Maximum Precipitation Estimates - United States East of the 105th Meridian* (HMR-51) and *Hydrometeorological Report No. 52, Application of Probable Maximum Precipitation Estimates – United States East of the 105th Meridian* (HMR-52).

The Design Storm Evaluation Report also included a preliminary analysis of the dam's hydraulic capacity, which concluded that the existing spillway cannot safely pass the PMP. As a result, Hazen recommended that the existing spillway be replaced with a higher capacity spillway to improve the safety of the structure and bring it into compliance with MDE requirements. A preliminary spillway design was presented to the City of Hagerstown (City) in March 2019 for review. Given the magnitude of rehabilitation necessary to pass the PMP and potential increases in construction costs, the City requested a meeting with MDE Dam Safety to discuss design constraints.

The MDE Dam Safety meeting took place on April 19, 2019, and several options were discussed regarding how to bring the structure into compliance. It was decided that the 6-hour duration PMP, as opposed to the 72-hour presented in the Design Storm Evaluation Report, is an appropriate design storm for the dam given the short time of concentration for the reservoir's drainage basin. It was also noted that additional PMP analyses based on the recent state-specific Virginia and Pennsylvania PMP studies may result in a sizeable reduction in the peak inflow of the design storm.

In response to the meeting with MDE Dam Safety, Hazen evaluated the 6-hour duration HMR-51/52 distribution PMP, the 6-hour TR-20/TR-60 distribution PMP, the updated Virginia PMP, and the recently-released Pennsylvania PMP for Edgemont Reservoir. This Technical Memorandum (TM) presents the findings of this PMP evaluation with an emphasis on the Virginia and Pennsylvania PMP studies and their applicability to the project site.

Virginia PMP Study Review

In 2014, Virginia passed legislation that authorized a new Virginia PMP Study to be completed by December 2015. In accordance with this regulation, a statewide PMP study was completed under the direction of the Virginia Soil and Water Conservation Board and a Technical Review Board of experts to provide advice and expertise throughout the development of the study. The final report was prepared by Applied Weather Associates, LLC (AWA), the Executive Summary of which is provided in the appendices of this TM.

Due to the nature of the drainage basins along the Virginia state borders, the PMP study incorporates areas extending into the surrounding states including a portion of central Maryland and southcentral Pennsylvania. **Figure 1** shows that the Edgemont Reservoir drainage basin falls well within the boundaries of the Virginia PMP study domain.

DRAFT

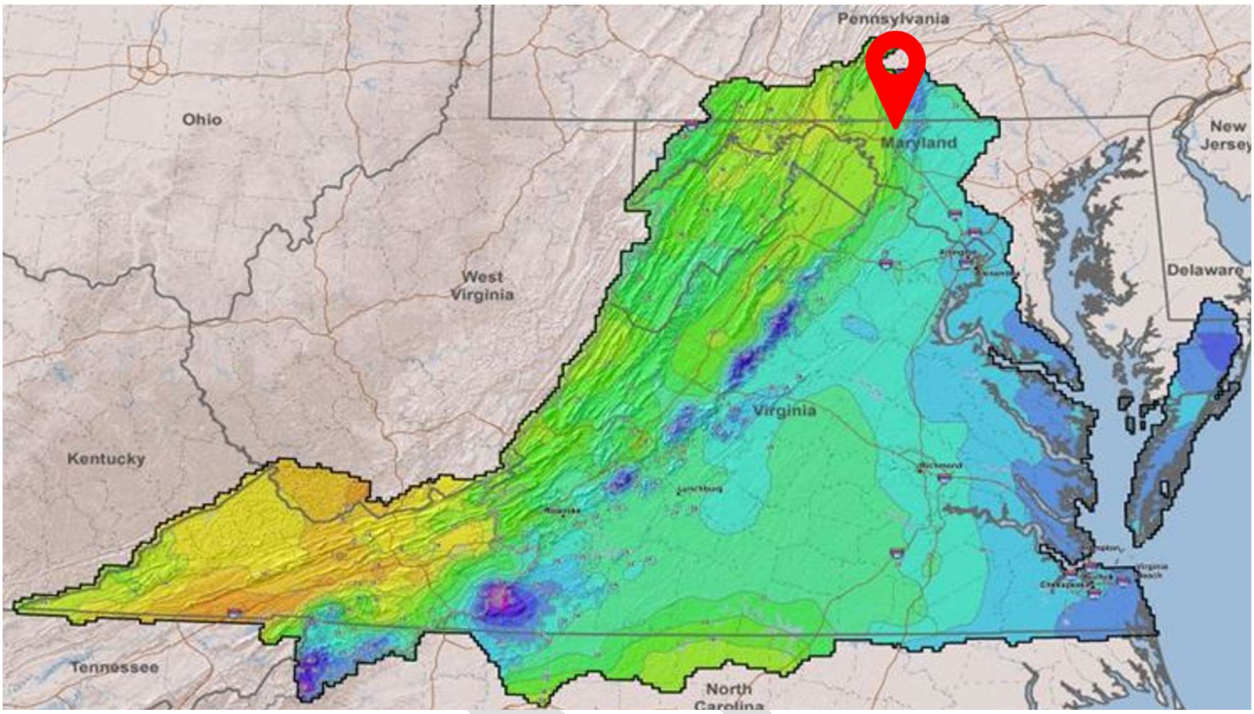


Figure 1: Virginia PMP Study Domain - Edgemont Reservoir Project Site Indicated

The Executive Summary of the Virginia PMP Study states:

> *The storm based approach identified extreme rainfall events that have occurred in regions considered transpoitionable [sic] to locations in Virginia. These are storms that had meteorological and topographical characteristics similar to extreme rainfall storms that could occur over any location within the project domain.*

As part of the Study, a PMP Evaluation Tool and Database were developed to aid in the implementation of the study for applicable projects across the state. The tool is a Python scripted model designed to be run with ArcGIS. PMP values are created by the tool for general, tropical, and local storm types at user-supplied durations. Additionally, a PMP Temporal Distribution Calculation Worksheet was released in October 2018 as a supplement to the tool.

Hazen ran the PMP Tool and completed the Temporal Distribution Calculation Worksheet for the Edgemont Reservoir drainage basin. The results showed that the rainfall depth and inflow volume from the 6-hour HMR-51/52 PMP are very similar to those of the 6-hour Virginia PMP (less than 2% variation). However, due to the differences in temporal precipitation distribution (see **Figure 3**), the Virginia PMP Study shows a reduction in peak inflow to the reservoir of approximately 35% versus the HMR-51/52 distribution and 25% versus the TR-20/TR-60 distribution. If applied, the updated PMP could represent a significant cost savings to the City due to reduction in required spillway capacity.

Pennsylvania PMP Study Review

In 2019, the Pennsylvania Division of Dam Safety published the *Probable Maximum Precipitation Study for Pennsylvania*. This study was also conducted by AWA, which is the same group that prepared the Virginia PMP Study. Similar to Virginia, the study provides gridded PMP values for any drainage basin within Pennsylvania, including regions adjacent to the state that drain into basins within Pennsylvania. The Edgemont Reservoir drainage basin is fully included in the Pennsylvania PMP Study domain (see **Figure 2**).



Figure 2: Pennsylvania PMP Study Domain - Edgemont Reservoir Project Site Indicated

An ArcGIS-compatible PMP Evaluation Tool and Database were also created to accompany the Pennsylvania PMP Study Report, as well as a PMP Distribution Spreadsheet. Hazen applied these tools to the Edgemont Reservoir drainage basin, and the results showed that the rainfall depth and inflow volume from the 6-hour Pennsylvania PMP are approximately 7.5% and 9% less than those of the 6-hour HMR-51/52 PMP, respectively. However, similar to the Virginia PMP, due to the difference in temporal distribution determined by the Pennsylvania PMP study, the peak inflow to the reservoir is approximately 30% less than that resulting from the HMR-51/52 distribution and 20% less than the inflow from the TR-20/TR-60 distribution.

Summary

It is clear from this analysis that temporal distribution of the PMP makes a significant impact on the peak inflow to Edgemont Reservoir. **Figure 3** provides a comparison of the four distributions that were studied in this analysis, which include those from HMR-51/52, TR-20/TR-60, the Virginia PMP Study, and the Pennsylvania PMP Study. Results of the state-specific analyses prepared by AWA reflect the most current practices used for defining PMP, including comprehensive storm analyses procedures, extensive use of geographical information systems (GIS), explicit quantification of orographic effects, updated maximum dew point climatologies for storm maximization and transposition, and an updated understanding of the weather and climate throughout the states. These processes combined with the ArcGIS-based PMP Evaluation Tools and Databases provided temporal distributions that are more specific to the Edgemont Reservoir drainage basin.

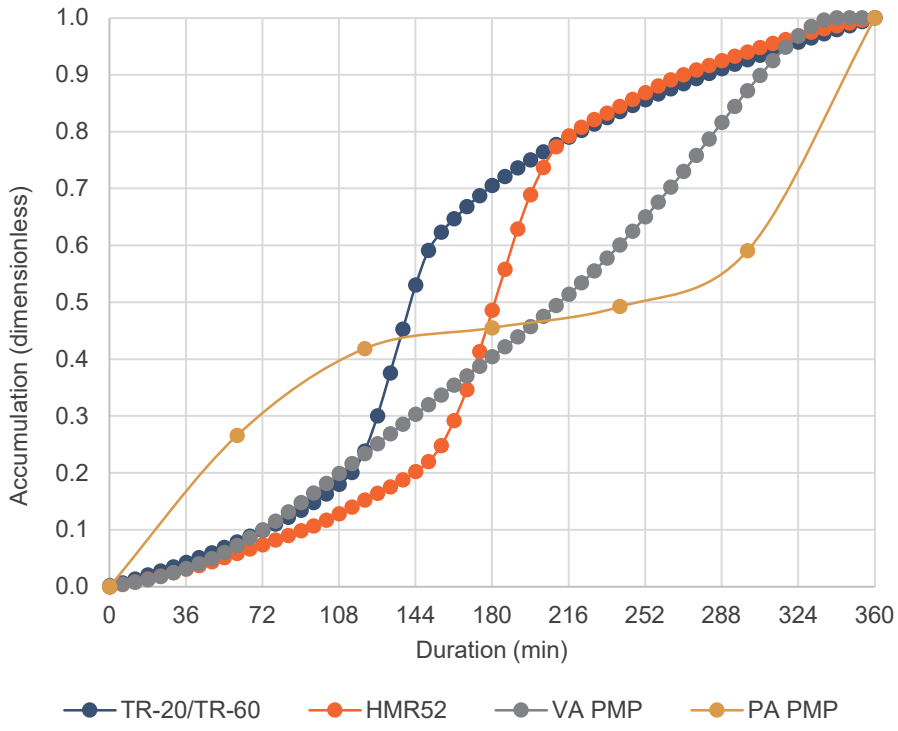


Figure 3: PMP Temporal Distribution Comparison

This graph also demonstrates that there are discrepancies between the results of the Virginia and Pennsylvania PMP Studies. The Virginia PMP Study was accepted in 2016, while the Pennsylvania PMP Study was published and accepted in 2019. Section 13.2 of the *Probable Maximum Precipitation Study for Pennsylvania* explicitly states that "Efforts have been made to be consistent with previous work. However, the PMP depths provided in this study should be considered more reliable in cases where differences occur." **Figure 4** below is taken from the Pennsylvania PMP Study and demonstrates discrepancies in precipitation depths between the Pennsylvania and Virginia PMP studies where the study domains overlap. Since there is a difference in the rainfall depth over the Edgemont Reservoir drainage basin, the Pennsylvania PMP results will supersede those of the Virginia PMP.

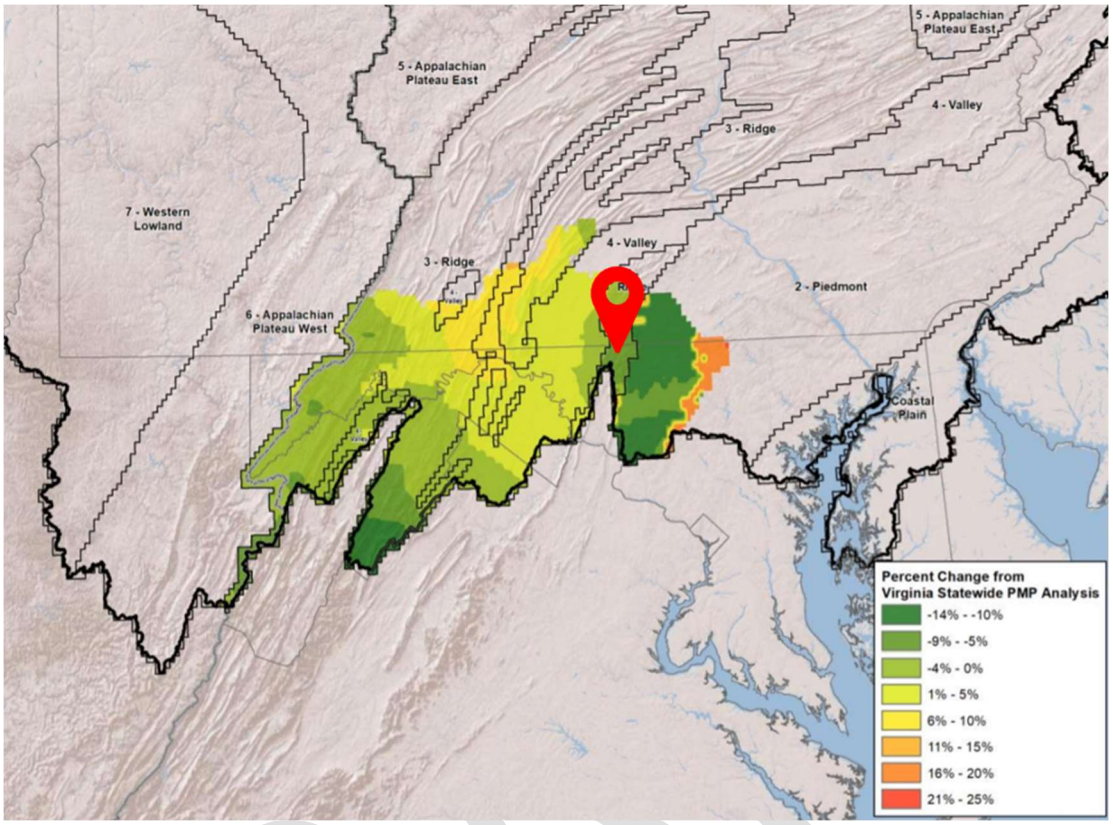


Figure 4: Percent Change in Combined Storm Type 100 Square Mile 6-hour PMP from Virginia and Pennsylvania Statewide PMP Analyses

A summary of the PMP Analysis results are presented in **Table 1**, and detailed information including the Virginia and Pennsylvania PMP calculation worksheets and the HEC-1 Outputs are provided in the appendices of this TM.

Table 1: PMP Analysis Summary

Distribution (100% PMP)	Duration	Rainfall Depth (in)	Peak Inflow (cfs)	Hydrograph Volume (1000 cf)
HMR-51/52	72-hour*	39.83	15,690	188,216
HMR-51/52	6-hour	27.07	14,618	119,781
TR-20/TR-60	6-hour	27.07	12,727	119,781
VA PMP Study	6-hour	26.62	9,571	117,398
PA PMP Study	6-hour	25.02	10,046	109,902

*Presented in Design Storm Evaluation Report

Closing

Hazen appreciates the opportunity to present the results of our Virginia and Pennsylvania PMP Evaluations to MDE Dam Safety. Each of these studies utilize a large set of storm data taking into account variations in topography, climate, and storm types and are intended to replace PMP values provided in HMR-52 for the

overall study domains. It is our assessment that, while both the Virginia and Pennsylvania PMP Studies are applicable to the Edgemont Reservoir project since its drainage basin falls within the PMP study domains, the Pennsylvania PMP results supersede previous studies and should be considered for the inflow design storm to Edgemont Reservoir. We look forward discussing these findings and continuing to collaborate on this important City of Hagerstown project.

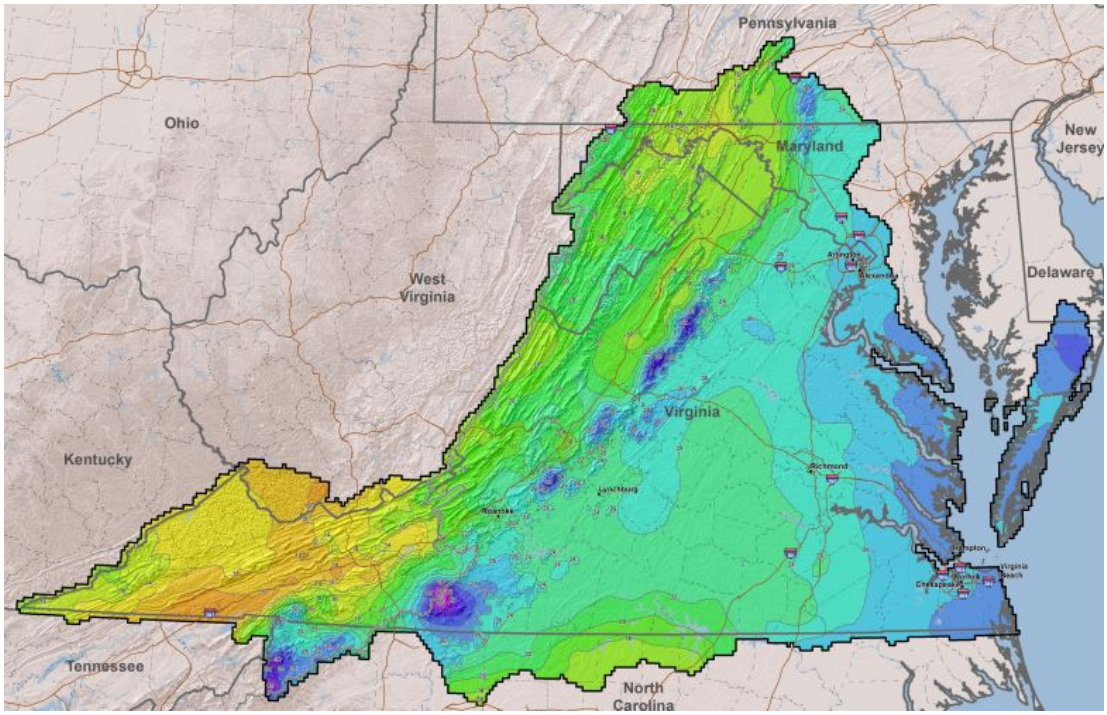
DRAFT

Appendices:

- Virginia PMP Study Executive Summary
- Virginia PMP Watershed Calculation Worksheet
- Virginia PMP Temporal Distribution Calculation Worksheet
- Pennsylvania PMP Study Executive Summary
- Pennsylvania PMP Evaluation GIS Tool Output
- PMP Distribution Analysis
- HEC-1 Model Output – 6-hour HMR-51/52 Distribution
- HEC-1 Model Output – 6-hour TR-20/TR-60 Distribution
- HEC-1 Model Output – 6-hour Virginia PMP Study Distribution
- HEC-1 Model Output – 6-hour Pennsylvania PMP Study Distribution

DRAFT

Probable Maximum Precipitation Study for Virginia



Prepared for

Virginia Department of Conservation and Recreation

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November 2015

Executive Summary

During the 2014 Virginia General Assembly Session, the legislature passed (House Bill 1006 and Senate Bill 582) and the Governor approved on April 1, 2014 (Chapters 475 and 489 of the 2014 Virginia Acts of Assembly), legislation that authorized a new Virginia Probable Maximum Precipitation Study to be completed by December 1, 2015. The legislation directed "*[t]hat the Department of Conservation and Recreation, on behalf of the Virginia Soil and Water Conservation Board, shall utilize a storm-based approach in order to derive the Probable Maximum Precipitation (PMP) for locations within or affecting the Commonwealth. The PMP revisions shall be based on accepted storm evaluation techniques and take into account such factors as basin characteristics that affect the occurrence and location of storms and precipitation, regional and basin terrain influences, available atmospheric moisture, and seasonality of storm types. The results shall be considered by the Virginia Soil and Water Conservation Board in its decision to authorize the use of the updated PMP values in Probable Maximum Flood calculations, thus replacing the current PMP values.*"

In accordance with this legislative direction, Applied Weather Associates (AWA), on behalf of the Virginia Soil and Water Conservation Board, completed a statewide Probable Maximum Precipitation (PMP) study for Virginia. A Technical Review Board of experts, with additional ad-hoc participation by cooperating state and federal agencies, was established by the Department to provide advice and expertise throughout the development of the study. The Technical Review Board met to review and discuss study progress and results in July and November of 2014 and April and October of 2015 and accepted AWA's estimates for probable maximum precipitation (PMP) for Virginia.

This study produced gridded PMP values for the project domain at a spatial resolution of approximately 2.5-square miles. Variations in topography, climate and storm types across the state were explicitly taken into account. A large set of storm data were analyzed for use in developing the PMP values. These values replace those provided in Hydrometeorological Reports (HMRs) 40, 51, 52, and 56 (1965, 1978, 1982, and 1986 respectively). The full PMP values for regions east of the Appalachian crest are valid from June through October. For areas west of the Appalachian crest, the seasonality is similar, except that 100% of PMP from the general storm type can occur from September 15 through May 15 and the local storm can occur as early as April 15. Results of this analysis reflects the most current practices used for defining PMP, including comprehensive storm analyses procedures, extensive use of geographical information systems (GIS), explicit quantification of orographic effects, updated maximum dew point climatologies for storm maximization and transposition, and an updated understanding of the weather and climate throughout the state.

The approach used in this study followed the same philosophy used in the numerous site-specific, statewide, and regional PMP studies that AWA has completed in the last fifteen years. This was the storm-based approach and it follows the same general procedures used by the National Weather Service (NWS) in the development of the HMRs. The World Meteorological

Organization (WMO) Manual on Estimation of PMP recommends this same approach. The storm based approach identified extreme rainfall events that have occurred in regions considered transpositionable to locations in Virginia. These are storms that had meteorological and topographical characteristics similar to extreme rainfall storms that could occur over any location within the project domain. Detailed storm analyses were completed for the largest of these rainfall events.

The data, assumptions, and analysis techniques used in this study have been reviewed and accepted by the Technical Review Board and the Virginia Department of Conservation and Recreation. Although this study produced deterministic values, it must be recognized that there is some subjectivity associated with the PMP development procedures. Examples of decisions where scientific judgment was involved include the determination of storm maximization factors and storm transposition limits. For areas where uncertainties in data analysis results were recognized, conservative assumptions were applied unless sufficient data existed to make a more informed decision. All data and information supporting decisions in the PMP development process have been documented so that results can be reproduced and verified.

Sixty-six rainfall events were identified as having similar characteristics to rainfall that could potentially control PMP values at various locations within the state. Several storm events had multiple Depth-Area-Duration (DAD) zones (also referred to as SPAS DAD zones) that were used in the PMP determination process. A total of 78 storm DAD centers were used in the development of PMP for the state. This includes 31 tropical storm rainfall centers, 25 general storm rainfall centers, and 23 local storm rainfall centers. Note, the storm centered near Big Meadows, VA during October 1942 exhibited characteristics of both local and general storm types and was therefore evaluated as part of both the general and local storm PMP determination process.

Seventy-eight individual storm centers were analyzed using the Storm Precipitation Analysis System (SPAS), which produced several standard products, including DAD values, storm center mass curves, and total storm isohyetal patterns. National Weather Service (NWS) Next Generation Weather Radar (NEXRAD) data were used in storm analyses when available (generally for storms which occurred after the mid-1990's).

Standard procedures were applied for in-place maximization and moisture transposition adjustments (e.g. HMR 51 Section 2.3 and Section 2.4). New techniques and new datasets were used in other procedures to increase accuracy and reliability when justified by utilizing advancements in technology and meteorological understanding, while adhering to the basic approach used in the HMRs and in the WMO Manual. Updated precipitation frequency analyses data available from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 were used for this study. These were used to calculate the Orographic Transposition Factors (OTFs) for each storm. The OTF procedure provided explicit evaluations of the effects of terrain on rainfall and corrected for the lack of analysis in the "stippled' region of HMR 51. The OTF procedure, through its correlation process, provided quantifiable and reproducible analyses of the effects of terrain on rainfall. Results of these three factors (in-place maximization, moisture transposition, and orographic transposition) were applied for each storm at each of the grid points for each of the area sizes and durations used in this study to define the PMP values.

Maximization factors were computed for each of the analyzed storm events using updated dew point and sea surface temperature climatologies representing the maximum moisture equivalent to the 100-year recurrence interval for dew points or +2 sigma for sea surface temperatures that could have been associated with each rainfall event. The dew point climatology included the maximum average 6-, 12-, and 24-hour 100-year return frequency values, while the SST climatology provided the +2 sigma values. The most appropriate duration consistent with the duration of the storm rainfall was used. HYSPLIT model trajectories and NWS weather maps were used as guidance in identifying the storm representative moisture source region.

To store, analyze, and produce results from the large datasets developed in the study, the PMP calculation information was stored and analyzed in individual Excel spreadsheets and a GIS database. This combination of Excel and GIS was used to query, calculate, and derive PMP values for each grid point for each duration for each storm type. The database allowed PMP to be calculated at any area size and/or duration available in the underlying SPAS data.

When compared to previous PMP values provided in HMRs 40, 51, 52, and 56, the updated values from this study resulted in a wide range of reductions at most area sizes and durations, with some regions recognizing minor localized increases. PMP values are highest near the coast and along the Blue Ridge. These regions have exhibited past extreme rainfall accumulations that are the result of both moisture availability and topographic enhancement. Regions along and near the coast are also affected by coastal convergence processes which act to enhance lift and provide an additional mechanism for enhanced rainfall production versus other locations in the study domain. Minimum values are seen in the most protected interior valleys and in the transition region of the Piedmont between the coast to the Blue Ridge. This is expected because of the lack of decrease in moisture and reduced or negative orographic effects relative to other regions.

Commonwealth-wide it was found that on average, PMP values for local storms showed a 16% reduction at 6-hour 10-square miles and a 21% reduction at 12-hour 10-square miles. For the longer durations, larger area sizes, Commonwealth-wide reductions were 30% at 24-hour 200-square miles and 1000-square miles, and 25% at 72-hours 200-square miles and 1000-square miles. Tables E.1-E.3 provide the average percent difference (negative is a reduction) from HMR 51 across each of the transposition regions analyzed. After adoption of the study by the Virginia Soil and Water Conservation Board, and upon the effective date of associated regulations, impounding structure owners will have the opportunity to utilize this new data to review their spillway design capacity needs and determine rehabilitation requirements for their structures.

Table E.1 Local storm PMP percent difference from HMR 51 PMP at 6-hour and 12-hour 10-square miles. Grayed out rows represent regions where either tropical or general storm PMP values were controlling.

Local Storm 10 Sq Mi Average PMP						
Transposition Zone	HMR 51 6hr	PMP 6hr	Change 6hr	HMR 51 12hr	PMP 12hr	Change 12hr
1 - Interior Valley	27.6	19.7	-28.7%	32.2	21.2	-34.3%
2 - Cumberland Plateau	28.7	19.2	-33.2%	33.8	21.5	-36.6%
3 - Great Valley	28.9	17.1	-40.7%	34.1	19.2	-43.9%
4 - Blue Ridge West	28.9	19.7	-31.8%	34.1	22.1	-35.5%
5 - Blue Ridge East	27.8	19.8	-28.8%	32.5	21.3	-34.5%
6 - Piedmont	28.5	26.1	-8.5%	33.7	29.0	-13.9%
7 - Coastal Plain	28.6	29.6	3.7%	33.8	33.1	-2.1%
Statewide Domain	28.4	23.8	-16.2%	33.4	26.3	-21.4%

Table E.2 Tropical storm PMP percent difference from HMR 51 PMP at 24-hour and 72-hour 200- and 1000-square miles. Grayed out rows represent regions where either tropical or general storm PMP values were controlling.

Tropical Storm 200 Sq Mi Average PMP						
Transposition Zone	HMR 51 24hr	PMP 24hr	Change 24hr	HMR 51 72hr	PMP 72hr	Change 72hr
1 - Interior Valley	26.5	16.7	-37.1%	31.5	19.3	-38.8%
2 - Cumberland Plateau	27.4	12.3	-54.9%	33.1	16.0	-51.7%
3 - Great Valley	27.8	10.8	-61.1%	33.6	14.0	-58.4%
4 - Blue Ridge West	28.1	19.2	-31.9%	33.8	21.0	-38.2%
5 - Blue Ridge East	26.7	20.0	-25.0%	31.7	22.1	-30.4%
6 - Piedmont	28.4	20.3	-28.5%	33.8	25.9	-23.3%
7 - Coastal Plain	29.3	22.9	-21.6%	34.7	29.1	-16.1%
Statewide Domain	28.0	19.5	-30.3%	33.3	23.8	-28.7%

Tropical Storm 1000 Sq Mi Average PMP						
Transposition Zone	HMR 51 24hr	PMP 24hr	Change 24hr	HMR 51 72hr	PMP 72hr	Change 72hr
1 - Interior Valley	21.2	12.0	-43.5%	25.0	14.8	-41.1%
2 - Cumberland Plateau	22.2	10.8	-51.2%	26.5	14.3	-46.0%
3 - Great Valley	22.8	9.5	-58.1%	27.1	12.5	-53.8%
4 - Blue Ridge West	23.1	13.9	-40.1%	27.3	18.0	-34.4%
5 - Blue Ridge East	21.3	14.5	-32.2%	25.2	18.3	-27.8%
6 - Piedmont	23.4	17.5	-24.7%	27.5	23.1	-15.5%
7 - Coastal Plain	24.3	19.7	-18.6%	28.6	26.1	-8.6%
Statewide Domain	22.9	15.9	-30.5%	27.0	20.8	-23.3%

Table E.3 General storm PMP percent difference from HMR 51 PMP at 24-hour and 72-hour 200- and 1000-square miles. Grayed out rows represent regions where either tropical or general storm PMP values were controlling.

General Storm 200 Sq Mi Average PMP						
Transposition Zone	HMR 51 24hr	PMP 24hr	Change 24hr	HMR 51 72hr	PMP 72hr	Change 72hr
1 - Interior Valley	26.5	14.3	-46.1%	31.5	14.9	-52.6%
2 - Cumberland Plateau	27.4	16.0	-41.5%	33.1	17.9	-46.0%
3 - Great Valley	27.8	13.7	-50.6%	33.6	16.1	-52.2%
4 - Blue Ridge West	28.1	16.2	-42.4%	33.8	18.9	-44.3%
5 - Blue Ridge East	26.7	14.9	-44.0%	31.7	15.8	-50.2%
6 - Piedmont	28.4	17.9	-37.0%	33.8	19.3	-42.8%
7 - Coastal Plain	29.3	17.6	-39.9%	34.7	21.3	-38.7%
Statewide Domain	**28.0**	**16.6**	**-40.9%**	**33.3**	**18.4**	**-44.9%**

General Storm 1000 Sq Mi Average PMP						
Transposition Zone	HMR 51 24hr	PMP 24hr	Change 24hr	HMR 51 72hr	PMP 72hr	Change 72hr
1 - Interior Valley	21.2	12.5	-41.1%	25.0	14.2	-43.2%
2 - Cumberland Plateau	22.2	13.3	-40.0%	26.5	14.9	-44.0%
3 - Great Valley	22.8	11.4	-50.0%	27.1	14.3	-47.1%
4 - Blue Ridge West	23.1	13.7	-40.9%	27.3	17.4	-36.8%
5 - Blue Ridge East	21.3	13.1	-38.9%	25.2	14.9	-41.0%
6 - Piedmont	23.4	15.6	-32.9%	27.5	17.8	-35.1%
7 - Coastal Plain	24.3	15.7	-35.3%	28.6	18.3	-35.9%
Statewide Domain	**22.9**	**14.4**	**-36.9%**	**27.0**	**16.7**	**-38.2%**

Note : This sheet should be used in consultation with the *Guidance Document on New Probable Maximum Precipitation (PMP) Implementation* (March 23, 2016) and the *Certification Form: Review of New Probable Maximum Precipitation Values (Effective March 23, 2016) Using the PMP Evaluation Tool* .

Virginia 2015 PMP Watershed Calculation Worksheet (SEPTEMBER 2016 version)

Dam: Edgemont Reservoir Dam (NID MD00006)
Company: Hazen and Sawyer
Engineer: Ann Nunnelley, EIT

Date: 4/23/2019

NOTES

A. PLEASE ENSURE ALL RELEVANT SECTIONS ARE FILLED OUT (PLEASE SCROLL DOWN THROUGH ENTIRE WORKSHEET)
B. PLEASE ENSURE CELLS WITH EMBEDDED CALCULATIONS (CELLS WITH NO BLUE COLOR) ARE REFERENCING THE CORRECT NUMBERS. WHEN ADDING OR DELETING ROWS FOR GRID POINTS, CELLS WITH EMBEDDED CALCULATIONS MAY BE REFERENCING THE WRONG INFORMATION. PLEASE CHECK CALCULATION CELLS!
C. PLEASE ENSURE THAT ALL SUPPORTING DOCUMENTATION AND CALCULATIONS REQUIRED FOR THIS SUMMARY SHEET ARE INCLUDED IN SUBMITTAL (ESPECIALLY INFORMATION FOR SDF CALCULATIONS IN SECTIONS E AND F).

Example Cell	**Cells Requiring User Input are Highlighted in Blue**

Calculation Section A - Drainage Area to Dam

Information obtained from GIS shapefile / watershed boundary analysis or previously completed Dam Failure Analysis

Drainage Area	1504.06	2.350
	Acres	Sq. Miles

Calculation Section B - Original HMR 51/52 Values

Information obtained from previously computed HMR 51/52 program (previously completed Dam Failure Analysis)

6-hr HMR 51/52 PMP Value	27.1	in / 6-hr
12-hr HMR 51/52 PMP Value	31.3	in / 12-hr
24-hr HMR 51/52 PMP Value	34.8	in / 24-hr

Calculation Section C - New 2015 PMP Values

Information obtained from new 2015 PMP GIS Evaluation Tool (see the PMP section of the DCR Dam Safety website for more details)

General Storm Events

Grid Pts	Point X	Point Y	Zone	6 Hr. PMP	12 Hr. PMP	24 Hr. PMP	Controlling 6 Hr. Storm	Controlling 12 Hr. Storm	Controlling 24 Hr. Storm
1	-77.55	39.625	5	16.0	18.6	20.0	SPAS_1339_1	SPAS_1339_1	SPAS_1201_1
2	-77.525	39.625	5	16.0	18.6	20.6	SPAS_1339_1	SPAS_1339_1	SPAS_1201_1
3	-77.55	39.65	5	16.0	18.6	19.9	SPAS_1339_1	SPAS_1339_1	SPAS_1201_1
4	-77.525	39.65	5	16.0	18.6	20.6	SPAS_1339_1	SPAS_1339_1	SPAS_1201_1
5	-77.55	39.675	5	15.9	18.4	19.5	SPAS_1339_1	SPAS_1339_1	SPAS_1201_1

Average PMP Values:	15.9800	18.5600	20.1200

Local Storm Events

Grid Pts	Point X	Point Y	Zone	6 Hr. PMP	12 Hr. PMP	24 Hr. PMP	Controlling 6 Hr. Storm	Controlling 12 Hr. Storm	Controlling 24 Hr. Storm
1	-77.55	39.625	5	26.5	28.9	29.9	SPAS_1406_1	SPAS_1406_1	SPAS_1406_1
2	-77.525	39.625	5	27.5	29.9	30.9	SPAS_1406_1	SPAS_1406_1	SPAS_1406_1
3	-77.55	39.65	5	26.2	28.5	29.5	SPAS_1406_1	SPAS_1406_1	SPAS_1406_1
4	-77.525	39.65	5	27.3	29.7	30.7	SPAS_1406_1	SPAS_1406_1	SPAS_1406_1
5	-77.55	39.675	5	25.6	27.8	28.8	SPAS_1406_1	SPAS_1406_1	SPAS_1406_1

Average PMP Values:	26.6200	28.9600	29.9600

Tropical Storm Events

Grid Pts	Point X	Point Y	Zone	6 Hr. PMP	12 Hr. PMP	24 Hr. PMP	Controlling 6 Hr. Storm	Controlling 12 Hr. Storm	Controlling 24 Hr. Storm
1	-77.55	39.625	5	20.00	30.7	30.7	SPAS_1491_1	SPAS_1491_1	SPAS_1491_1
2	-77.525	39.625	5	20.7	31.7	31.7	SPAS_1491_1	SPAS_1491_1	SPAS_1491_1
3	-77.55	39.65	5	19.9	30.5	30.5	SPAS_1491_1	SPAS_1491_1	SPAS_1491_1
4	-77.525	39.65	5	20.7	31.7	31.7	SPAS_1491_1	SPAS_1491_1	SPAS_1491_1
5	-77.55	39.675	5	19.5	29.9	29.9	SPAS_1491_1	SPAS_1491_1	SPAS_1491_1

Average PMP Values:	20.1600	30.9000	30.9000

Governing PMP Values from Storm Events

	6 Hr. PMP	12 Hr. PMP	24 Hr. PMP
Governing PMP Values for Watershed	**26.6200**	**30.9000**	**30.9000**

Calculation Section D - Comparison Calculations - Original HMR 51/52 Values vs. New 2015 PMP Values

Information for these calculations obtained from data provided in this spreadsheet. Section provides comparison between HMR 51/52 rainfall values and new 2015 PMP rainfall values. Please review options presented below and DCR Dam Safety PMP Guidance Documentation to determine if SDF calculations are required (next section).

Storm Duration, hrs.	HMR 51/52 Value, in/hr	Governing 2015 PMP Value, in/hr	Comparison	Percent Difference, %
6	27.068	26.6	**-0.45**	-1.66%
12	31.307	30.9	**-0.41**	-1.30%
24	34.791	30.9	**-3.89**	-11.18%

Section Completion Options

Option A - The Dam in question has no previously completed (or approved) Inundation Study and will only be utilizing the Governing 2015 PMP values for the new Dam Failure Analysis. Calculation Section E and Calculation Section F are not required as the SDF for the Dam in question will be calculated from the new Dam Failure Analysis. This option only applies to Dams with no previously completed (or approved) Inundation Study on file with DCR Dam Safety.

Option B - All three of the new Governing 2015 PMP values decreased when compared to the previously completed HMR 51/52 values (negative values for all three storm durations in the comparison column above). At this time, revisions to the existing Inundation Maps / EAPs for the Dam in question are optional and not generally required [Please refer to the *Guidance Document on New Probable Maximum Precipitation (PMP) Implementation* for further details, restrictions, and exceptions]. Please fill out information below in Calculation Section E Only. Calculation Section F is not required for this option.

Option C - One or two of the new Governing 2015 PMP values increased when compared to the previously completed HMR 51/52 values (positive values for one or two storm durations in the comparison column above). At this time, revisions to the existing Inundation Maps / EAPs for the Dam in question may be required depending on further analysis of the Dam in question [Please refer to the *Guidance Document on New Probable Maximum Precipitation (PMP) Implementation* for further details, restrictions, and exceptions]. Please fill out information below in Calculation Section E and Calculation Section F as both are required. It must be determined if either of these new increased PMP values have become the controlling storm for the basin in question.

Option D - All of the new Governing 2015 PMP values increased when compared to the previously completed HMR 51/52 values (positive values for all three storm durations in the comparison column above). At this time revisions to the existing Inundation Maps / EAP's for the Dam in question will be required for the Dam in question [Please refer to the *Guidance Document on New Probable Maximum Precipitation (PMP) Implementation* for further details, restrictions, and exceptions]. Please fill out information below in Calculation Section E and Calculation Section F as both are required.

Calculation Section E - Current Flow and SDF for Dam in Question

Information for this calculation section obtained from previously completed Dam Failure Analysis hydrology calculations (HEC-1 or HEC-HMS). Section provides existing controlling storm for Dam in question, existing controlling flow (flow to Dam) from controlling storm for Dam in question, flow existing Dam in question can pass without overtopping, storm event (SDF) existing Dam in question can pass without overtopping, and storm event (SDF) existing Dam in question must pass per Regulations.

Current controlling storm duration for Dam (6, 12, or 24):	TBD	hour
PMF Flow TO existing Dam during controlling storm duration	TBD	cfs
Flow existing Dam can pass without overtopping	TBD	cfs
Storm event (SDF) existing Dam can pass without overtopping (calc)	TBD	PMF storm
Storm event (SDF) existing Dam must pass per State DS Regulations	1.00 PMP	storm

Calculation Section F - Revised Flow and SDF Calculations for Dam in Question

Information for this calculation section obtained from Calculation Section E and revised Dam Failure Analysis hydrology calculations (HEC-1 or HEC-HMS) (Please see DCR Dam Safety PMP Guidance Document). Section provides information on the revised controlling 6-hr, 12-hr, or 24-hr storm duration (if revisions needed), revised controlling storm for Dam in question (or previous controlling storm if no changes found), revised controlling flow (flow to Dam) from controlling storm for Dam in question, flow existing Dam in question can pass without overtopping (information from Calculation Section E), revised storm event (SDF) existing Dam in question can pass without overtopping, and storm event (SDF) existing Dam in question must pass per Regulations (information from Calculation Section E).

Did controlling storm duration for the Dam change based on revised flow / SDF data?	TBD	yes or no
Controlling storm duration for Dam based on Revised Data (6, 12, or 24):	TBD	hour
Revised PMF Flow TO existing Dam during revised controlling storm duration	TBD	cfs
Flow existing Dam can pass without overtopping (From Calculation Section E)	TBD	cfs
Revised Storm event (SDF) existing Dam can pass without overtopping (calc)	TBD	PMF storm
Storm event (SDF) existing Dam must pass per State DS Regulations	1.00 PMP	storm
Based on the revised flow / SDF values, can the Dam in question now pass the required SDF per State DS Regulations without overtopping?	TBD	yes or no

Virginia Department of Conservation and Recreation, Division of Dam Safety and Floodplain Mgmt.

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Richmond, VA 23219
Main Number: (804) 371-6095

This sheet should be used in consultation with VA PMP Temporal Distribution Training Document, Guidance Doc. on Dam Break Inundation Zone Modeling & Mapping Procedures (current version), 2018 VA PMP Temporal Distribution Analysis (Effective June 28, 2018), and VA 2015 PMP Watershed Calculations Worksheet (current version) in conjunction with the PMP Evaluation Tool.

VA 2018 PMP Temporal Distribution Calculation Worksheet (Aug. 2018 Ver.)

Date:	04/23/19
Dam:	Edgemont Reservoir Dam (NID MD00006)
Dam Location:	Washington County, MD
Company:	Hazen and Sawyer
Engineer:	Ann Nunnelley, EIT

Cells Requiring User Input / Selection are Highlighted in Blue
Example Cell

Calculation Section A - PMP Values from VA 2015 PMP Watershed Calculation Worksheet

Data for this section should be obtained from Section C of the VA 2015 PMP Watershed Calculations Worksheet (current version)

Average PMP Values by Storm Duration as Calculated through Virginia PMP Worksheet

		6-Hour PMP	12-Hour PMP	24-Hour PMP
GENERAL STORM EVENTS:	Average PMP Values	16.0	18.6	20.1
LOCAL STORM EVENTS:	Average PMP Values	26.6	29.0	30.0
TROPICAL STORM EVENTS:	Average PMP Values	20.2	30.9	30.9

Governing PMP Values as Calculated through Virginia PMP Worksheet

	Governing 6 Hr. PMP	Governing 12 Hr. PMP	Governing 24 Hr. PMP
Governing PMP Values for Watershed	**26.6**	**30.9**	**30.9**
Governing Storm Type (General, Local, or Tropical)	Local	Tropical	Tropical

Calculation Section B - Required PMP Input for Temporal Distribution Curve Calculations

This section is for internal calculation purposes only & will be auto-filled with information from Calculation Section A of this worksheet.

Duration (hr.)	General PMP (in)	Local PMP (in)	Tropical PMP (in)
6	**15.98**	**26.62**	**20.16**
12	**18.56**	**28.96**	**30.90**
24	**20.12**	**29.96**	**30.90**

Calculation Section C - Required OUTPUT Information for Temporal Distribution Curve

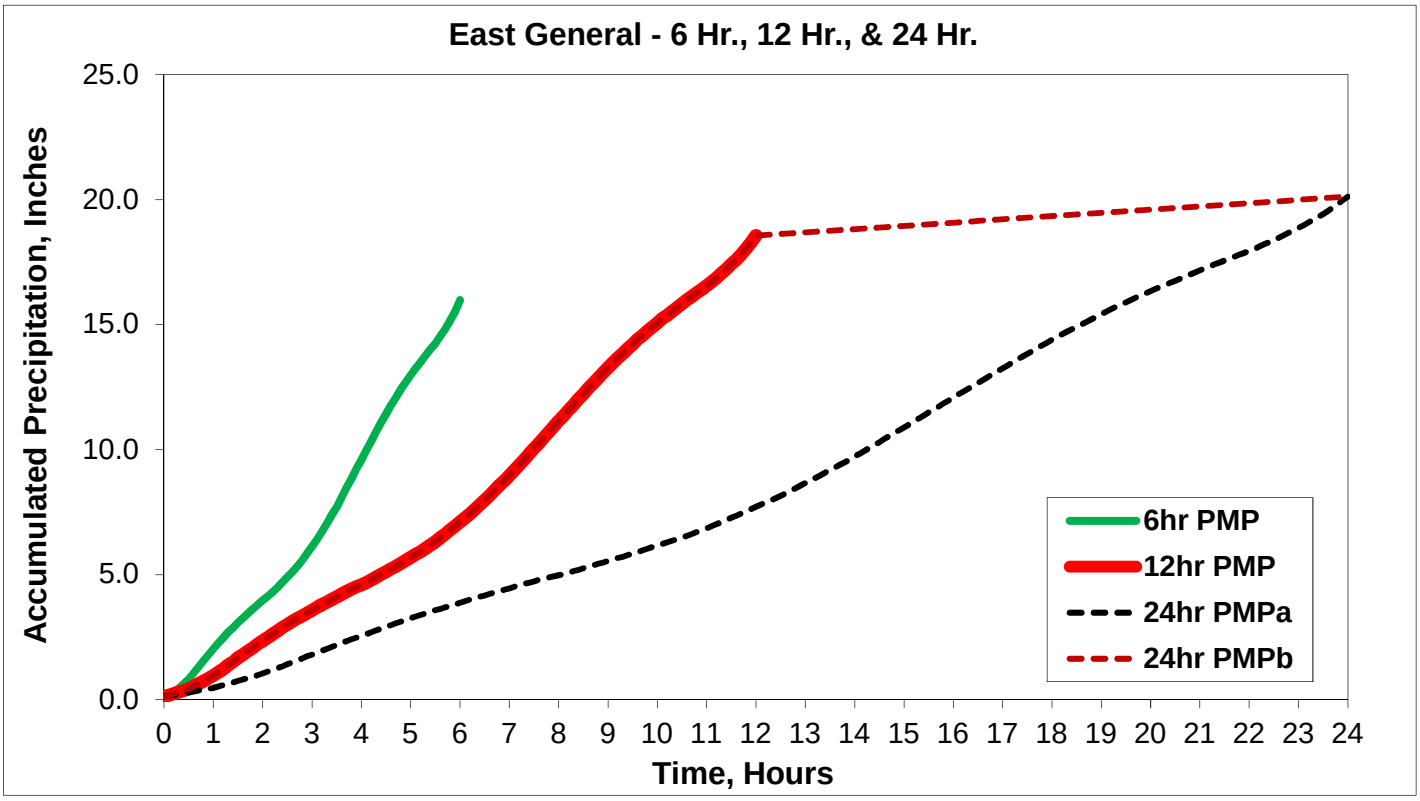
Data for this section should be obtained from Dam's physical location (East / West of drainage divide per Map Tab) & curve tabs located within worksheet. User shall evaluate PMP values to determine which value is controlling in order to choose correct temporal distribution curve. User shall provide controlling curves utilized in dropdown cells below. Not all temporal distribution curves provided in this worksheet will be utilized. It is up to the user to determine which curves are applicable for their Dam.

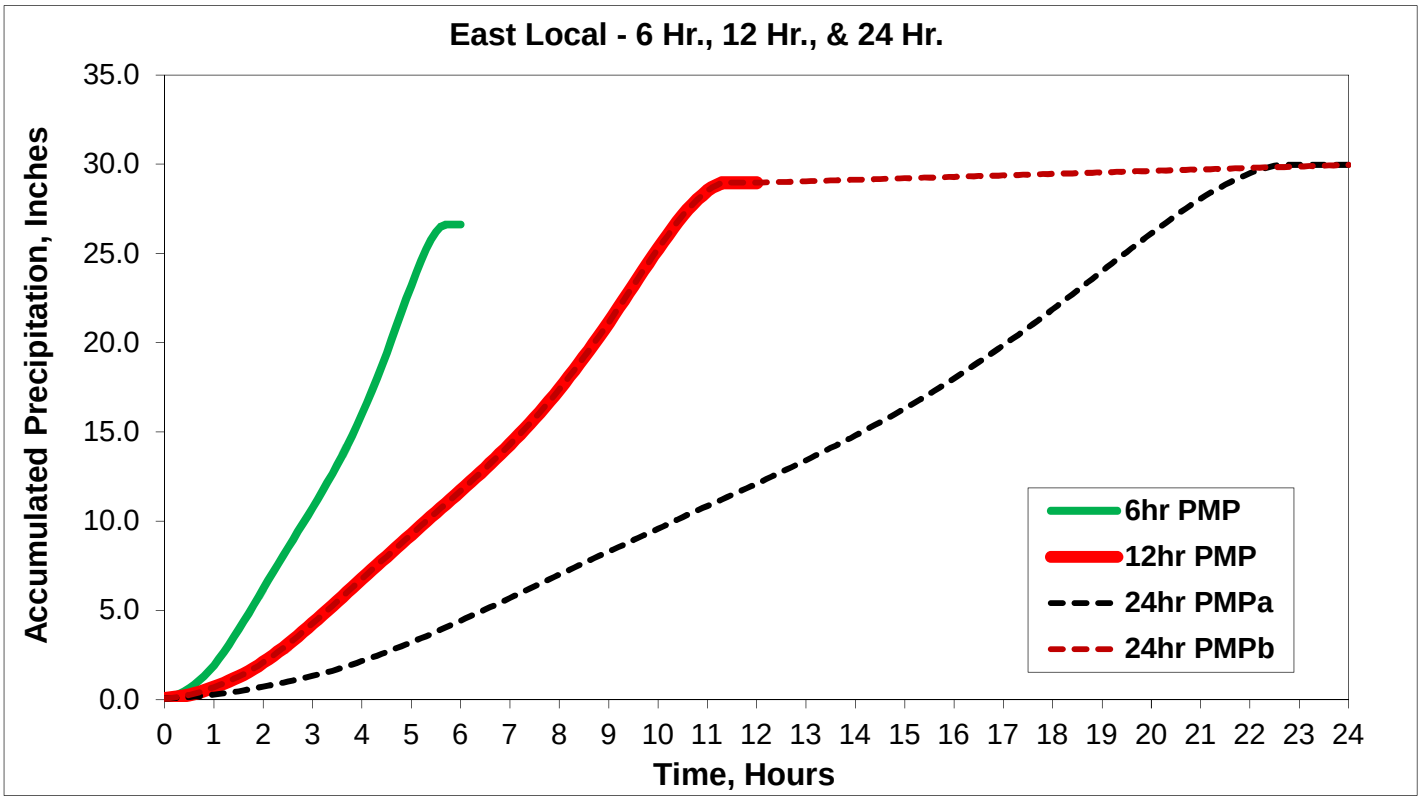
Dam Location (State Drainage Perspective):	**East**
6-Hour Temporal Distribution Curve Utilized:	**6-Hour EAST Local Curve**
12-Hour Temporal Distribution Curve Utilized:	**12-Hour EAST Tropical Curve**
24-Hour Temporal Distribution Curve Utilized:	**24-Hour EAST Tropical Curve (B Distribution)**

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Calculation Section D - OUTPUT Information for Temporal Distribution Curve

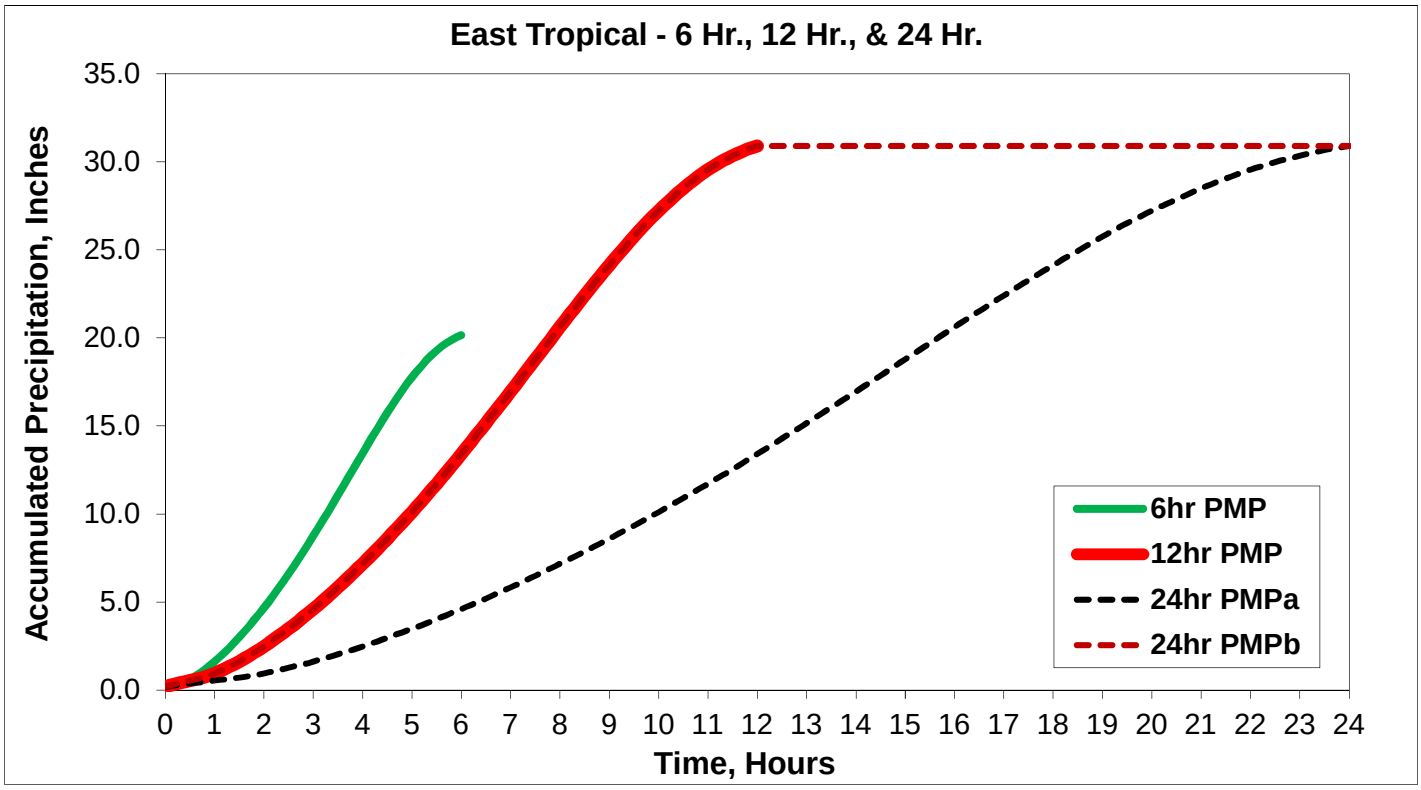


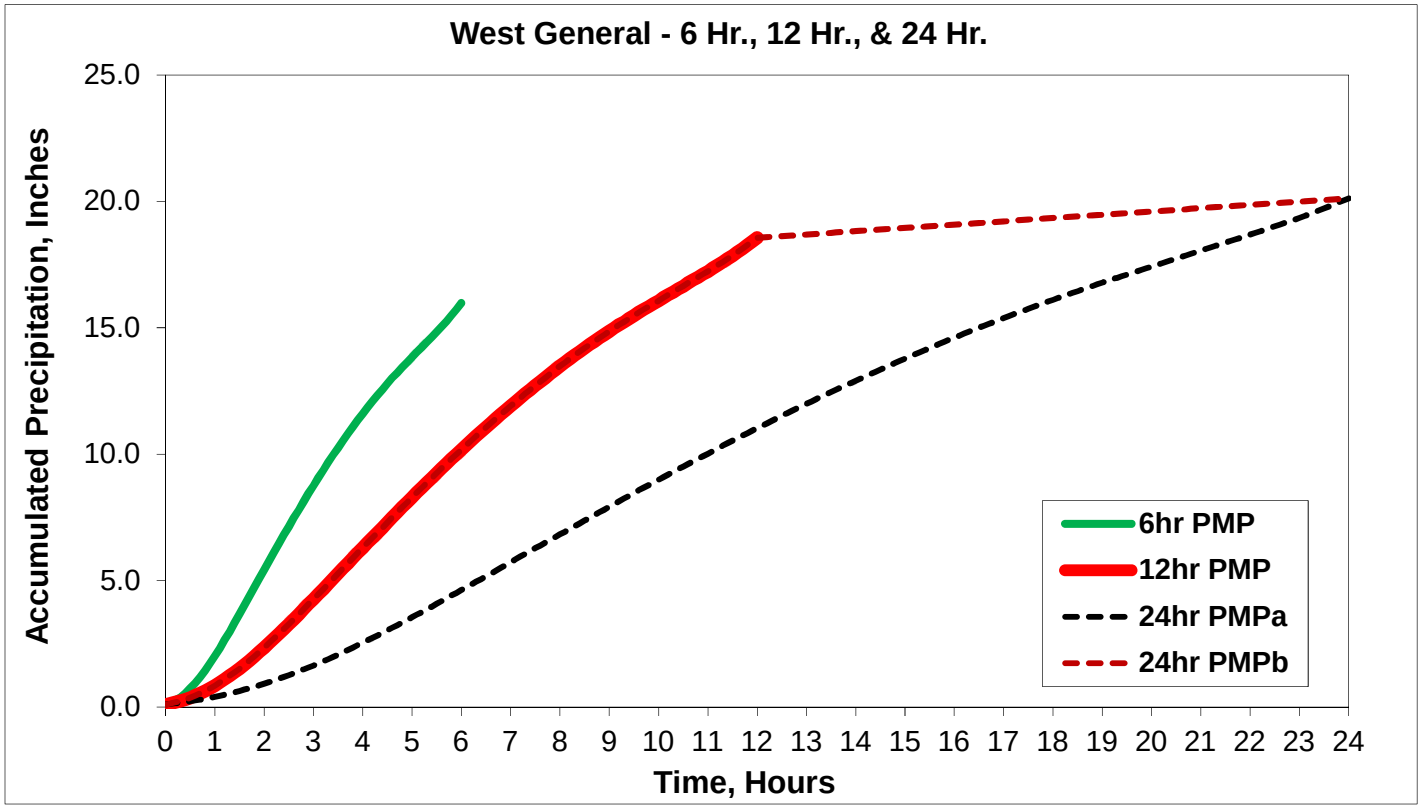


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Calculation Section C - OUTPUT Information for Temporal Distribution Curve

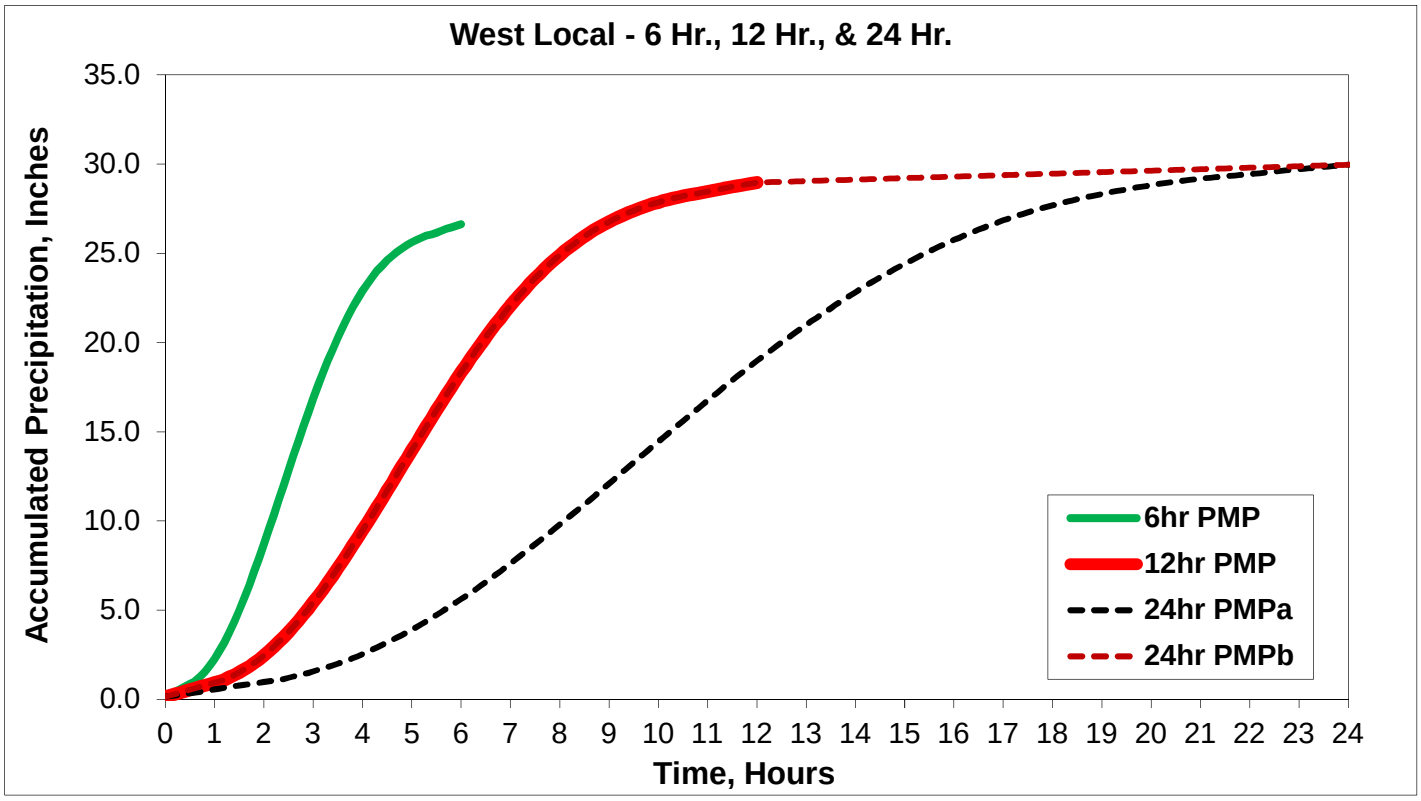


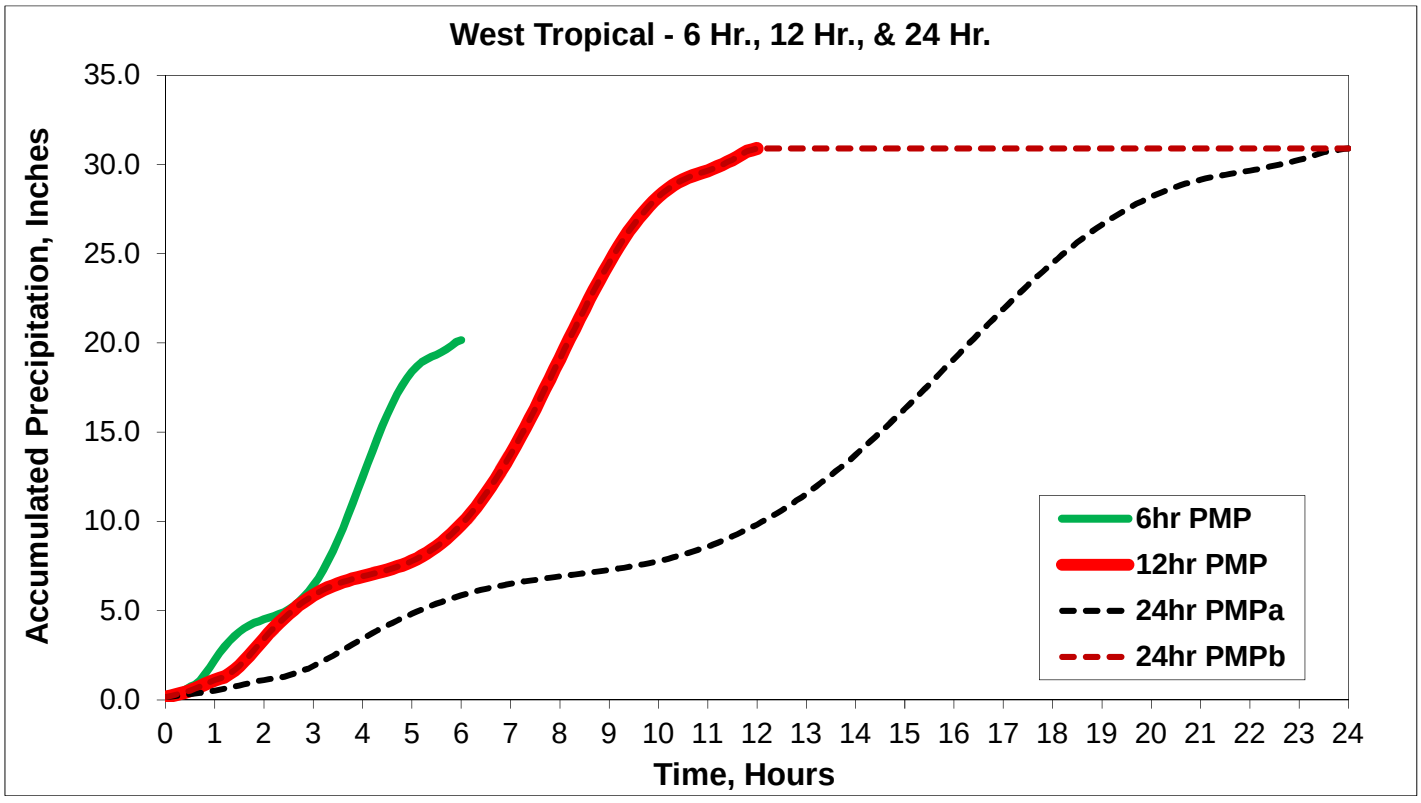


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Calculation Section C - OUTPUT Information for Temporal Distribution Curve





Probable Maximum Precipitation Study for Pennsylvania

Prepared for

Pennsylvania Department of Environmental Protection
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(717) 787-8568
https://www.dep.pa.gov/Business/Water/Waterways/DamSafety/Pages/default.aspx

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March 2019

Executive Summary

This study produced gridded PMP values for the project domain at a spatial resolution of approximately 2.3-square miles. Variations in topography, climate and storm types across the state were explicitly taken into account. A large set of storm data were analyzed for use in developing the PMP values. These values replace those provided in Hydrometeorological Reports (HMRs) 33, 40, 51, and 52. The full PMP values are valid from May through October when no significant contribution from melting snow would occur. Results of this analysis reflects the most current practices used for defining PMP, including comprehensive storm analyses procedures, extensive use of geographical information systems (GIS), explicit quantification of orographic effects, updated maximum dew point climatologies for storm adjustments, and improved understanding of the weather and climate related to extreme rainfall throughout the state.

The approach used in this study followed the same philosophy used in the numerous site-specific, statewide, and regional PMP studies that AWA has completed. This was the storm-based approach and it follows the same general procedures used by the National Weather Service (NWS) in the development of the HMRs. The World Meteorological Organization (WMO) Manual on Estimation of PMP recommends this same approach. The storm-based approach identified extreme rainfall events that have occurred in regions considered transpositionable to Pennsylvania. These are storms that had meteorological and topographical characteristics similar to extreme rainfall storms that could occur over any location within the project domain and were deemed to be PMP-type storm events. Detailed storm analyses were completed for the largest of these rainfall events.

Data, assumptions, and analysis techniques used in this study have been reviewed and accepted by the review board and the Pennsylvania Department of Environmental Protection with significant input provided by other study participants including the Federal Energy Regulatory Commission, the Natural Resource Conservation Service, Pennsylvania American Water, and various private consultants.

Although this study produced deterministic values, it must be recognized that there is some subjectivity associated with the PMP development procedures. Examples of decisions where scientific judgment was involved included determining which storms are used for PMP, determination of storm adjustment factors, and storm transposition limits. For areas where uncertainties in data were recognized, conservative assumptions were applied unless sufficient data existed to make a more informed decision. All data and information supporting decisions in the PMP development process have been documented so that results can be reproduced and verified.

Ninety-eight rainfall events were identified as having similar characteristics to rainfall that could potentially control PMP values at various locations within the state. Several storm events had multiple Depth-Area-Duration (DAD) zones that were used in the PMP determination process. This includes 32 tropical storm rainfall centers, 34 general storm rainfall centers, and 28 local storm rainfall centers. Note, four storms exhibited characteristics of both local and general storm types and were therefore evaluated as both the general and local storm PMP determination process.

Each storm center was analyzed using the Storm Precipitation Analysis System (SPAS), which produced several standard products including DAD values, storm center mass curves, and total storm isohyetal patterns. National Weather Service (NWS) Next Generation Weather Radar (NEXRAD) data were used in storm analyses when available (generally for storms which occurred after the mid-1990's).

Standard procedures were applied for in-place maximization adjustments (e.g. HMR 51 Section 2.3). New techniques and new datasets were used in other procedures to increase accuracy and reliability when justified by utilizing advancements in technology and meteorological understanding, while adhering to the basic approach used in the HMRs and in the WMO Manual. Updated precipitation frequency analyses data available from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 were used for this study. These were used to calculate the Geographic Transposition Factors (GTFs) for each storm. The GTF procedure provided explicit evaluations of the effects of terrain on rainfall and corrected for the lack of analysis in the "stippled' region of HMR 51. The GTF procedure, through its correlation process, provided quantifiable and reproducible analyses of the effects of terrain on rainfall. Results of these factors (in-place maximization and geographic transposition) were applied for each storm at each grid point for each of the area sizes and durations used in this study to define the PMP values.

Maximization factors were computed for each of the analyzed storm events using updated dew point and sea surface temperature (SST) climatologies representing the maximum moisture equivalent to the 100-year recurrence interval for dew points or +2 sigma for SST that could have been associated with each rainfall event. The dew point climatology included the maximum average 3-, 6-, 12-, and 24-hour 100-year return frequency values, while the SST climatology provided the +2 sigma values. The most appropriate duration consistent with the duration of the storm rainfall was used. HYSPLIT model output, which represent model reanalysis fields of air flow in the atmosphere, and NWS synoptic weather maps were used as guidance in identifying the storm representative moisture source regions.

To store, analyze, and produce results from the large datasets developed in the study, the PMP calculation information was stored and analyzed in individual Excel spreadsheets and a GIS database. This combination of Excel and GIS was used to query, calculate, and derive PMP values for each grid point for each duration for each storm type. The database allowed PMP to be calculated at any area size and/or duration available in the underlying SPAS data.

When compared to previous PMP depths provided in HMR 51 the updated values from this study resulted in a wide range of reductions at most area sizes and durations, with some regions resulting in minor increases. PMP depths are highest near the coast and along the ridges of the Appalachians. These regions have exhibited past extreme rainfall accumulations that are the result of both moisture availability and topographic enhancement. Regions along and near the coast are also affected by coastal convergence processes and direct access to low-level moisture which act to enhance lift and provide an additional mechanism for enhanced rainfall production versus other locations in the study domain. Minimum values are seen in the most protected interior valleys. This is expected because of the decrease in sustained moisture availability and reduced or negative orographic effects relative to other regions.

The contributing watersheds to the majority of dams in Pennsylvania are relatively small in area size, less than 10-square miles. Therefore, a significant amount of emphasis was placed on developing PMP and temporal patterns most relevant for smaller area sizes and quick response basins. This included extensive analysis of short duration, high intensity rainfall accumulation patterns (local storms) and development of PMP depths for area sizes and durations that are important for these types of basins. Providing PMP depths down to area sizes at 1/3rd-square miles and temporal accumulation patterns at 5-minute increments was a significant improvement for dam safety evaluations in Pennsylvania over what was previously available in the HMRs

Statewide it was found that on average, PMP values for local storms resulted in a 25% reduction at 6-hour 10-square miles and a 26% reduction at 12-hour 10-square miles. In general, the largest reductions were within the Appalachians, with smaller reductions in the eastern lower elevations. For the longer durations, larger area sizes, statewide reductions were 32% at 24-hours, 29% at 72-hours for 200-square miles, 28% at 24-hour, and 24% at 72-hours for 1,000-square miles. Tables E.1-E.3 provide the average percent difference (negative is a reduction) from HMR 51 across each of the transposition region analyzed.

Table E.1 Local storm PMP percent difference from HMR 51 PMP at 6-hour and 12-hour 10-square miles. Grayed out rows represent regions where either tropical or general storm PMP values were controlling.

Local Storm 10 mi² Average PMP						
Transposition Zone	**HMR 51 6hr**	**PMP 6hr**	**Change 6hr**	**HMR 51 12hr**	**PMP 12hr**	**Change 12hr**
1 - Coastal Plain	27.3	24.5	-10.1%	31.9	27.6	-13.5%
2 - Piedmont	27.0	23.2	-14.1%	31.3	26.1	-16.8%
3 - Ridge	26.6	19.8	-25.5%	30.7	22.0	-28.1%
4 - Valley	26.6	20.7	-22.3%	30.8	22.5	-26.9%
5 - Appalachian Plateau East	25.4	17.8	-29.9%	29.0	19.8	-31.6%
6 - Appalachian Plateau West	26.0	20.1	-22.7%	29.7	25.7	-13.6%
7 - Western Lowland	26.3	18.6	-29.0%	30.0	19.5	-34.9%
Statewide Domain	**26.2**	**19.7**	**-24.7%**	**30.0**	**22.4**	**-25.5%**

Table E.2 Tropical storm PMP percent difference from HMR 51 PMP at 24-hour and 72-hour 200- and 1000-square miles. Grayed out rows represent regions where general storm PMP values were controlling.

Tropical Storm 200 mi² Average PMP						
Transposition Zone	**HMR 51 24hr**	**PMP 24hr**	**Change 24hr**	**HMR 51 72hr**	**PMP 72hr**	**Change 72hr**
1 - Coastal Plain	26.8	18.0	-32.8%	31.6	27.6	-12.7%
2 - Piedmont	25.9	16.7	-35.5%	30.6	25.6	-16.3%
3 - Ridge	24.8	19.2	-22.7%	29.3	21.0	-28.1%
4 - Valley	25.0	19.8	-20.6%	29.5	21.8	-26.1%
5 - Appalachian Plateau East	22.9	17.5	-23.7%	27.0	19.2	-29.1%
6 - Appalachian Plateau West	23.6	13.8	-41.3%	27.9	18.6	-33.0%
7 - Western Lowland	23.9	12.9	-46.0%	28.2	17.4	-38.2%
Statewide Domain	**24.1**	**16.4**	**-32.1%**	**28.5**	**20.2**	**-29.1%**
Tropical Storm 1,000 mi² Average PMP						
Transposition Zone	**HMR 51 24hr**	**PMP 24hr**	**Change 24hr**	**HMR 51 72hr**	**PMP 72hr**	**Change 72hr**
1 - Coastal Plain	21.6	16.0	-25.9%	25.4	25.5	0.3%
2 - Piedmont	20.7	14.8	-28.4%	24.5	23.7	-3.1%
3 - Ridge	19.6	14.5	-25.6%	23.4	17.8	-23.9%
4 - Valley	19.8	15.1	-23.9%	23.6	18.4	-21.9%
5 - Appalachian Plateau East	18.0	13.3	-26.1%	21.8	16.2	-25.8%
6 - Appalachian Plateau West	18.3	13.3	-27.5%	22.3	15.8	-28.8%
7 - Western Lowland	18.5	12.4	-32.9%	22.6	14.8	-34.2%
Statewide Domain	**18.9**	**13.7**	**-27.5%**	**22.8**	**17.4**	**-23.9%**

Table E.3 General storm PMP percent difference from HMR 51 PMP at 24-hour and 72-hour 200- and 1000-square miles. Grayed out rows represent regions where tropical storm PMP values were controlling.

General Storm 200 mi² Average PMP						
Transposition Zone	**HMR 51 24hr**	**PMP 24hr**	**Change 24hr**	**HMR 51 72hr**	**PMP 72hr**	**Change 72hr**
1 - Coastal Plain	26.8	16.6	-38.2%	31.6	20.5	-35.0%
2 - Piedmont	25.9	16.1	-37.8%	30.6	18.9	-38.3%
3 - Ridge	24.8	14.1	-43.2%	29.3	16.3	-44.2%
4 - Valley	25.0	14.6	-41.4%	29.5	16.9	-42.7%
5 - Appalachian Plateau East	22.9	12.9	-43.8%	27.0	14.9	-44.9%
6 - Appalachian Plateau West	23.6	15.5	-34.3%	27.9	16.0	-42.6%
7 - Western Lowland	23.9	15.0	-37.0%	28.2	15.2	-46.3%
Statewide Domain	**24.1**	**14.6**	**-39.7%**	**28.5**	**16.2**	**-43.3%**

General Storm 1,000 mi² Average PMP						
Transposition Zone	**HMR 51 24hr**	**PMP 24hr**	**Change 24hr**	**HMR 51 72hr**	**PMP 72hr**	**Change 72hr**
1 - Coastal Plain	21.6	15.0	-30.6%	25.4	17.5	-31.0%
2 - Piedmont	20.7	14.5	-29.8%	24.5	16.4	-33.1%
3 - Ridge	19.6	12.6	-35.3%	23.4	14.2	-39.2%
4 - Valley	19.8	13.2	-33.5%	23.6	14.7	-37.6%
5 - Appalachian Plateau East	18.0	11.6	-35.6%	21.8	13.0	-40.6%
6 - Appalachian Plateau West	18.3	12.1	-33.7%	22.3	15.1	-32.2%
7 - Western Lowland	18.5	11.8	-36.4%	22.6	14.1	-37.4%
Statewide Domain	**18.9**	**12.4**	**-34.4%**	**22.8**	**14.4**	**-36.8%**

Input the rainfall data for the Local, Tropical, and General Storm directly from the PMP tool.
This data is available on the PMP_Basin_Average.csv file
which is located in the CSV_ folder for the analyzed watershed.

	1 HR	2 HR	3 HR	4 HR	5 HR	6 HR	12 HR	24 HR
Local	12.13	13.93	15.79	17.24	18.65	25.02	27.32	28.28
Tropical	3.71	6.07	10.16	10.16	10.16	14.42	16.68	16.99
General	10.08	10.08	11.98	12.99	15.15	17.65	27.12	27.12

The green highlighted values in the table above are the controlling PMP values for the specified durations.
The Yellow highlighted Storm type below is the controlling storm for the specific duration.
- Use GIS program to view PMP_Points for your watershed to determine the controlling storm at each duration.
- If Local controls at all durations, only the Local_PMP_Points will need to be used.
- If other storms (General, Tropical) control at certain durations, make sure to use the correct PMP_Points file.
- If multiple storms control at a specific duration, i.e. more than one Local storm, try all distributions and choose the most conservative answer.
Select the appropriate storm from the red highlighted dropdown for each duration.

3 HR	
Local	1547_1

6 HR	
Local	1406_1

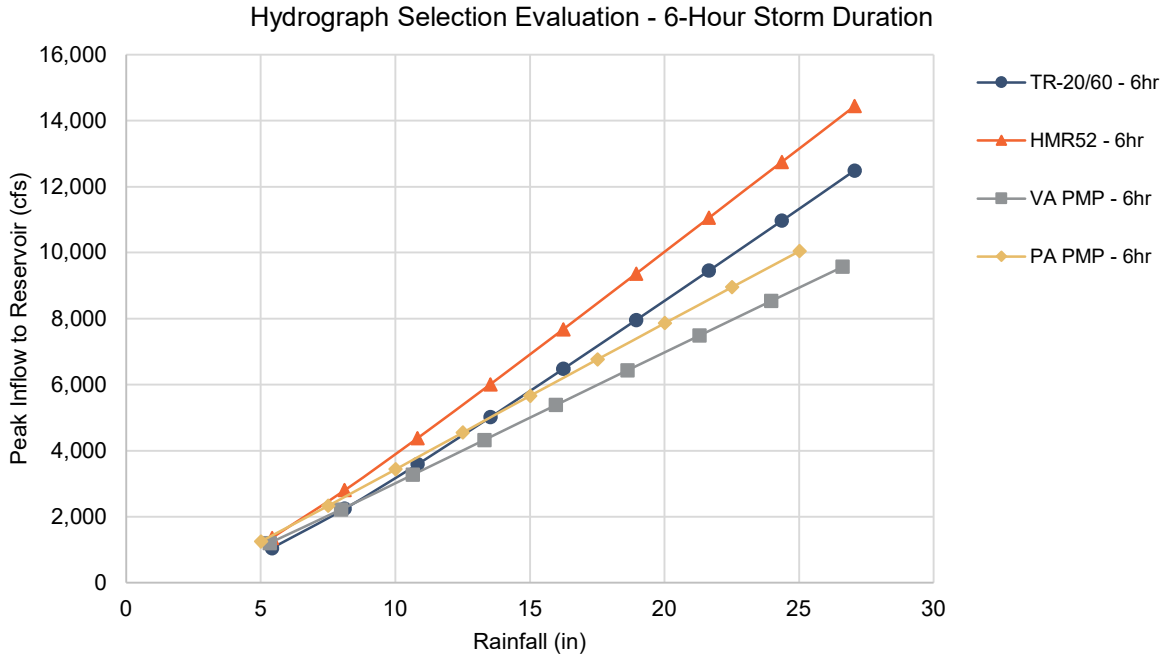
12 HR	
Local	1406_1

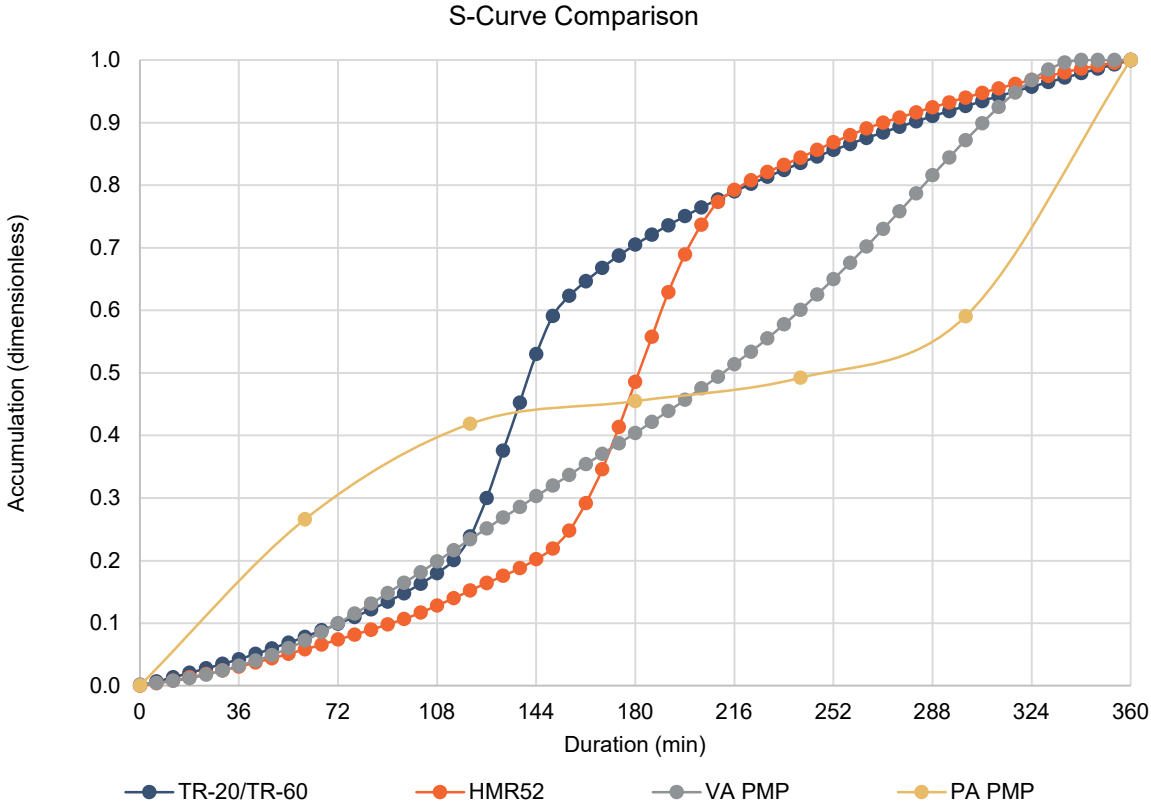
24 HR	
Local	1406_1

The storm specific distributions for use in HEC-HMS or other
hydraulic routing programs will be available to the right.
The rainfall distributions are given in 1-hour increments.
A 5-minute timestep should be used in the hydraulic routing program to capture the peak of the storm.

STORM SPECIFIC DISTRIBUTION								2 HR Synth	
3 HR		6 HR		12 HR		24 HR			
1547_1		1406_1		1406_1		1406_1			
MIN	INC	MIN	INC	MIN	INC	MIN	INC	MIN	INC
0	0.000	0	0.000	0	0.000	0	0.000	*0*	0.000
60	1.817	60	6.654	60	0.310	60	0.027	*5*	0.150
120	12.113	120	3.819	120	0.296	120	0.330	*10*	0.150
180	1.860	180	0.911	180	0.232	180	0.364	*15*	0.150
240	0.000	240	0.936	240	0.385	240	0.044	*20*	0.150
300	0.000	300	2.453	300	6.603	300	0.060	*25*	0.150
360	0.000	360	10.248	360	3.790	360	0.077	*30*	0.150
420	0.000	420	0.000	420	0.904	420	0.310	*35*	0.748
480	0.000	480	0.000	480	0.929	480	0.296	*40*	0.808
540	0.000	540	0.000	540	2.434	540	0.232	*45*	0.885
600	0.000	600	0.000	600	10.170	600	0.385	*50*	1.094
660	0.000	660	0.000	660	1.089	660	6.603	*55*	1.544
720	0.000	720	0.000	720	0.179	720	3.790	*60*	1.893
780	0.000	780	0.000	780	0.000	780	0.904	*65*	1.281
840	0.000	840	0.000	840	0.000	840	0.928	*70*	0.966
900	0.000	900	0.000	900	0.000	900	2.434	*75*	0.838
960	0.000	960	0.000	960	0.000	960	10.170	*80*	0.784
1020	0.000	1020	0.000	1020	0.000	1020	1.089	*85*	0.690
1080	0.000	1080	0.000	1080	0.000	1080	0.179	*90*	0.596
1140	0.000	1140	0.000	1140	0.000	1140	0.031	*95*	0.150
1200	0.000	1200	0.000	1200	0.000	1200	0.007	*100*	0.150
1260	0.000	1260	0.000	1260	0.000	1260	0.000	*105*	0.150
1320	0.000	1320	0.000	1320	0.000	1320	0.000	*110*	0.150
1380	0.000	1380	0.000	1380	0.000	1380	0.019	*115*	0.150
1440	0.000	1440	0.000	1440	0.000	1440	0.001	*120*	0.150

Edgemont Reservoir
Design Storm Evaluation - Storm Hydrograph Distribution Analysis
Project Manager: JGP
Project Number: 30065-014
Designer: AGN
Date: 12/30/2019





Edgemont Reservoir
Design Storm Evaluation - Storm Hydrograph Distribution Analysis
Project Manager: JGP
Project Number: 30065-014
Designer: AGN
Date: 12/30/2019

TR-20/TR-60/SITES Distribution - HEC-1 Summary of Results

	6-Hour Storm		
Ratio of PMP	Rainfall (in)	Peak Inflow (CFS)	Max Elevation
20%	5.41	1,043	930.47
30%	8.12	2,241	931.37
40%	10.83	3,590	932.18
50%	13.53	5,016	932.90
60%	16.24	6,478	933.57
70%	18.95	7,959	934.17
80%	21.65	9,453	934.69
90%	24.36	10,968	935.04
100%	27.07	12,486	935.35

HMR52 Distribution - HEC-1 Summary of Results

	6-Hour Storm		
Ratio of PMP	Rainfall (in)	Peak Inflow (CFS)	Max Elevation
20%	5.41	1,356	930.73
30%	8.12	2,805	931.72
40%	10.83	4,379	932.60
50%	13.53	6,009	933.36
60%	16.24	7,682	934.06
70%	18.95	9,367	934.66
80%	21.65	11,057	935.06
90%	24.36	12,749	935.40
100%	27.07	14,441	935.71

VA PMP Distribution - HEC-1 Summary of Results

Ratio of PMP	6-Hour Storm		
	Rainfall (in)	Peak Inflow (CFS)	Max Elevation
20%	5.32	1,199	930.64
30%	7.99	2,218	931.43
40%	10.65	3,269	932.09
50%	13.31	4,326	932.67
60%	15.97	5,383	933.21
70%	18.63	6,436	933.74
80%	21.30	7,484	934.27
90%	23.96	8,530	934.73
100%	26.62	9,571	935.02

PA PMP Distribution - HEC-1 Summary of Results

Ratio of PMP	6-Hour Storm		
	Rainfall (in)	Peak Inflow (CFS)	Max Elevation
20%	5.00	1,252	930.67
30%	7.51	2,328	931.50
40%	10.01	3,436	932.17
50%	12.51	4,550	932.77
60%	15.01	5,660	933.34
70%	17.51	6,764	933.89
80%	20.02	7,863	934.43
90%	22.52	8,957	934.84
100%	25.02	10,046	935.13

```
*****************************************
*                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*               JUN   1998              *
*            VERSION 4.1                *
*                                       *
*  RUN DATE   23APR19  TIME  17:17:06   *
*                                       *
*****************************************
```


```
*************************************
*                                   *
*    U.S. ARMY CORPS OF ENGINEERS   *
*    HYDROLOGIC ENGINEERING CENTER  *
*          609 SECOND STREET        *
*       DAVIS, CALIFORNIA 95616     *
*           (916) 756-1104          *
*                                   *
*************************************
```


```
X     X  XXXXXXX   XXXXX          X
X     X  X        X     X        XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
LINE          ID.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10

   1          ID  EDGEMONT RESERVOIR DAM
   2          ID  PREPARED FOR HAGERSTOWN, MD
   3          ID  PREPARED BY HAZEN
   4          ID  PMP ANALYSIS
   5          ID  EXISTING LAND USE
   6          ID  6 HOUR STORM EVENT - HMR52 DISTRIBUTION
   7          ID  JOB No.:  30065-014
   8          ID  FILE:  EDGEMONT_HMR52DIST_6HR_EX.ih1
   9          ID  DATE:  2019-04-23
  10          ID  HYDROLOGIST:  AGN
  11          IT       2 01JAN18     900    1500
  12          IO       4
              * 20-100% PMP
  13          JR    PREC     0.2     0.3     0.4     0.5     0.6     0.7     0.8     0.9       1

  14          KK      B5
  15          KM  RUNNOFF HYDROGRAPH TO BASIN 5
  16          KO                                    21
  17          BA    2.35
  18          PB  27.068
  19          IN       5
  20          PI   0.087   0.097   0.106   0.115   0.123   0.131   0.138   0.145   0.151   0.157
  21          PI   0.162   0.167   0.171   0.175   0.178   0.181   0.183   0.185   0.194   0.222
  22          PI   0.244    0.26   0.271   0.276    0.27   0.257   0.264   0.291   0.338   0.405
  23          PI   0.579   0.928   1.115   1.337    1.61   1.633   1.627   1.616   1.575   1.148
  24          PI   1.042   0.774   0.445   0.369   0.312   0.275   0.258   0.261   0.277   0.275
  25          PI   0.267   0.253   0.234   0.209   0.186   0.184   0.182    0.18   0.177   0.173
  26          PI   0.169   0.165    0.16   0.154   0.148   0.142   0.135   0.127   0.119   0.111
  27          PI   0.101   0.092
  28          LS       0      67
  29          UD   1.045

  30          KK      R5
  31          KM  ROUTING BASIN 5 THROUGH RESERVOIR
  32          KM  OUTLET: EX OVER OGEE WEIR AND SPILLWAY
  33          KO                                    21
  34          RS       1    ELEV     929
  35          SV       0    1.11    5.56   13.87   26.81   44.12   65.38   89.85  117.57  149.27
  36          SV  185.14  224.84  246.14  257.05  268.25  279.62  288.23  303.13  311.88  321.39
  37          SE     884     886     890     894     898     902     906     910     914     918
  38          SE     922     926     928     929     930     931     932     933     934   934.5
  39          SQ       0    15.7    44.9   181.8   539.4  1025.5  1614.3  2305.7  3096.1  3983.6
  40          SQ  4967.4  5959.6  6920.7  7871.6
  41          SE     929   929.1   929.2   929.5     930   930.5     931   931.5     932   932.5
  42          SE     933   933.5     934   934.5
  43          ST   934.5     700     2.6     1.5
  44          ZZ
```

```
*****************************************                    *****************************************
*                                       *                    *                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                    *    U.S. ARMY CORPS OF ENGINEERS       *
*               JUN   1998              *                    *    HYDROLOGIC ENGINEERING CENTER      *
*            VERSION 4.1                *                    *          609 SECOND STREET            *
*                                       *                    *       DAVIS, CALIFORNIA 95616         *
*  RUN DATE   23APR19  TIME  17:17:06   *                    *           (916) 756-1104              *
*                                       *                    *                                       *
*****************************************                    *****************************************
```

EDGEMONT RESERVOIR DAM
PREPARED FOR HAGERSTOWN, MD
PREPARED BY HAZEN
PMP ANALYSIS
EXISTING LAND USE
6 HOUR STORM EVENT - HMR52 DISTRIBUTION
JOB No.: 30065-014
FILE: EDGEMONT_HMR52DIST_6HR_EX.ih1
DATE: 2019-04-23
HYDROLOGIST: AGN

```
  12 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                       NMIN           2  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1JAN18  STARTING DATE
                      ITIME        0900  STARTING TIME
                         NQ        1500  NUMBER OF HYDROGRAPH ORDINATES
                      NDDATE      3JAN18  ENDING DATE
                      NDTIME        1058  ENDING TIME
                      ICENT          19  CENTURY MARK

                  COMPUTATION INTERVAL     .03 HOURS
                       TOTAL TIME BASE   49.97 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

     JP          MULTI-PLAN OPTION
                      NPLAN           1  NUMBER OF PLANS

     JR          MULTI-RATIO OPTION
                     RATIOS OF PRECIPITATION
                     .20       .30       .40       .50       .60       .70       .80       .90      1.00


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


            **************
            *            *
  14 KK     *        B5  *
            *            *
            **************
                        RUNNOFF HYDROGRAPH TO BASIN 5

  16 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE
                      IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                       IOUT          21  SAVE HYDROGRAPH ON THIS UNIT
                      ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                      ISAV2        1500  LAST ORDINATE PUNCHED OR SAVED
                     TIMINT        .033  TIME INTERVAL IN HOURS


  19 IN          TIME DATA FOR INPUT TIME SERIES
                       JXMIN           5  TIME INTERVAL IN MINUTES
                      JXDATE      1JAN18  STARTING DATE
                      JXTIME         900  STARTING TIME

               SUBBASIN RUNOFF DATA

  17 BA          SUBBASIN CHARACTERISTICS
                      TAREA        2.35  SUBBASIN AREA

               PRECIPITATION DATA

  18 PB               STORM       27.07  BASIN TOTAL PRECIPITATION

  20 PI            INCREMENTAL PRECIPITATION PATTERN
                     .03       .03       .04       .04       .04       .04       .04       .05       .05
                     .05       .05       .05       .05       .05       .06       .06       .06       .06       .06
                     .06       .06       .06       .06       .06       .06       .06       .07       .07       .07
                     .07       .07       .07       .07       .07       .07       .07       .07       .07       .07
                     .07       .07       .07       .07       .07       .08       .08       .08       .09       .09
                     .10       .10       .10       .10       .10       .11       .11       .11       .11       .11
                     .11       .11       .11       .10       .10       .11       .11       .11       .12       .12
                     .14       .14       .15       .16       .16       .23       .23       .30       .37       .37
```

	.45	.45	.49	.53	.53	.64	.64	.65	.65	.65
	.65	.65	.65	.65	.65	.63	.63	.54	.46	.46
	.42	.42	.36	.31	.31	.18	.18	.16	.15	.15
	.12	.12	.12	.11	.11	.10	.10	.10	.10	.10
	.11	.11	.11	.11	.11	.11	.11	.10	.10	.10
	.09	.09	.09	.08	.08	.07	.07	.07	.07	.07
	.07	.07	.07	.07	.07	.07	.07	.07	.07	.07
	.07	.07	.07	.07	.07	.06	.06	.06	.06	.06
	.06	.06	.06	.06	.06	.05	.05	.05	.05	.05
	.05	.05	.05	.04	.04	.04	.04	.04	.04	.04

28 LS SCS LOSS RATE

STRTL	.99	INITIAL ABSTRACTION
CRVNBR	67.00	CURVE NUMBER
RTIMP	.00	PERCENT IMPERVIOUS AREA

29 UD SCS DIMENSIONLESS UNITGRAPH

TLAG	1.04	LAG

***

UNIT HYDROGRAPH
159 END-OF-PERIOD ORDINATES

10.	20.	30.	51.	75.	98.	126.	156.	186.	221.
261.	302.	345.	399.	453.	507.	571.	635.	699.	754.
807.	861.	903.	940.	977.	1005.	1025.	1045.	1060.	1063.
1066.	1069.	1065.	1062.	1059.	1039.	1019.	999.	976.	953.
929.	904.	877.	850.	820.	787.	753.	718.	678.	637.
597.	564.	530.	497.	472.	448.	425.	404.	383.	363.
345.	328.	311.	296.	283.	271.	259.	247.	234.	222.
212.	202.	192.	182.	172.	162.	153.	147.	140.	133.
127.	120.	113.	108.	103.	98.	93.	88.	83.	79.
76.	72.	68.	65.	61.	58.	55.	53.	50.	48.
45.	43.	41.	39.	37.	35.	33.	32.	30.	29.
27.	26.	25.	23.	22.	21.	20.	19.	18.	17.
16.	15.	15.	14.	13.	13.	12.	12.	11.	11.
10.	10.	10.	9.	9.	8.	8.	7.	7.	7.
6.	6.	5.	5.	5.	4.	4.	4.	3.	3.
3.	2.	2.	2.	1.	1.	1.	0.	0.	

*** ***

****
* *
30 KK * R5 *
* *
****

ROUTING BASIN 5 THROUGH RESERVOIR
OUTLET: EX OVER OGEE WEIR AND SPILLWAY

33 KO OUTPUT CONTROL VARIABLES

IPRNT	4	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	21	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	1500	LAST ORDINATE PUNCHED OR SAVED
TIMINT	.033	TIME INTERVAL IN HOURS

HYDROGRAPH ROUTING DATA

34 RS STORAGE ROUTING

NSTPS	1	NUMBER OF SUBREACHES
ITYP	ELEV	TYPE OF INITIAL CONDITION
RSVRIC	929.00	INITIAL CONDITION
X	.00	WORKING R AND D COEFFICIENT

35 SV STORAGE	.0	1.1	5.6	13.9	26.8	44.1	65.4	89.8	117.6	149.3
	185.1	224.8	246.1	257.0	268.3	279.6	288.2	303.1	311.9	321.4
37 SE ELEVATION	884.00	886.00	890.00	894.00	898.00	902.00	906.00	910.00	914.00	918.00
	922.00	926.00	928.00	929.00	930.00	931.00	932.00	933.00	934.00	934.50
39 SQ DISCHARGE	0.	16.	45.	182.	539.	1026.	1614.	2306.	3096.	3984.
	4967.	5960.	6921.	7872.						
41 SE ELEVATION	929.00	929.10	929.20	929.50	930.00	930.50	931.00	931.50	932.00	932.50
	933.00	933.50	934.00	934.50						

43 ST TOP OF DAM

TOPEL	934.50	ELEVATION AT TOP OF DAM
DAMWID	700.00	DAM WIDTH
COQD	2.60	WEIR COEFFICIENT
EXPD	1.50	EXPONENT OF HEAD

***

COMPUTED STORAGE-OUTFLOW-ELEVATION DATA

(INCLUDING FLOW OVER DAM)

STORAGE	.00	1.11	5.56	13.87	26.81	44.12	65.38	89.85	117.57	149.27
OUTFLOW	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
ELEVATION	884.00	886.00	890.00	894.00	898.00	902.00	906.00	910.00	914.00	918.00
STORAGE	185.14	224.84	246.14	257.05	258.17	259.29	262.65	268.25	273.93	279.62
OUTFLOW	.00	.00	.00	.00	15.70	44.90	181.80	539.40	1025.50	1614.30
ELEVATION	922.00	926.00	928.00	929.00	929.10	929.20	929.50	930.00	930.50	931.00

STORAGE	283.92	288.23	295.68	303.13	307.51	311.88	321.39
OUTFLOW	2305.70	3096.10	3983.60	4967.40	5959.60	6920.70	7871.60
ELEVATION	931.50	932.00	932.50	933.00	933.50	934.00	934.50

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

					RATIOS APPLIED TO PRECIPITATION								
OPERATION	STATION	AREA	PLAN		RATIO 1 .20	RATIO 2 .30	RATIO 3 .40	RATIO 4 .50	RATIO 5 .60	RATIO 6 .70	RATIO 7 .80	RATIO 8 .90	RATIO 9 1.00
HYDROGRAPH AT	B5	2.35	1	FLOW	1386.	2847.	4443.	6102.	7788.	9489.	11198.	12909.	14618.
				TIME	4.30	4.27	4.23	4.20	4.20	4.17	4.17	4.17	4.17
ROUTED TO	R5	2.35	1	FLOW	1367.	2827.	4409.	6079.	7677.	9441.	11162.	12873.	14587.
				TIME	4.43	4.33	4.30	4.27	4.30	4.23	4.23	4.20	4.20
			** PEAK STAGES IN FEET **										
			1	STAGE	930.79	931.83	932.72	933.56	934.40	934.99	935.41	935.77	936.10
				TIME	4.43	4.33	4.30	4.27	4.30	4.23	4.23	4.20	4.20

SUMMARY OF DAM OVERTOPPING/BREACH ANALYSIS FOR STATION R5
(PEAKS SHOWN ARE FOR INTERNAL TIME STEP USED DURING BREACH FORMATION)

PLAN 1 .....

	INITIAL VALUE	SPILLWAY CREST	TOP OF DAM
ELEVATION	929.00	934.50	934.50
STORAGE	257.	321.	321.
OUTFLOW	0.	7872.	7872.

RATIO OF PMF	MAXIMUM RESERVOIR W.S.ELEV	MAXIMUM DEPTH OVER DAM	MAXIMUM STORAGE AC-FT	MAXIMUM OUTFLOW CFS	DURATION OVER TOP HOURS	TIME OF MAX OUTFLOW HOURS	TIME OF FAILURE HOURS
.20	930.79	.00	277.	1367.	.00	4.43	.00
.30	931.83	.00	287.	2827.	.00	4.33	.00
.40	932.72	.00	299.	4409.	.00	4.30	.00
.50	933.56	.00	308.	6079.	.00	4.27	.00
.60	934.40	.00	319.	7677.	.00	4.30	.00
.70	934.99	.49	331.	9441.	.80	4.23	.00
.80	935.41	.91	339.	11162.	1.17	4.23	.00
.90	935.77	1.27	345.	12873.	1.43	4.20	.00
1.00	936.10	1.60	352.	14587.	1.70	4.20	.00

*** NORMAL END OF HEC-1 ***

```
*****************************************
*                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*               JUN   1998              *
*            VERSION 4.1                *
*                                       *
*  RUN DATE   24APR19  TIME  09:53:40   *
*                                       *
*****************************************
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*****************************************
*                                       *
*    U.S. ARMY CORPS OF ENGINEERS       *
*    HYDROLOGIC ENGINEERING CENTER      *
*          609 SECOND STREET            *
*       DAVIS, CALIFORNIA 95616         *
*           (916) 756-1104              *
*                                       *
*****************************************
```


```
X     X  XXXXXXX   XXXXX           X
X     X  X        X     X         XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

   1          ID  EDGEMONT RESERVOIR DAM
   2          ID  PREPARED FOR HAGERSTOWN, MD
   3          ID  PREPARED BY HAZEN
   4          ID  PMP ANALYSIS
   5          ID  EXISTING LAND USE
   6          ID  6 HOUR STORM EVENT - TR-20/TR-60/SITES DISTRIBUTION
   7          ID  JOB No.:  30065-014
   8          ID  FILE:  EDGEMONT_TR-60DIST_6HR_EX.ih1
   9          ID  DATE:  2019-04-24
  10          ID  HYDROLOGIST:  AGN
  11          IT       2 01JAN18     900    1500
  12          IO       4
              * 20-100% PMP
  13          JR    PREC     0.2     0.3     0.4     0.5     0.6     0.7     0.8     0.9       1

  14          KK      B5
  15          KM  RUNNOFF HYDROGRAPH TO BASIN 5
  16          KO                                     21
  17          BA    2.35
  18          PB  27.068
  19          IN       6
  20          PC       0  0.0067  0.0135  0.0204  0.0275  0.0348  0.0425  0.0508  0.0595  0.0687
  21          PC  0.0783  0.0884   0.099  0.1102  0.1218  0.1343  0.1478  0.1629    0.18  0.2008
  22          PC  0.2383     0.3  0.3757  0.4525    0.53  0.5908   0.623  0.6465   0.668  0.6875
  23          PC   0.705  0.7208   0.736  0.7505  0.7643  0.7775    0.79  0.8019  0.8134  0.8246
  24          PC  0.8354  0.8459  0.8561  0.8659  0.8753  0.8844  0.8933  0.9019  0.9103  0.9185
  25          PC  0.9265  0.9344  0.9422  0.9498  0.9573  0.9646  0.9718   0.979   0.986   0.993
  26          PC       1
  27          LS       0      67
  28          UD   1.045

  29          KK      R5
  30          KM  ROUTING BASIN 5 THROUGH RESERVOIR
  31          KM  OUTLET: EX OVER OGEE WEIR AND SPILLWAY
  32          KO                                     21
  33          RS       1    ELEV     929
  34          SV       0    1.11    5.56   13.87   26.81   44.12   65.38   89.85  117.57  149.27
  35          SV  185.14  224.84  246.14  257.05  268.25  279.62  288.23  303.13  311.88  321.39
  36          SE     884     886     890     894     898     902     906     910     914     918
  37          SE     922     926     928     929     930     931     932     933     934   934.5
  38          SQ       0    15.7    44.9   181.8   539.4  1025.5  1614.3  2305.7  3096.1  3983.6
  39          SQ  4967.4  5959.6  6920.7  7871.6
  40          SE     929   929.1   929.2   929.5     930   930.5     931   931.5     932   932.5
  41          SE     933   933.5     934   934.5
  42          ST   934.5     700     2.6     1.5
  43          ZZ
```

```
*****************************************                                    *****************************************
*                                       *                                    *                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                                    *    U.S. ARMY CORPS OF ENGINEERS       *
*               JUN   1998              *                                    *    HYDROLOGIC ENGINEERING CENTER      *
*            VERSION 4.1                *                                    *          609 SECOND STREET            *
*                                       *                                    *       DAVIS, CALIFORNIA 95616         *
*  RUN DATE   24APR19  TIME  09:53:40   *                                    *           (916) 756-1104              *
*                                       *                                    *                                       *
*****************************************                                    *****************************************
```

EDGEMONT RESERVOIR DAM
PREPARED FOR HAGERSTOWN, MD
PREPARED BY HAZEN
PMP ANALYSIS
EXISTING LAND USE
6 HOUR STORM EVENT - TR-20/TR-60/SITES DISTRIBUTION
JOB No.: 30065-014
FILE: EDGEMONT_TR-60DIST_6HR_EX.ih1
DATE: 2019-04-24
HYDROLOGIST: AGN

```
  12 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                       NMIN           2  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1JAN18  STARTING DATE
                      ITIME        0900  STARTING TIME
                         NQ        1500  NUMBER OF HYDROGRAPH ORDINATES
                      NDDATE      3JAN18  ENDING DATE
                      NDTIME        1058  ENDING TIME
                      ICENT          19  CENTURY MARK

                  COMPUTATION INTERVAL     .03 HOURS
                       TOTAL TIME BASE   49.97 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

     JP          MULTI-PLAN OPTION
                      NPLAN           1  NUMBER OF PLANS

     JR          MULTI-RATIO OPTION
                     RATIOS OF PRECIPITATION
                     .20       .30       .40       .50       .60       .70       .80       .90      1.00


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


            **************
            *            *
  14 KK     *        B5  *
            *            *
            **************
                        RUNNOFF HYDROGRAPH TO BASIN 5

  16 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE
                      IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                       IOUT          21  SAVE HYDROGRAPH ON THIS UNIT
                      ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                      ISAV2        1500  LAST ORDINATE PUNCHED OR SAVED
                     TIMINT        .033  TIME INTERVAL IN HOURS


  19 IN          TIME DATA FOR INPUT TIME SERIES
                       JXMIN           6  TIME INTERVAL IN MINUTES
                      JXDATE      1JAN18  STARTING DATE
                      JXTIME         900  STARTING TIME

               SUBBASIN RUNOFF DATA

  17 BA          SUBBASIN CHARACTERISTICS
                      TAREA        2.35  SUBBASIN AREA

               PRECIPITATION DATA

  18 PB               STORM       27.07  BASIN TOTAL PRECIPITATION

  20 PI            INCREMENTAL PRECIPITATION PATTERN
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .02       .02       .02       .03       .03       .03       .03       .03       .03       .03
                     .03       .03       .02       .02       .02       .01       .01       .01       .01       .01
```

.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00

27 LS SCS LOSS RATE

STRTL	.99	INITIAL ABSTRACTION
CRVNBR	67.00	CURVE NUMBER
RTIMP	.00	PERCENT IMPERVIOUS AREA

28 UD SCS DIMENSIONLESS UNITGRAPH

TLAG	1.04	LAG

***

UNIT HYDROGRAPH
159 END-OF-PERIOD ORDINATES

10.	20.	30.	51.	75.	98.	126.	156.	186.	221.
261.	302.	345.	399.	453.	507.	571.	635.	699.	754.
807.	861.	903.	940.	977.	1005.	1025.	1045.	1060.	1063.
1066.	1069.	1065.	1062.	1059.	1039.	1019.	999.	976.	953.
929.	904.	877.	850.	820.	787.	753.	718.	678.	637.
597.	564.	530.	497.	472.	448.	425.	404.	383.	363.
345.	328.	311.	296.	283.	271.	259.	247.	234.	222.
212.	202.	192.	182.	172.	162.	153.	147.	140.	133.
127.	120.	113.	108.	103.	98.	93.	88.	83.	79.
76.	72.	68.	65.	61.	58.	55.	53.	50.	48.
45.	43.	41.	39.	37.	35.	33.	32.	30.	29.
27.	26.	25.	23.	22.	21.	20.	19.	18.	17.
16.	15.	15.	14.	13.	13.	12.	12.	11.	11.
10.	10.	10.	9.	9.	8.	8.	7.	7.	7.
6.	6.	5.	5.	5.	4.	4.	4.	3.	3.
3.	2.	2.	2.	1.	1.	1.	0.	0.	

*** *** *** *

STORAGE	283.92	288.23	295.68	303.13	307.51	311.88	321.39
OUTFLOW	2305.70	3096.10	3983.60	4967.40	5959.60	6920.70	7871.60
ELEVATION	931.50	932.00	932.50	933.00	933.50	934.00	934.50

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

					RATIOS APPLIED TO PRECIPITATION								
OPERATION	STATION	AREA	PLAN		RATIO 1 .20	RATIO 2 .30	RATIO 3 .40	RATIO 4 .50	RATIO 5 .60	RATIO 6 .70	RATIO 7 .80	RATIO 8 .90	RATIO 9 1.00
HYDROGRAPH AT	B5	2.35	1	FLOW	1062.	2284.	3658.	5110.	6602.	8117.	9648.	11186.	12727.
				TIME	3.67	3.57	3.53	3.50	3.47	3.47	3.43	3.43	3.43
ROUTED TO	R5	2.35	1	FLOW	1044.	2271.	3624.	5088.	6568.	8022.	9609.	11154.	12698.
				TIME	3.80	3.63	3.63	3.57	3.53	3.57	3.50	3.50	3.47
			** PEAK STAGES IN FEET **										
			1	STAGE	930.52	931.48	932.30	933.06	933.82	934.56	935.04	935.40	935.73
				TIME	3.80	3.63	3.63	3.57	3.53	3.57	3.50	3.50	3.47

SUMMARY OF DAM OVERTOPPING/BREACH ANALYSIS FOR STATION R5
(PEAKS SHOWN ARE FOR INTERNAL TIME STEP USED DURING BREACH FORMATION)

PLAN 1 .....

	INITIAL VALUE	SPILLWAY CREST	TOP OF DAM
ELEVATION	929.00	934.50	934.50
STORAGE	257.	321.	321.
OUTFLOW	0.	7872.	7872.

RATIO OF PMF	MAXIMUM RESERVOIR W.S.ELEV	MAXIMUM DEPTH OVER DAM	MAXIMUM STORAGE AC-FT	MAXIMUM OUTFLOW CFS	DURATION OVER TOP HOURS	TIME OF MAX OUTFLOW HOURS	TIME OF FAILURE HOURS
.20	930.52	.00	274.	1044.	.00	3.80	.00
.30	931.48	.00	284.	2271.	.00	3.63	.00
.40	932.30	.00	293.	3624.	.00	3.63	.00
.50	933.06	.00	304.	5088.	.00	3.57	.00
.60	933.82	.00	310.	6568.	.00	3.53	.00
.70	934.56	.06	323.	8022.	.27	3.57	.00
.80	935.04	.54	332.	9609.	.90	3.50	.00
.90	935.40	.90	339.	11154.	1.27	3.50	.00
1.00	935.73	1.23	345.	12698.	1.57	3.47	.00

*** NORMAL END OF HEC-1 ***

```
*****************************************
*                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*               JUN   1998              *
*            VERSION 4.1                *
*                                       *
*  RUN DATE   23APR19  TIME  17:07:49   *
*                                       *
*****************************************
```


```
*************************************
*                                   *
*    U.S. ARMY CORPS OF ENGINEERS   *
*    HYDROLOGIC ENGINEERING CENTER  *
*          609 SECOND STREET        *
*       DAVIS, CALIFORNIA 95616     *
*           (916) 756-1104          *
*                                   *
*************************************
```


```
X     X  XXXXXXX   XXXXX          X
X     X  X        X     X        XX
X     X  X        X               X
XXXXXXX  XXXX     X        XXXXX  X
X     X  X        X               X
X     X  X        X     X         X
X     X  XXXXXXX   XXXXX         XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

    1         ID  EDGEMONT RESERVOIR DAM
    2         ID  PREPARED FOR HAGERSTOWN, MD
    3         ID  PREPARED BY HAZEN
    4         ID  PMP ANALYSIS
    5         ID  EXISTING LAND USE
    6         ID  6 HOUR STORM EVENT - VA PMP DISTRIBUTION
    7         ID  JOB No.:  30065-014
    8         ID  FILE:  EDGEMONT_VAPMPDIST_6HR_EX.ih1
    9         ID  DATE:  2019-04-23
   10         ID  HYDROLOGIST:  AGN
   11         IT       2 01JAN18     900    1000
   12         IO       4
              * 20-100% PMP
   13         JR    PREC     0.2     0.3     0.4     0.5     0.6     0.7     0.8     0.9       1

   14         KK      B5
   15         KM  RUNNOFF HYDROGRAPH TO BASIN 5
   16         KO                                    21
   17         BA    2.35
   18         PB   26.62
   19         IN       6
   20         PC   0.002  0.0045  0.0077   0.012  0.0177  0.0245   0.032  0.0403  0.0493    0.06
   21         PC  0.0723  0.0858     0.1   0.115  0.1313   0.148  0.1647  0.1815   0.199  0.2165
   22         PC   0.234  0.2515  0.2687  0.2855   0.303  0.3197   0.337   0.354  0.3707  0.3873
   23         PC   0.404  0.4215   0.439   0.457  0.4753   0.494   0.514   0.534  0.5553  0.5775
   24         PC  0.6007   0.625    0.65  0.6758  0.7023    0.73  0.7583  0.7868   0.816  0.8443
   25         PC   0.872   0.899  0.9247   0.948   0.968  0.9847   0.996       1       1       1
   26         PC       1
   27         LS       0      67
   28         UD   1.045

   29         KK      R5
   30         KM  ROUTING BASIN 5 THROUGH RESERVOIR
   31         KM  OUTLET: EX OVER OGEE WEIR AND SPILLWAY
   32         KO                                    21
   33         RS       1    ELEV     929
   34         SV       0    1.11    5.56   13.87   26.81   44.12   65.38   89.85  117.57  149.27
   35         SV  185.14  224.84  246.14  257.05  268.25  279.62  288.23  303.13  311.88  321.39
   36         SE     884     886     890     894     898     902     906     910     914     918
   37         SE     922     926     928     929     930     931     932     933     934   934.5
   38         SQ       0    15.7    44.9   181.8   539.4  1025.5  1614.3  2305.7  3096.1  3983.6
   39         SQ  4967.4  5959.6  6920.7  7871.6
   40         SE     929   929.1   929.2   929.5     930   930.5     931   931.5     932   932.5
   41         SE     933   933.5     934   934.5
   42         ST   934.5     700     2.6     1.5
   43         ZZ
```

```
*****************************************                                    *****************************************
*                                       *                                    *                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                                    *    U.S. ARMY CORPS OF ENGINEERS       *
*               JUN   1998              *                                    *    HYDROLOGIC ENGINEERING CENTER      *
*            VERSION 4.1                *                                    *          609 SECOND STREET            *
*                                       *                                    *       DAVIS, CALIFORNIA 95616         *
*  RUN DATE   23APR19  TIME  17:07:49   *                                    *           (916) 756-1104              *
*                                       *                                    *                                       *
*****************************************                                    *****************************************
```

EDGEMONT RESERVOIR DAM
PREPARED FOR HAGERSTOWN, MD
PREPARED BY HAZEN
PMP ANALYSIS
EXISTING LAND USE
6 HOUR STORM EVENT - VA PMP DISTRIBUTION
JOB No.: 30065-014
FILE: EDGEMONT_VAPMPDIST_6HR_EX.ih1
DATE: 2019-04-23
HYDROLOGIST: AGN

```
  12 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                       NMIN           2  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1JAN18  STARTING DATE
                      ITIME        0900  STARTING TIME
                         NQ        1000  NUMBER OF HYDROGRAPH ORDINATES
                      NDDATE     2JAN18  ENDING DATE
                      NDTIME        1818  ENDING TIME
                      ICENT           19  CENTURY MARK

                  COMPUTATION INTERVAL     .03 HOURS
                       TOTAL TIME BASE   33.30 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

     JP          MULTI-PLAN OPTION
                      NPLAN           1  NUMBER OF PLANS

     JR          MULTI-RATIO OPTION
                     RATIOS OF PRECIPITATION
                     .20       .30       .40       .50       .60       .70       .80       .90      1.00


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


            **************
            *            *
  14 KK     *        B5  *
            *            *
            **************
                        RUNNOFF HYDROGRAPH TO BASIN 5

  16 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           4  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE
                      IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                       IOUT          21  SAVE HYDROGRAPH ON THIS UNIT
                      ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                      ISAV2        1000  LAST ORDINATE PUNCHED OR SAVED
                     TIMINT        .033  TIME INTERVAL IN HOURS


  19 IN          TIME DATA FOR INPUT TIME SERIES
                       JXMIN           6  TIME INTERVAL IN MINUTES
                      JXDATE      1JAN18  STARTING DATE
                      JXTIME         900  STARTING TIME

               SUBBASIN RUNOFF DATA

  17 BA          SUBBASIN CHARACTERISTICS
                      TAREA        2.35  SUBBASIN AREA

               PRECIPITATION DATA

  18 PB               STORM       26.62  BASIN TOTAL PRECIPITATION

  20 PI            INCREMENTAL PRECIPITATION PATTERN
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .01       .00       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
```

.01	.01	.01	.01	.01	.01	.01	.01	.01	.01

STORAGE	283.92	288.23	295.68	303.13	307.51	311.88	321.39
OUTFLOW	2305.70	3096.10	3983.60	4967.40	5959.60	6920.70	7871.60
ELEVATION	931.50	932.00	932.50	933.00	933.50	934.00	934.50

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

					RATIOS APPLIED TO PRECIPITATION								
OPERATION	STATION	AREA	PLAN		RATIO 1 .20	RATIO 2 .30	RATIO 3 .40	RATIO 4 .50	RATIO 5 .60	RATIO 6 .70	RATIO 7 .80	RATIO 8 .90	RATIO 9 1.00
HYDROGRAPH AT	B5	2.35	1	FLOW	1199.	2218.	3269.	4326.	5383.	6436.	7484.	8530.	9571.
				TIME	5.87	5.83	5.80	5.77	5.77	5.77	5.77	5.73	5.73
ROUTED TO	R5	2.35	1	FLOW	1190.	2210.	3252.	4312.	5375.	6417.	7438.	8505.	9554.
				TIME	5.97	5.90	5.90	5.87	5.83	5.83	5.87	5.83	5.80
			** PEAK STAGES IN FEET **										
			1	STAGE	930.64	931.43	932.09	932.67	933.21	933.74	934.27	934.73	935.02
				TIME	5.97	5.90	5.90	5.87	5.83	5.83	5.87	5.83	5.80

SUMMARY OF DAM OVERTOPPING/BREACH ANALYSIS FOR STATION R5
(PEAKS SHOWN ARE FOR INTERNAL TIME STEP USED DURING BREACH FORMATION)

PLAN 1 .....

	INITIAL VALUE	SPILLWAY CREST	TOP OF DAM
ELEVATION	929.00	934.50	934.50
STORAGE	257.	321.	321.
OUTFLOW	0.	7872.	7872.

RATIO OF PMF	MAXIMUM RESERVOIR W.S.ELEV	MAXIMUM DEPTH OVER DAM	MAXIMUM STORAGE AC-FT	MAXIMUM OUTFLOW CFS	DURATION OVER TOP HOURS	TIME OF MAX OUTFLOW HOURS	TIME OF FAILURE HOURS
.20	930.64	.00	276.	1190.	.00	5.97	.00
.30	931.43	.00	283.	2210.	.00	5.90	.00
.40	932.09	.00	290.	3252.	.00	5.90	.00
.50	932.67	.00	298.	4312.	.00	5.87	.00
.60	933.21	.00	305.	5375.	.00	5.83	.00
.70	933.74	.00	310.	6417.	.00	5.83	.00
.80	934.27	.00	317.	7438.	.00	5.87	.00
.90	934.73	.23	326.	8505.	.77	5.83	.00
1.00	935.02	.52	331.	9554.	1.33	5.80	.00

*** NORMAL END OF HEC-1 ***

```
*****************************************
*                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*               JUN   1998              *
*            VERSION 4.1                *
*                                       *
*  RUN DATE   12NOV19  TIME  09:09:57   *
*                                       *
*****************************************
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*****************************************
*                                       *
*    U.S. ARMY CORPS OF ENGINEERS       *
*    HYDROLOGIC ENGINEERING CENTER      *
*          609 SECOND STREET            *
*       DAVIS, CALIFORNIA 95616         *
*           (916) 756-1104              *
*                                       *
*****************************************
```


```
X     X  XXXXXXX   XXXXX           X
X     X  X        X     X         XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10

   1          ID  EDGEMONT RESERVOIR DAM
   2          ID  PREPARED FOR HAGERSTOWN, MD
   3          ID  PREPARED BY HAZEN
   4          ID  PMP ANALYSIS
   5          ID  EXISTING LAND USE
   6          ID  6 HOUR STORM EVENT - HMR52 DISTRIBUTION
   7          ID  JOB No.:  30065-014
   8          ID  FILE:  EDGEMONT PAPMPDIST 6HR EX.ih1
   9          ID  DATE:  2019-11-12
  10          ID  HYDROLOGIST:  AGN
  11          IT       2 01JAN19     900    1000
  12          IO       4
              * 20-100% PMP
  13          JR    PREC     0.2     0.3     0.4     0.5     0.6     0.7     0.8     0.9       1

  14          KK      B5
  15          KM  RUNNOFF HYDROGRAPH TO BASIN 5
  16          KO                                      21
  17          BA    2.35
  18          PB   25.02
  19          IN      60
  20          PC       0   0.266   0.419   0.455   0.492    0.59       1
  21          LS       0      67
  22          UD   1.045

  23          KK      R5
  24          KM  ROUTING BASIN 5 THROUGH RESERVOIR
  25          KM  OUTLET: EX OVER OGEE WEIR AND SPILLWAY
  26          KO                                      21
  27          RS       1    ELEV     929
  28          SV       0    1.11    5.56   13.87   26.81   44.12   65.38   89.85  117.57  149.27
  29          SV  185.14  224.84  246.14  257.05  268.25  279.62  288.23  303.13  311.88  321.39
  30          SE     884     886     890     894     898     902     906     910     914     918
  31          SE     922     926     928     929     930     931     932     933     934   934.5
  32          SQ       0    15.7    44.9   181.8   539.4  1025.5  1614.3  2305.7  3096.1  3983.6
  33          SQ  4967.4  5959.6  6920.7  7871.6
  34          SE     929   929.1   929.2   929.5     930   930.5     931   931.5     932   932.5
  35          SE     933   933.5     934   934.5
  36          ST   934.5     700     2.6     1.5
  37          ZZ
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*****************************************                    *****************************************
*                                       *                    *                                       *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *                    *    U.S. ARMY CORPS OF ENGINEERS       *
*              JUN  1998                *                    *    HYDROLOGIC ENGINEERING CENTER      *
*            VERSION 4.1                *                    *          609 SECOND STREET            *
*                                       *                    *       DAVIS, CALIFORNIA 95616         *
*  RUN DATE   12NOV19  TIME  09:09:57   *                    *           (916) 756-1104              *
*                                       *                    *                                       *
*****************************************                    *****************************************
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EDGEMONT RESERVOIR DAM
PREPARED FOR HAGERSTOWN, MD
PREPARED BY HAZEN
PMP ANALYSIS
EXISTING LAND USE
6 HOUR STORM EVENT - HMR52 DISTRIBUTION
JOB No.: 30065-014
FILE: EDGEMONT PAPMPDIST 6HR EX.ih1
DATE: 2019-11-12
HYDROLOGIST: AGN

```
  12 IO          OUTPUT CONTROL VARIABLES
                       IPRNT           4  PRINT CONTROL
                       IPLOT           0  PLOT CONTROL
                       QSCAL          0.  HYDROGRAPH PLOT SCALE

     IT          HYDROGRAPH TIME DATA
                        NMIN           2  MINUTES IN COMPUTATION INTERVAL
                       IDATE      1JAN19  STARTING DATE
                       ITIME        0900  STARTING TIME
                          NQ        1000  NUMBER OF HYDROGRAPH ORDINATES
                      NDDATE      2JAN19  ENDING DATE
                      NDTIME        1818  ENDING TIME
                       ICENT          19  CENTURY MARK

                    COMPUTATION INTERVAL     .03 HOURS
                         TOTAL TIME BASE   33.30 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

     JP          MULTI-PLAN OPTION
                       NPLAN           1  NUMBER OF PLANS

     JR          MULTI-RATIO OPTION
                     RATIOS OF PRECIPITATION
                     .20       .30       .40       .50       .60       .70       .80       .90      1.00


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


            **************
            *            *
  14 KK     *        B5  *
            *            *
            **************
                         RUNNOFF HYDROGRAPH TO BASIN 5

  16 KO          OUTPUT CONTROL VARIABLES
                       IPRNT           4  PRINT CONTROL
                       IPLOT           0  PLOT CONTROL
                       QSCAL          0.  HYDROGRAPH PLOT SCALE
                       IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                        IOUT          21  SAVE HYDROGRAPH ON THIS UNIT
                       ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                       ISAV2        1000  LAST ORDINATE PUNCHED OR SAVED
                      TIMINT        .033  TIME INTERVAL IN HOURS


  19 IN          TIME DATA FOR INPUT TIME SERIES
                        JXMIN          60  TIME INTERVAL IN MINUTES
                       JXDATE      1JAN19  STARTING DATE
                       JXTIME         900  STARTING TIME

               SUBBASIN RUNOFF DATA

  17 BA          SUBBASIN CHARACTERISTICS
                       TAREA        2.35  SUBBASIN AREA

               PRECIPITATION DATA

  18 PB               STORM       25.02  BASIN TOTAL PRECIPITATION

  20 PI            INCREMENTAL PRECIPITATION PATTERN
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .01       .01       .01       .01       .01       .01       .01       .01       .01       .01
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
                     .00       .00       .00       .00       .00       .00       .00       .00       .00       .00
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.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
.01	.01	.01	.01	.01	.01	.01	.01	.01	.01

21 LS SCS LOSS RATE

STRTL	.99	INITIAL ABSTRACTION
CRVNBR	67.00	CURVE NUMBER
RTIMP	.00	PERCENT IMPERVIOUS AREA

22 UD SCS DIMENSIONLESS UNITGRAPH

TLAG	1.04	LAG

***

UNIT HYDROGRAPH
159 END-OF-PERIOD ORDINATES

10.	20.	30.	51.	75.	98.	126.	156.	186.	221.
261.	302.	345.	399.	453.	507.	571.	635.	699.	754.
807.	861.	903.	940.	977.	1005.	1025.	1045.	1060.	1063.
1066.	1069.	1065.	1062.	1059.	1039.	1019.	999.	976.	953.
929.	904.	877.	850.	820.	787.	753.	718.	678.	637.
597.	564.	530.	497.	472.	448.	425.	404.	383.	363.
345.	328.	311.	296.	283.	271.	259.	247.	234.	222.
212.	202.	192.	182.	172.	162.	153.	147.	140.	133.
127.	120.	113.	108.	103.	98.	93.	88.	83.	79.
76.	72.	68.	65.	61.	58.	55.	53.	50.	48.
45.	43.	41.	39.	37.	35.	33.	32.	30.	29.
27.	26.	25.	23.	22.	21.	20.	19.	18.	17.
16.	15.	15.	14.	13.	13.	12.	12.	11.	11.
10.	10.	10.	9.	9.	8.	8.	7.	7.	7.
6.	6.	5.	5.	5.	4.	4.	4.	3.	3.
3.	2.	2.	2.	1.	1.	1.	0.	0.	

*** *** *** *

STORAGE	283.92	288.23	295.68	303.13	307.51	311.88	321.39
OUTFLOW	2305.70	3096.10	3983.60	4967.40	5959.60	6920.70	7871.60
ELEVATION	931.50	932.00	932.50	933.00	933.50	934.00	934.50

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

					RATIOS APPLIED TO PRECIPITATION								
OPERATION	STATION	AREA	PLAN		RATIO 1 .20	RATIO 2 .30	RATIO 3 .40	RATIO 4 .50	RATIO 5 .60	RATIO 6 .70	RATIO 7 .80	RATIO 8 .90	RATIO 9 1.00
HYDROGRAPH AT	B5	2.35	1	FLOW	1252.	2328.	3436.	4550.	5660.	6764.	7863.	8957.	10046.
				TIME	6.60	6.60	6.57	6.57	6.57	6.57	6.57	6.57	6.57
ROUTED TO	R5	2.35	1	FLOW	1230.	2311.	3396.	4508.	5637.	6718.	7736.	8892.	9998.
				TIME	6.70	6.67	6.67	6.67	6.63	6.63	6.67	6.63	6.63
			** PEAK STAGES IN FEET **										
			1	STAGE	930.67	931.50	932.17	932.77	933.34	933.89	934.43	934.84	935.13
				TIME	6.70	6.67	6.67	6.67	6.63	6.63	6.67	6.63	6.63

SUMMARY OF DAM OVERTOPPING/BREACH ANALYSIS FOR STATION R5
(PEAKS SHOWN ARE FOR INTERNAL TIME STEP USED DURING BREACH FORMATION)

PLAN 1 .....

	INITIAL VALUE	SPILLWAY CREST	TOP OF DAM
ELEVATION	929.00	934.50	934.50
STORAGE	257.	321.	321.
OUTFLOW	0.	7872.	7872.

RATIO OF PMF	MAXIMUM RESERVOIR W.S.ELEV	MAXIMUM DEPTH OVER DAM	MAXIMUM STORAGE AC-FT	MAXIMUM OUTFLOW CFS	DURATION OVER TOP HOURS	TIME OF MAX OUTFLOW HOURS	TIME OF FAILURE HOURS
.20	930.67	.00	276.	1230.	.00	6.70	.00
.30	931.50	.00	284.	2311.	.00	6.67	.00
.40	932.17	.00	291.	3396.	.00	6.67	.00
.50	932.77	.00	300.	4508.	.00	6.67	.00
.60	933.34	.00	306.	5637.	.00	6.63	.00
.70	933.89	.00	311.	6718.	.00	6.63	.00
.80	934.43	.00	320.	7736.	.00	6.67	.00
.90	934.84	.34	328.	8892.	.60	6.63	.00
1.00	935.13	.63	333.	9998.	.87	6.63	.00

*** NORMAL END OF HEC-1 ***

CITY OF HAGERSTOWN

DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

August 12, 2019

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
William Luhn, Water Operations Manager

Subject: Update on the Warner Hollow Dam/Edgemont Reservoir Project

Action: Discussion

Water Division Staff continues to work through the project challenges for the Edgemont Reservoir and the associated Water Appropriation Permit for Edgemont. I included the previous three project updates in this memorandum for reference.

In our April meeting with MDE, MDE requested the City update the Probable Maximum Precipitation (PMP) Analysis using the Virginia methodology. The justification for this request was based on the constructability issues and expected cost increase for the reconstruction of the Ogee and Emergency Spillway. MDE Dam Safety is generally in agreement with using the VA PMP Study, which would result in less rainfall intensity and a subsequent reduction in dam improvement sizing. However, MDE Dam Safety has not fully completed their review. MDE has requested additional input on the comparison of the Virginia temporal distribution to the Pennsylvania temporal distribution because of the overlap between the two data sets. MDE's wants to ascertain the two data sets are similar to one another near our project area. Additionally, MDE has requested from the author of the VA PMP Study a release of the data for use on this particular project.

Jeremy Hise (Hazen and Sawyer) and City Staff met with MDE on May 30, 2019 to discuss the recently updated PMP analysis for the Reservoir and to acquire direction from the Maryland Department of Natural Resources (M-DNR) for the additional requirements needed to determine safe yield and conservation flow (flow-by) that were discussed with City staff and MDE during a meeting on April 19, 2019.

It was our hope that this meeting would result in clear direction so that the Edgemont Rehab design could be completed – design remains at approximately 35%. To date, the approved City funding for the Evaluation and Design is $2,800,000 with the actual expenses to date totaling $917,000. However, the following direction was provided by MDE that will result in additional delays and increased expenses:

1. M-DNR expressed concern for cold water fisheries downstream in the Little Antietam Creek, including native Brook Trout and other potentially endangered species. Fisheries would prefer a flow by that varies with natural stream flow, such as 85% passing using the Maryland Flow-By Method. Important to note is that water has not been diverted from Raven Rock to Edgemont for many years. Fisheries would like to preserve the established aquatic habitat. Limiting flow in Raven Rock to 0.2 cfs for the entire year would not accomplish this goal. M-DNR would prefer to limit how much warm water overtops the dam – this has to be assessed via modeling to minimize spill and minimize use of Raven Rock. Action required is for Hazen to assess warm water overtopping with an updated modeling effort and will be presented to MDE and M-DNR at a follow up meeting to be scheduled.

2. MDE Water Supply will require use of the Maryland Flow-By Method with any new permit appropriation or increase in existing appropriation. MDE is requiring the combined watersheds of Warner Hollow and Raven Rock to calculate the required flow-by, as prior to the dam those two streams would have combined. There will not be a flow-by requirement for Warner Hollow – DNR noted there are no known fisheries that would be impacted by this warm water supply. However, the total flow-by will increase for Raven Rock unless the flow-by calculated by the combination of both watersheds is above the flow along Raven Rock. It was also noted that any seasonal flow-by at Raven Rock would require seasonal modification of the diversion at Raven Rock. This will be accounted for in the design (i.e. removable weir, adjustable weir, etc.).

3. M-DNR will require screening at Raven Rock, but not at Warner Hollow (Edgemont Reservoir/Warner Gap Hollow Dam).Screening requirements include 0.5 fps entrance velocity and 1 mm screen mesh sizing. Screens are required because trout will not spawn in the lake (warm water). Screening will only be necessary during spawning season (October 1st to April 30th). However, DNR is concerned with adult trout getting into the reservoir during other times of the year. Therefore, some amount of screening may be required throughout the year at Raven Rock to prevent adult trout from entering Edgemont Reservoir.

4. MDE and M-DNR is also requiring an evaluation of the current condition of the existing fish ladder and it is uncertain if repairs or modifications will be required.

Staff submitted an updated funding application to MDE in January 2019. The updated funding application reflected the most recent estimated construction project cost of approximately $12 million dollars. MDE completed their review of all projects submitted and the Edgemont Rehabilitation Project was not included on the State's Intended Use Plan (IUP) for funding. As you will recall, MDE included this project on the previous IUP.

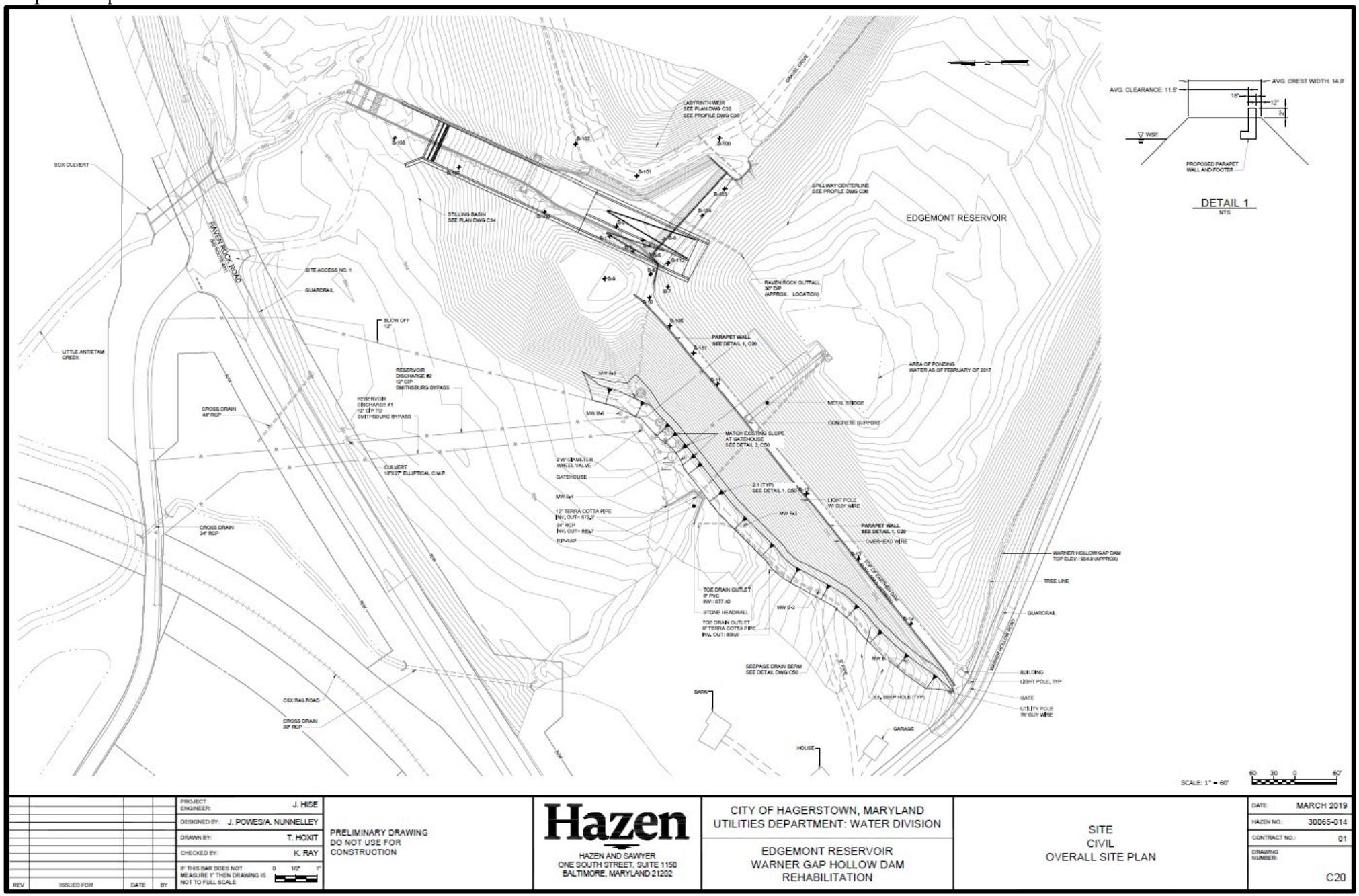
Appropriation permit renewal applications have been submitted for the Edgemont and Potomac sources. As previously indicated, MDE is now requiring, in addition to the Capacity Management Study, a Screening Study for both sources. The purpose of the screening studies is to determine the impact on fish that can enter intake pipes/structures. At this time we are not clear on the exact requirements should MDE and M-DNR require the design and installation of improvements to prevent fish from entering the intakes at each source.

Hazen and Sawyer is the Engineer of Record with MDE for Edgemont/Warner Hollow and for the RC Willson Appropriation permit applications and provided estimates for the additional requirements. The preliminary estimate to prepare the Screening Feasibility Study and Design at RC Willson is 200,000. The Edgemont Screening Feasibility Study and Design will also include a Diversion Pipe Evaluation is expected to cost $245,000. These estimates do not include construction phase engineering or actual construction costs. As you can see in the chart below, should MDE be amenable to permitting the City to utilize the Virginia Model for PMP, the cost to replace the ogee and spillway would decrease. Please note that the estimates below do not include the screening and diversion piping nor do they include any estimates for the Breichner Plant. If I were to provide a conservative estimate, I would plan for an $18M to $20M for the Edgemont/Breichner improvements. Because the RCW Plant intake is located on NPS land and extends into the Potomac, I would expect this to be a $3M to $5M dollar project.

Date	Basis	Construction Cost Estimate
03/03/2017	Ogee/Grout/Seepage	$4,727,500
1/23/2018	MD Hydrology Update Full Spillway/Grout/Seepage	$10,608,000
4/10/2019	MD Hydrology Update HMR 72-Hour Full Spillway/Grout/Seepage	$12,934,00
5/30/2019	VA PMP 6-Hour Full Spillway/Grout/Seepage	$9,678,750
5/30/2019	VA PMP 6-Hour 1-Foot Parapet Full Spillway/Grout/Seepage	$8,816,000
5/30/2019	VA PMP 6-Hour 2-Foot Parapet Full Spillway/Grout/Seepage	$7,605,250

Staff is available to answer and questions you may have or provide additional information.

Proposed Improvements – Site Plan


EDGEMONT RESERVOIR
LABYRINTH WEIR
SEE PLAN DWG C32
SEE PROFILE DWG C30
SPILLWAY CENTERLINE
SEE PROFILE DWG C36
STILLING BASIN
SEE PLAN DWG C34
RAVEN ROCK OUTFALL
30" DIP
(APPROX. LOCATION)
PARAPET WALL
SEE DETAIL 1, C20
AREA OF PONDING
WATER AS OF FEBRUARY OF 2017
METAL BRIDGE
CONCRETE SUPPORT
MATCH EXISTING SLOPE
AT GATEHOUSE
SEE DETAIL 2, C50
2:1 (TYP)
SEE DETAIL 1, C50
LIGHT POLE
W/ GUY WIRE
OVER-HEAD WIRE
WARNER HOLLOW GAP DAM
TOP ELEV.: 934.9 (APPROX)
TREE LINE
GUARDRAIL
TOE DRAIN OUTLET
8" PVC
INV.: 877.45
STONE HEADWALL
TOE DRAIN OUTLET
8" TERRA COTTA PIPE
INV. OUT: 880.0
SEEPAGE DRAIN BERM
SEE DETAIL DWG C50
BUILDING
LIGHT POLE, TYP
GATE
UTILITY POLE
W/ GUY WIRE
GARAGE
HOUSE
BARN
EX. WEEP HOLE (TYP)
SITE ACCESS NO. 1
GUARDRAIL
BLOW OFF
12"
RESERVOIR
DISCHARGE #2
12" CIP
SMITHSBURG BYPASS
RESERVOIR
DISCHARGE #1
12" CIP TO
SMITHSBURG BYPASS
CROSS DRAIN
48" RCP
CULVERT
18"X27" ELLIPTICAL C.M.P.
24" DIAMETER
WHEEL VALVE
GATEHOUSE
12" TERRA COTTA PIPE
INV. OUT= 875.9
24" RCP
INV. OUT= 869.7
RIP-RAP
CROSS DRAIN
24" RCP
CSX RAILROAD
CROSS DRAIN
30" RCP
BOX CULVERT
LITTLE ANTIETAM
CREEK
RAVEN ROCK ROAD
(MD ROUTE 67)
GRAVEL DRIVE
MW B-1
MW B-2
MW B-3
MW B-4
MW B-5
B-100
B-101
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CITY OF HAGERSTOWN

425 East Baltimore Street
Hagerstown, MD 21740-6105

DEPARTMENT OF UTILITIES

51 West Memorial Blvd
Hagerstown, MD 21740-6848

March 5, 2018

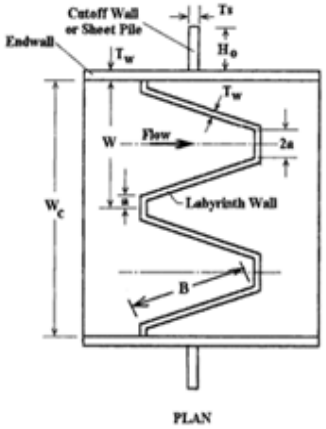
To: Valerie Means, City Administrator

From: Michael Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager

Subject: Warner Hollow Dam/Edgemont Reservoir Project

Action: Discussion

In accordance with direction provided by the Mayor and Council regarding the repair and restoration of the Edgemont Reservoir (Warner Hollow Dam), staff is reporting additional findings from the final Study/Evaluation of the Edgemont Reservoir to include additional work required and the revised cost estimate to complete this work.



PLAN

The end result of the Design Storm Evaluation (required by MDE) of the existing Ogee and Spillway is that it does not meet Dam Safety Standards. The existing ogee and spillway transition, and chute spillway cannot safely pass the Probable Maximum Precipitation (PMP Design Storm). Should the Mayor and Council decide to move forward with this work, the work will result in the removal and reconstruction of the existing concrete structures (ogee, transition spillway, and chute spillway). The new design will result in a labyrinth weir for the spillway entrance thus increasing the length of the weir from 160 feet to 400 feet. In addition to the labyrinth weir, a new spillway transition, and chute spillway will be constructed – this will be done in a manner that addresses the ongoing seepage under the existing structure.

The total estimated cost to repair the existing earthen dam and remove and replace the ogee and spillway structures to meet current Dam Safety requirements is $12,553,000. This will result in an estimated project increase amount of $6,745,500. Please note that the new estimate includes $1,945,000 for Engineering Services, $3,978,000 in Construction Contingency, and $6,630,000 in actual estimated construction expenses. The Contingency is higher than would be typical of most construction projects because of the ongoing seepage and higher potential for additional work once the concrete structures are removed. A detailed breakdown of the revised cost estimate can be found on page 2 of this memorandum.

The project schedule will be modified once staff has received additional direction from the Mayor and Council based on the information provided herein and once we receive the funding ranking/rating from MDE. Please see attached memorandum from March 2017 for previous funding needs and project schedule.

As a reminder and directly related to the Edgemont Reservoir restoration/rehabilitation project are the upgrades to the Breichner WTP. While an in-depth engineering evaluation has not been completed, a summary of needed improvements has been completed and the current estimate to upgrade the Breichner WTP is approximately $4.9 million.

Brief project update - staff continues to work on the Traveling Screen & Tank Mixing Project and will request Mayor and Council approval of the funding documents at the March 20th meeting. The EWIP project continues to move forward as well and is currently grant funded.

As always, staff is available to answer and questions you may have regarding the work completed to date and future planned work.

Edgemont Reservoir Dam Rehabilitation
Conceptual Budget Estimate

	Budget
Engineering Services	
Heavy Civil	$280,000
Structural Design	$340,000
Geotechnical Engineering	$100,000
Project Bidding	$50,000
Sub-Total	$770,000
Construction Services	
Construction Administration	$200,000
Dam Embankment Monitoring & Testing	$250,000
Grout Curtain Monitoring	$80,000
Spillway Monitoring & Testing	$500,000
Sub-Total	$1,030,000
Post Construction Services	
As-Built Surveys	$15,000
Monitoring Point Surveys	$25,000
Piezometer Readings	$50,000
Monitoring (12-Months)	$55,000
Sub-Total	$145,000
Construction	
Dam Rehabilitation	$500,000
Grout Curtain Enhancement	$900,000
Ogee Weir & Spillway Demolition	$700,000
Weir Structure Replacement	$760,000
Spillway Replacement	$2,900,000
Spillway Excavation	$710,000
Access Improvements	$160,000
Sub-Total	$6,630,000
Construction General Conditions & Division 1 (25%)	$1,657,500
Construction Contingency (35%)	$2,320,500
Construction Total	$10,608,000

	Budget
Engineering Services	$770,000
Construction Services	$1,030,000
Post Construction Services	$145,000
Construction	$10,608,000
Project Total	**$12,553,000**

CITY OF HAGERSTOWN

425 East Baltimore Street
Hagerstown, MD 21740-6105

DEPARTMENT OF UTILITIES

51 West Memorial Blvd
Hagerstown, MD 21740-6848

March 10, 2017

To: Valerie Means, City Administrator

From: Nancy Hausrath, Water Operations Manager
Michael Spiker, Director of Utilities

Subject: Edgemont Reservoir Improvements

Action: Discussion

Per previous discussions with the Mayor and Council, the following is supplied as a preliminary summary of findings resulting from the ongoing Edgemont Reservoir evaluation performed by Hazen and Sawyer Engineering. The evaluation of current conditions has been completed and preliminary recommendations are also complete. The primary focus of the evaluation was the repair and rehabilitation of the existing structures (earthen dam and the emergency spillway). To this end, the following improvements are being considered to address issues with both the earthen dam and emergency spillway:

1. Dam Rehabilitation which will require actual work to the earthen embankment at the toe to include toe drains, seepage drains, and modifications to the plunge pool. Work may also include the installation of a chimney drain and toe drain outlets. The cost for this work is estimated at $500,000.

2. Grout Curtain/Grout Enhancements which will include taking advantage of the work that was completed in the 1960's and 1990's upstream of the spillway and crossing the earthen embankment. Work will also include the installation of a new grout curtain that will essentially "weave together pre-existing grouting to new grouting" to create a grout mesh barrier. Testing and analysis will be ongoing throughout the installation to ensure the end effectiveness of the grout curtain. The cost for this work is estimated at $900,000.

3. Spillway Re-Construction which will require the removal of a section of the existing emergency spillway and the ogee wall. Once partial removal of the structure is completed, an evaluation of the existing underdrain will occur as will an evaluation of the 30" raw water conveyance line from Raven Rock. Repairs will be made as required to address subsurface seepage issues under this structure. The cost for this work is estimated at $1,500,000.

4. Access Improvements will be required to enable needed access of construction equipment. Where feasible, the access improvements will remain in-place. Because of the nature of the work and work-site, some of the construction access improvements will have to be removed to allow for use of the reservoir. The cost for this work is estimated at $150,000.

Because of the nature of this work, construction phase engineering and post construction services will be extensive and are estimated at $656,000. Construction phase engineering services will include general construction administration ($75,000), dam embankment monitoring and testing ($150,000), grout curtain monitoring ($60,000), and spillway monitoring and testing ($250,000). In August Mayor and Council reviewed and approved the Study,

Design and Bidding Engineering Proposal from Hazen and Sawyer with an estimated cost of $415,000. Total Design, Construction, and Post-Construction Engineering Services are estimated at $1,080,000.

At this juncture, staff is recommending that we acknowledge the potential for latent conditions that can potentially increase and/or modify the scope of work and as such is including a sizable construction contingency of $1,677,500. It is possible that this contingency amount will not be fully utilized and it is staff's hope that the contingency amount will not increase as a result of latent conditions discovered during construction.

With the aforementioned in mind, the total estimated cost to complete the MDE Dam Safety Division required improvements to allow the City to place the Edgemont Reservoir back in service is $5,807,500. The below chart provides the estimated costs in table format.

	Budget
Engineering Services	
Heavy Civil	$120,000
Structural Design	$230,000
Geotechnical Engineering	$30,000
Project Bidding	$35,000
Sub-Total	$415,000
Construction Services	
Construction Administration	$75,000
Dam Embankment Monitoring & Testing	$150,000
Grout Curtain Monitoring	$60,000
Spillway Monitoring & Testing	$250,000
Sub-Total	$535,000
Post Construction Services	
As-Built Surveys	$15,000
Monitoring Point Surveys	$15,000
Piezometer Readings	$50,000
Monitoring (12-Months)	$50,000
Sub-Total	$130,000
Construction	
Dam Rehabilitation	$500,000
Grout Curtain Enhancement	$900,000
Spillway Reconstruction	$1,500,000
Access Improvements	$150,000
Sub-Total	$3,050,000
Construction General Conditions & Division 1 (25%)	$762,500
Construction Contingency (30% - AACE Class 5 Estimate)	$915,000
Construction Total	$4,727,500

	Budget
Engineering Services	$415,000
Construction Services	$535,000
Post Construction Services	$130,000
Construction	$4,727,500
Project Total	**$5,807,500**

The project continues to be on schedule – below is the schedule that was provided in August 2016 to both Mayor and City Council and MDE-Dam Safety. Important to note: at this time MDE-Dam Safety is satisfied with the progress and direction of the project and a Consent Agreement has not been drafted. It is Staff's hope that we can continue in this manner and eliminate the need for a future Consent Agreement.

	Milestone:	Start Date	End Date	Duration	Cumulative Duration
1.	Supplemental Investigation/Design Evaluation	6/1/2016	1/31/2017	8	8
2.	Dam Recommendation Review by City and MDE	2/1/2017	3/31/2017	2	10
3.	Design Contracting	4/1/2017	5/31/2017	2	12
4.	Dam Repair/Rehabilitation Design (or Alternative Design)	6/1/2017	1/31/2018	8	20
5.	Construction Bidding	2/1/2018	5/31/2018	4	24
6.	Construction	6/1/2018	6/1/2019	12	36
7.	Post Construction Monitoring	6/1/2019	6/1/2020	12	48

In order for City Staff, Engineering Staff and Contractors to work safely through the project's completion, we recommend that hunting on Watershed Property be suspended. Additionally, staff continues to work with Aaron Cook of the MD Department of Natural Resources to utilize best management practices of our Watershed Management Plan. The Plan may include the thinning of select timber which will be presented to the Mayor and Council at a future work session.

Directly related to the Edgemont Reservoir restoration/rehabilitation project are the upgrades to the Breichner WTP. De-commissioning is ongoing and will be completed this summer. While an in-depth engineering evaluation has not been completed, a summary of needed improvements has been completed and the current estimate to upgrade the Breichner WTP is approximately $4.9 million as detailed in the chart on the following page.

It was requested that an estimated cost to decommission the Edgemont Reservoir and Breichner WTP be provided and that estimate is between $3 and $4 million. Should a decision be made to t to proceed with decommissioning these facilities, staff would need to work Hazen to develop a scope of services.

Attached to this memorandum are several schematics showing the areas that have been evaluated and the planned areas where the improvements will occur.

As always, staff is available to answer and questions you may have regarding the work completed to date and future planned work.

Costs to Renovate the Breichner WTP

	Budget
Engineering Services	
Civil	$50,000
Mechanical	$250,000
Discipline Engineering/Support	$150,000
Project Bidding	$20,000
Sub-Total	$470,000
Construction Services	
Construction Administration	$125,000
Monitoring & Testing	$75,000
Onsite Observation	$250,000
Sub-Total	$450,000
Post Construction Services	
As-Builts	$25,000
Miscellaneous	$30,000
Sub-Total	$55,000
Construction	
Ammonia Feed System	$250,000
SCADA System	$650,000
Clarifier Improvements	$750,000
Iron and Manganese Improvements	$250,000
Filter Renovations	$225,000
Analytical Equipment Replacement	$150,000
Raw and Finished Water Chemical Feed Improvements	$175,000
Miscellaneous Improvements	$75,000
Sub-Total	$2,525,000
Construction General Conditions & Division 1 (25%)	$631,250
Construction Contingency (30% - AACE Class 5 Estimate)	$757,500
Construction Total	$3,913,750

	Budget
Engineering Services	$470,000
Construction Services	$450,000
Post Construction Services	$55,000
Construction	$3,913,750
Project Total	**$4,888,750**

CITY OF HAGERSTOWN

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

February 16, 2016

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager

SUBJECT: Edgemont Reservoir and W.M. Breichner Water Treatment Plant

ACTION: Discussion

Edgemont Background

The Edgemont Reservoir (Warner Gap Hollow Dam) constructed in 1902 is the raw water supply for the W.M. Breichner Water Treatment Plant (BWTP). In 1993, major reservoir work was completed which resulted in modification of the spillway capacity, construction of a new intake tower, re-lining of the existing 30" cast-iron drawdown pipe, construction of a new concrete emergency spillway, and removal of 20,000 cubic yards of silt.

Recent inspections (beginning in 2006) have revealed areas of concern near the left abutment of the downstream toe to include a wet area, missing and exposed toe-drain pipe, and tree root intrusions into the earthen embankment. As a result of the 2006 findings, the City contracted with Triad Engineering in 2007 to perform a geophysical investigation to determine the source and extent of the spillway channel seepage. This study included a microgravity survey, self-potential, and electrical imaging measurements which resulted in a schematic of subsurface moisture and seepage pattern.

As a result of the 2007 Study and as required by Maryland Department of the Environment – Dam Safety Division (MDE-DS) and to control the seepage traveling beneath the dam and possibly through the lower portion of the dam, the City contracted with Triad Engineering to prepare plans and specifications to construct a subsurface interceptor drain and remove root intrusions – this work was completed in 2009/2010 in an effort to ensure stability of the structure.

Current Status and Needs of Edgemont:

In December 2013, a new seep formed at the toe of the earthen embankment near the left downstream abutment. The flow from this seep is directly related and proportional to the pool elevation in the reservoir and as such, the reservoir has been maintained a minimum of six (6) feet below the emergency spillway elevation.

The City met with officials from MDE-DS in February 2014 to discuss this seepage and recommendations for remediation. Resulting from this meeting and subsequent site inspection(s), MDE-DS provided follow-up correspondence detailing the required work. This correspondence also provides notice that MDE-DS intends to draft a formal Consent Agreement to establish timeframes for permanent repair or removal of the Edgemont Reservoir/Warner Gap Hollow Dam (correspondence attached). This Agreement will be drafted following a second resistivity study to determine if the nature and magnitude of the seepage under the emergency spillway has changed significantly.

As required by MDE-DS, staff worked with Triad Engineering to complete the required engineering proposals for a Dam Breach Analysis, Geotechnical Evaluation of the Spillway Floor, and a Geotechnical Evaluation of the Toe Seepage. These proposals were presented to Mayor and City Council in November of 2014 for review and approval. A kick-off meeting was held on January 28, 2015 with Triad Engineering to complete this work. Triad Engineering completed the study and subsequent report (attached) which identifies needed work and preliminary engineering and construction estimates as follows:

ITEM		ESTIMATED COST
1.a.	Spillway Floor Evaluation	$18,000 to $25,000
1.b.	Construct Blanket/Toe Drain	$40,000 to $60,000
1.c.	Control Reservoir Elevation	$75,000 to $250,000
4.	Filling Voids Under Spillway Floor and Retaining Wall Foundation	$75,000 to $150,000
5.	Perform Extensive grouting Program	$2,000,000 to $2,500,000
6.	Complete Removal of the Embankment/Structures and Restoration	$3,000,000 to $4,000,000
Estimated costs should be considered approximate. Refined costs can be obtained at the completion of the study period		

Based on the most recent annual inspection performed by MDE on May 19, 2015, the current condition of the dam is considered unacceptable due to ongoing seepage problems at the right abutment and under the spillway. In summary, The Edgemont Reservoir is classified as a High Hazard Dam meaning that failure of the dam could lead to catastrophic damage and loss of life. Based on the current EAP and detailed breach analysis completed in October 2015, a total of 77 property owners would be affected if a failure of the embankment would occurred. In addition, 13 bridge/culvert type structures and up to 8 miles of roadway would be inundated during a breach. Any structural damage to the railroad bridge could result in a long-term delay of the railroad track use. The following sections of this report will evaluate and determine the most appropriate remedial action to restore the embankment to a condition acceptable to MDE. Please note that remediation may include a recommendation to breach the reservoir and restore the site to its original condition. Should this occur, staff will likely recommend a hydrologic study to determine the viability of a ground water supply (well system) for the BWTP.

To comply with Maryland Department of the Environment Dam Safety Division (MDE-DS) requirements, the City has retained the services of Triad Engineering. Triad Engineering, in conjunction with City staff, continue to collect monitoring well data (changes in ground water levels associated with reservoir pool elevation) and conduct routine dry and wet weather site inspections of the earth embankment.

Current Status and Needs of the W.M. Breichner Water Treatment Plant:

CIP C0405 contains requested funding of $4.3 million through FY19 for upgrades (engineering and construction costs) and CIP0820 contains requested funding for $600,000 for the required SCADA upgrades. These costs are based upon assumptions utilizing the current source of supply.

Per our discussions detailed above regarding the dam/reservoir, engineering and design parameters may change if the current source of supply is no longer a valid option. The preliminarily discussion of the option of utilizing ground water supply (well system) with MDE and our engineering consultant is forthcoming. In order to utilize a well system, studies must occur detailing the aquifer/hydrologic capabilities of the site, local and state requirements, and final permitting through the MDE.

The bulleted discussion points contain options related to the anticipated compliance, regulatory, public safety requirement and financial obligations of the Water Division. Any costs associated with the following are estimates derived through discussions between Staff and Triad Engineering;

- The repair of the existing Edgemont dam (grout injection and sub-soil stabilization at the toe and repair of the spillway) may well approach $3to $5million. If repairs of this nature were to be completed, the City still has associated liabilities and responsibility for the operation of a dam that is over 110 years old.
- If the cost benefit analysis of the Edgemont dam repairs exceeds a threshold of the costs associated with a change in water supply treatment, the breaching of the reservoir and restoration of the site is estimated at $3to $4 million. Total site restoration of the property may require the removal of the existing structures located at the reservoir.
- Estimated study costs of the initial ground water system to be located at the BWTP are approximately $100,000 – this estimate can be refined should the Mayor and Council wish to pursue this option.
- CIP CO405 will require further engineering studies to determine cost estimates required to attain the change in the source supply treatment parameters.
- If the Edgemont dam was breached and the property returned to a more natural state, the need for a watershed protection area is eliminated. The consideration of the sale of a portion of the approximately 1300 acres would greatly assist in the offset of any of the aforementioned costs associated with a change in water supply treatment. A major point of consideration would be retaining sufficient property utilized as a buffer for the Appalachian Trail per our 2006 agreement ($800,000 one-time payment).

Staff is available to further discuss requirements, options, schedules, funding, etc., should you have questions regarding future requirements regarding the long term viability of the Edgemont Reservoir and the Breichner WTP.

℄ SERVICE ROAD

STATION	BEARING	DISTANCE
0+00 ℄ Ex. Rd.		
	N46°00'18"W	38.26'
0+38.26 P.C.		
CURVE No.6	Ch.N51°04'28"W	35.34'
0+73.65 P.T.		
	N56°08'38"W	215.71'
2+89.36 P.C.		
CURVE No.7	Ch.N43°06'12"W	67.69'
3+57.64 P.T.		
	N30°03'47"W	150.78'
5+08.43 P.C.		
CURVE No.8	Ch.N20°35'03"E	77.33'
5+96.82 P.T.		
	N71°13'53"E	127.83'
7+24.65 ℄ Ex. Rd.		

Edward A. Sapp III

Remove accumulated debris in outlet structure down to original invert. Repair/improve outlet protection as directed by the Engineer if read.

Limits of television inspection, cleaning, lining, and testing the 30" reservoir drain. For enlarged plan see C-9.

Limit of television inspection, cleaning, lining and testing the 12" reservoir discharges. For Enlarged Plan see C-9

Transition Typical Service Road Section to Existing Road

Traffic Barrier W Beam with End Section 28 Post @ 6.25'c/c=175.00'. For Detail See Maryland Department of Transportion SHA Standard No. MD.-660.01 Bound in the Specification.

Typical Service Road Section

Limit of Clearing and Grubbing

Transition Existing Road to Typical Service Road Section.

Ex. Dirt Service Rd.

Riprap Road Ditch For Detail See C-3

Riprap Class I Bank Protection For Detail, See C-3

Remove & Relocate 30" R.W. Supply, For Profile & Detail See C-8.

Area of silt Removal For Construction of Control Tower and New Piping

CONTROL TOWER

For Enlarged Plan, Profiles and Stakeout See C-7. For Structural Details See S-2, S-3 & S-4

Pedestrian Access Control Tower Bridge See S-14

Top Dam Elev. 934.50

Existing Footbridge

0+00 ℄ Spillway = 1+22 ℄ Ogee

12" BLOW-OFF

24" Drain

Raven Rock Hollow Run

Little Antietam Creek

RAVEN ROCK HOLLOW ROAD

MD. ROUTE 491

12" Discharge #2 By Pass Smithsburg Flume & Basin

12" Discharge #1 To Smithsburg

12" Discharge

30" Reservoir Drain

Remove Existing Concrete Spillway and Footbridge For Enlarged Plan and Profile of New Spillway, See C-4

℄ Spillway

Sta. 0+05 Inv. 862.06 Riprap Class II For Enlarged Scale, See C-4

Sta. 1+10 Inv. 861.46 6" P.V.C. Drain Perforated

Sta. 4+99 = Sta. 0+00 Inv. 862.05

For Lined Waterway See C-10 & C-12

Pedestrian Access Spillway Bridge For Detail See S-14.

30" R.W. Supply Manhole No.1 For Detail See C-8

Ex. Dirt Service Road

Transition Shoulder to Existing Shoulder

7+24.65

E 20,500 N 10,000

E 19,750 N 10,500

E 19,750 N 10,000

Light Pole P.K. Nail

3" Pipe 2' Out Qr.

H841 Rebar & Cap

Ex. Spillway

H842, H843, H844 & H845 R.R. Spike

12" Hick P.K. Nail

10" Beech P.K. Nail

10" Maple P.K. Nail

To H845

H846 Rebar & Cap

15" Pine

12" Pine

15" Pine

To H842

To M2528

H847 Hub

Bench Mark #73
Square Cut on Top N.E. Corner Concrete Headwall of Culvert at Md Route 491 at Little Antietam Creek

H841
23.13'
H842
105°38'49"
H843
15.00'
H844
90°
13.81'
90°
P.O.T. 1+77.23
4.85'
P.O.L. 4+99 @ Spillway at End Baseline Spillway
H846
H845
0+00 @ Spillway = 1+22 @ Ogee
Baseline Ogee
H847
150°13'49"
M2528
P.I. Curve No.8
P.O.T. 3+51.14
℄ Access Road
P.I. Curve No.7
42.26' Offset
P.O.L. Traverse 1+28.78
M2529
P.O.L. Traverse 2+47.20
P.I. Curve No.6
4.68' Offset
M2530

STAKEOUT
BASELINE SPILLWAY AND SERVICE ROAD

TRAVERSE		
P. I.	BEARING	DISTANCE
H841		
	N61°32'16"E	278.80'
H842		
	N24°59'60"E	170.84'
H843		
	N25°59'34"E	173.87'
H844		
	N25°04'51"E	164.67'
H845		
	N21°48'47"E	147.95'
H846		
H842		
	N59°32'53"E	91.65'
H847		
	S28°12'00"E	99.49'
M2528		
	S52°14'37"E	150.29'
M2529		
	S45°35'06"E	348.12'
M2530		

Existing Contours
Proposed Contours
Woods
P.I. Traverse
Boring
Test Pit
Existing Road
Proposed Road
Existing Supply
Existing Reservior Drain
Proposed Raw Water
Traffic Barrier
Utility to be Removed
Exist Reservoir Discharge

BORINGS	
No.	Elev.
E-1	933.2
E-2	933.0
E-3	929.4
E-4	939.7
E-5	925.6
E-6	896.2
E-7	879.6
E-8	872.7
E-9	868.8
B-10	Top of Silt 852.2
E-11	872.3
E-12	915.0
E-13A	957.0
E-13B	929.1
E-14	887.4
E-15	866.9

Curve No.8
Δ=101°17'39"
R=50'
T=60.97'
L=88.40'

Curve No.7
Δ=26°04'51"
R=150'
T=34.74'
L=68.23'

Curve No.6
Δ=10°08'20"
R=200'
T=17.74'
L=35.39'

RECORD DRAWINGS

WHITMAN, REQUARDT AND ASSOCIATES ENGINEERS BALTIMORE, MARYLAND	DESIGNED R.B.C. DRAWN P.L.B CHECKED R.B.C	CITY OF HAGERSTOWN MARYLAND	EDGEMONT DAM

EXISTING SITE, GRADING AND STAKEOUT PLAN

GRAPHIC SCALE 1"=50' (50' 0 50')

REV.	DESCRIPTION	DATE	NAME

DATE	DRAWING NO.
MAY, 1991	C-3
PROJECT NO.	SHEET NO.
03-804-168	30F 26

55-58-10-03

A & E INC. BALTIMORE
W.O. 50156

PROJECT BENCHMARKS				
POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
73	MW B-6	727986.47	1157682.43	879.706
74	MW B-4	727894.57	1157619.43	879.755
75	EX MH	728040.22	1158042.05	935.858

N

LOW-WATER CROSSING

SITE ACCESS NO. 3

TREE LINE

TREE LINE

STORM DRAIN 15" CMP

EDGEMONT RESERVOIR

RAVEN ROCK OUTFALL
30" DIP (APPROX LOCATION)

INTAKE STRUCTURE

BRIDGE

DRAIN PIPE 30" CIP W/
24" HOBAS FIBERGLASS PIPE
SLIPLINED

WARNER HOLLOW GAP DAM

R/W

RAVEN ROCK
HOLLOW RUN

RAVEN ROCK OUTFALL
30" TERRA COTTA PIPE
(APPROX LOCATION)

BRIDGE

BENCHMARK # 75
EX MH
(SEALED, TYPE
UNDETERMINED)

FENCE

CONCRETE
SPILLWAY

TREE LINE

BOX CULVERT
DBL 10'x15'

SITE ACCESS NO. 1

BLOW OFF
12"

ROAD CULVERT
24" RCP

DW CULVERT
18"X27" ELLIPTICAL CMP

RESERVOIR DISCHARGE #2
12" CIP SMITHSBURG BYPASS

RESERVOIR DISCHARGE #1
12" CIP
TO SMITHSBURG

CROSS DRAIN
48" RCP

BENCHMARK NO. 73
MONITORING WELL B-6

GATE HOUSE

BENCHMARK NO. 74
MONITORING WELL B-4

STONE HEADWALL

TREE LINE

RAVEN ROCK ROAD
(MD ROUTE 491)

LITTLE ANTIETAM
CREEK

CSX RAILROAD

ROAD CULVERT
30" RCP

FRUIT TREE DRIVE

BARN

GARAGE

HOUSE

SITE ACCESS NO. 2

R/W

WARNER HOLLOW ROAD

ROAD CULVERT
(APPROX LOCATION)

SCALE: 1" = 100'

100 50 0 100'

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	J. HISE
DESIGNED BY:	J. POWERS/A. NUNNELLY
DRAWN BY:	T. HOXIT
CHECKED BY:	K. RAY

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION

Hazen

HAZEN AND SAWYER
ONE SOUTH STREET, SUITE 1150
BALTIMORE, MARYLAND 21202

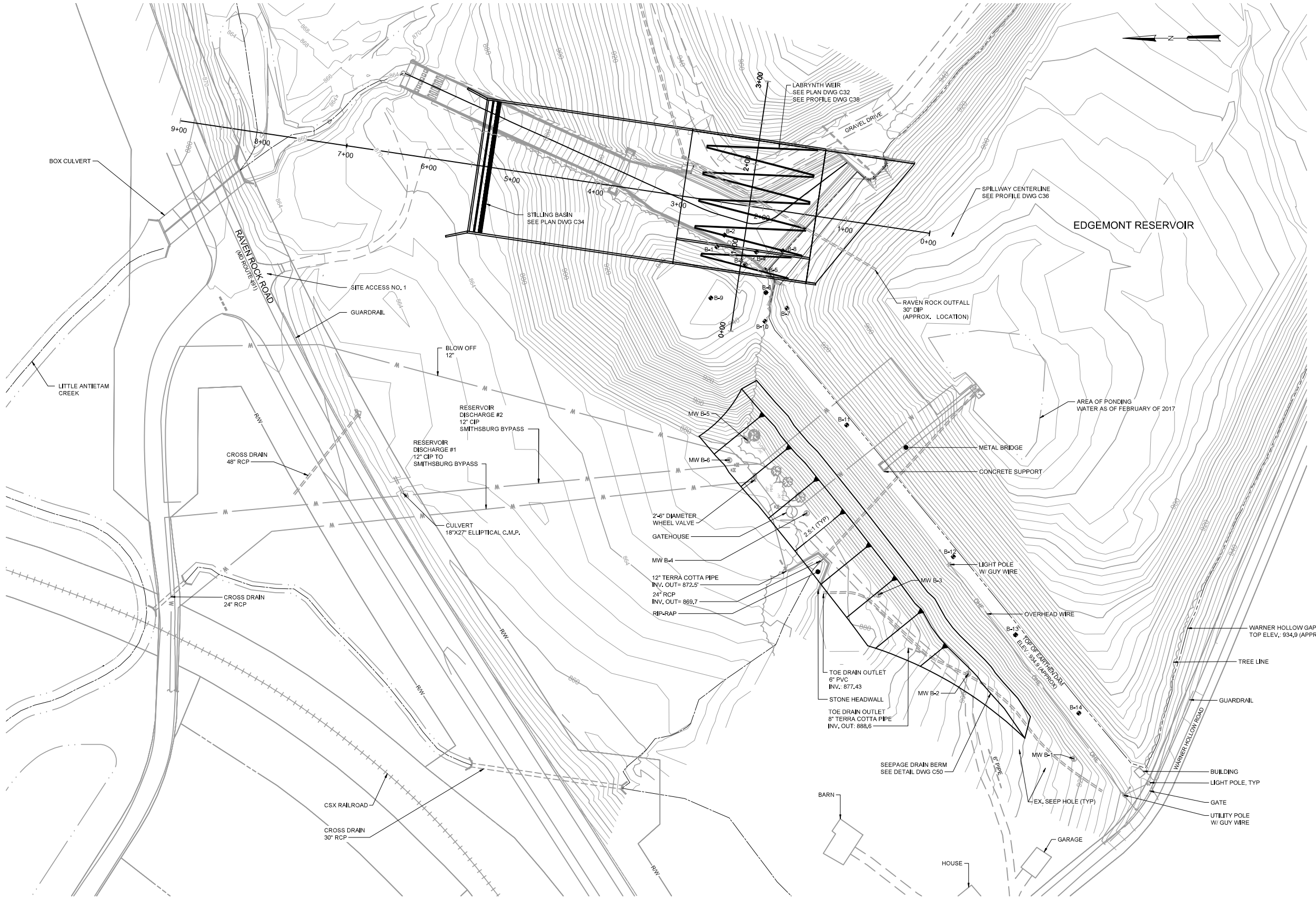
CITY OF HAGERSTOWN, MARYLAND
UTILITIES DEPARTMENT: WATER DIVISION

EDGEMONT RESERVOIR
WARNER GAP HOLLOW DAM
REHABILITATION

SITE
CIVIL
EXISTING CONDITIONS PLAN

DATE:	MARCH 2019
HAZEN NO.:	30065-014
CONTRACT NO.:	01
DRAWING NUMBER:	C01

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PLOT DATE: 3/11/2019 10:24 AM BY: THOXIT



SCALE: 1" = 60'

60 30 0 60'

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	J. HISE
DESIGNED BY:	J. POWES/A. NUNNELLEY
DRAWN BY:	T. HOXIT
CHECKED BY:	K. RAY

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR CONSTRUCTION

Hazen

HAZEN AND SAWYER
ONE SOUTH STREET, SUITE 1150
BALTIMORE, MARYLAND 21202

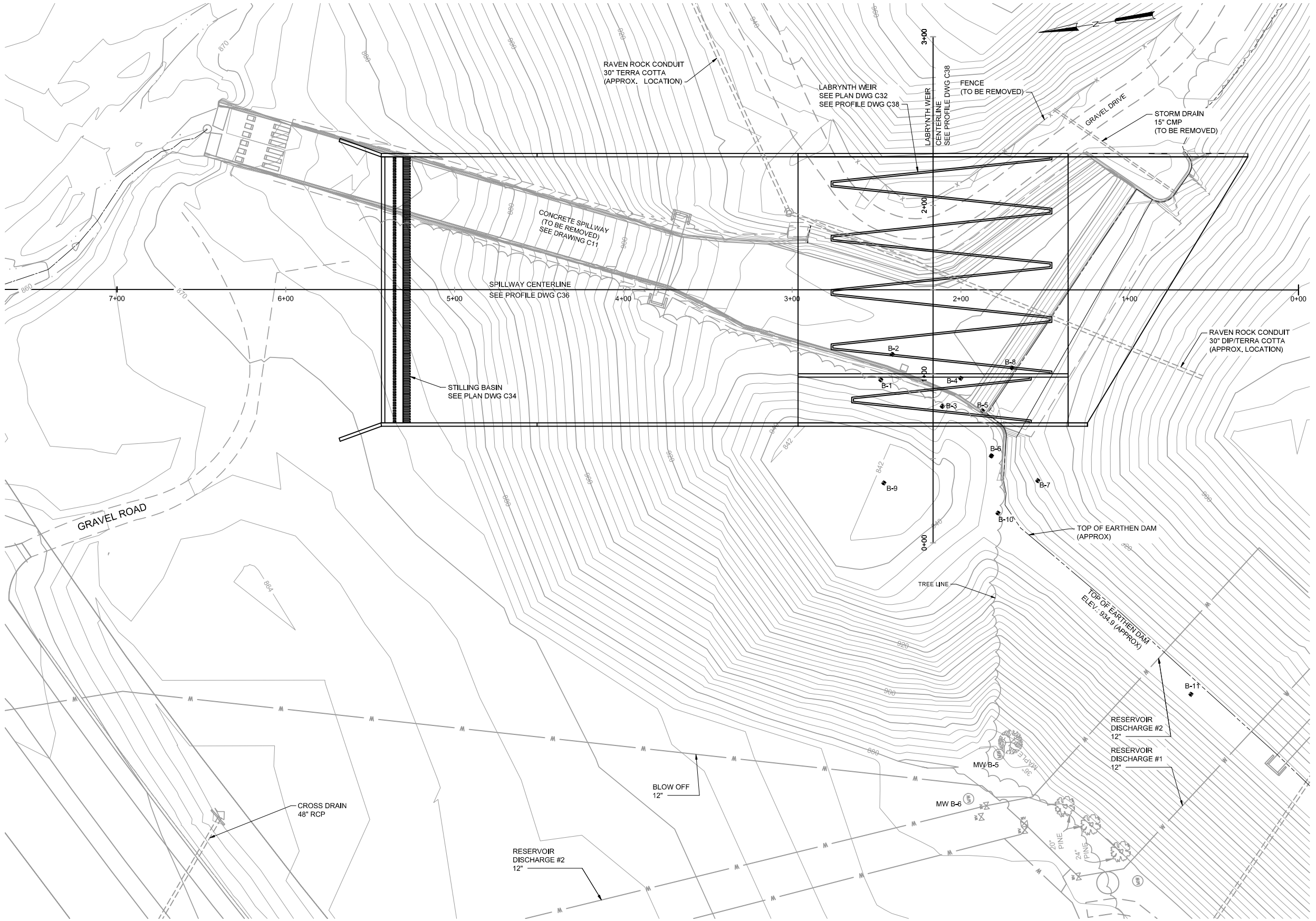
CITY OF HAGERSTOWN, MARYLAND
UTILITIES DEPARTMENT: WATER DIVISION

EDGEMONT RESERVOIR
WARNER GAP HOLLOW DAM
REHABILITATION

SITE
CIVIL
OVERALL SITE PLAN

DATE:	MARCH 2019
HAZEN NO.:	30065-014
CONTRACT NO.:	01
DRAWING NUMBER:	C20

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PLOT DATE: 3/11/2019 10:29 AM BY: THOXIT



SCALE: 1" = 30'

30 15 0 30'

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	J. HISE
DESIGNED BY:	J. POWERS / A. NUNNELLEY
DRAWN BY:	T. HOXIT
CHECKED BY:	K. RAY
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR
CONSTRUCTION

Hazen

HAZEN AND SAWYER
ONE SOUTH STREET, SUITE 1150
BALTIMORE, MARYLAND 21202

CITY OF HAGERSTOWN, MARYLAND
UTILITIES DEPARTMENT: WATER DIVISION

EDGEMONT RESERVOIR
WARNER GAP HOLLOW DAM
REHABILITATION

SITE
CIVIL
OVERALL SPILLWAY PLAN

DATE:	MARCH 2019
HAZEN NO.:	30065-014
CONTRACT NO.:	01
DRAWING NUMBER:	C30

File: O:\30065a\TL\30065-01-HCAD_BMGN.dwg Saved by THOXIT Save date: 3/7/2019 3:12 PM
PLOT DATE: 3/11/2019 10:25 AM BY: THOXIT

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water/Wastewater Rate Model Update - *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
RATE_MODEL_DISCUSSION_FINAL_MEMO_02112025.pdf	Memo - Water and Wastewater Rates (with attachments)

CITY OF HAGERSTOWN, MARYLAND

Utilities Department
1 Clean Water Circle • Hagerstown, MD 21740
Telephone: 301-739-8577, ext. 650
Website: www.hagerstownmd.org

February 5, 2025

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
Ashley Newcomer, Financial Manager
Tyler Puffenberger, Deputy Director of Utilities

Action: Discussion - Water/Wastewater Rate Model Update

As requested by the Mayor and City Council, please find attached a proposal from NewGen Strategies to reevaluate the Water and Wastewater Rate Model and to prepare multiple recommendations for consideration.

As detailed in the proposal, the water and wastewater rate study update will evaluate various rate and policy alternatives and their impacts on the City's expenses, revenues, and cash balances, as well as customer bills. The following rate and policy alternatives will be evaluated.

1. Replacing current tiered rates with unit rates
2. Removing class differentials (between residential and non-residential)
3. Evaluating the billing of fixed fees and fireline fees for customers with fireline
4. Developing an "Inside Joint" wastewater fee (due to new City development with a pump station flowing to the County)
5. Moving all non-residential customers to monthly (keeping rate code "R" as quarterly)
6. Sewer Billing Analysis for sewer deduct meters and/or irrigation meters

Attached also is the 2005 Memo to Mayor and Council from staff adopting the rate model that is currently used to determine required revenue and customer rates. Additionally the staff memo for the adoption of the first 5-year rate plan which became effective on November 1, 2009 for Fiscal Year 2010 through FY2014 is included for reference. Rates were adopted in January 2014 for FY15 through FY19. In Feb 2019 rates were adopted for FY20 through FY24.

As was discussed prior to the adoption of the FY25 and FY26 water and sewer rates, the Mayor and City Council can amend the existing rates via ordinance once the current rate model work is completed.

Staff will provide updated documents during the meeting.

NewGen Strategies & Solutions

900 Bestgate Road
Suite 402
Annapolis, MD 21401
Phone: (443) 951-0355

January 9, 2025

Ashley Newcomer
Utilities Financial Manager
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

Subject: **Water and Wastewater Rate Study Update (FY 2026)**

Dear Ms. Newcomer:

Thank you for the opportunity to continue working with the City of Hagerstown. Based on our recent communication, I have prepared a brief scope of work and fee estimate to update the Water and Wastewater Rate Study for the City. The scope of work outlines the tasks necessary to complete an update to the comprehensive water and wastewater rate analysis.

We look forward to working with the City on the update. If you would like to discuss any aspect of this work, please contact me at (443) 951-0355 or by email at mmaker@newgenstrategies.net.

Very truly yours,

Michael Maker

Michael Maker
Partner
NewGen Strategies & Solutions, LLC

The following document presents our proposed scope of work and fee estimate for a water and wastewater rate study update for the City of Hagerstown.

Scope of Work

Below are ten tasks (and one optional task) proposed to complete the study update in a timely and comprehensive manner.

Task 1 – Data Review

We will submit a data request to the City and, once the data request has been submitted, have a call with the City to discuss the data needs as well as what has changed since the previous study was completed.

Task 2 – Revenue Requirements

The data provided by the City will be used to update the comprehensive water and wastewater financial model. The model will continue to be used to determine the full cost (revenue requirements) of separately operating and maintaining the City's water and wastewater systems. The water and wastewater system revenue requirements that will be updated in the model include:

- Assumptions
- Operating and maintenance expenses
- Miscellaneous revenues
- Debt payments
- Capital improvement projects and funding sources (e.g., cash, debt, etc.)
- Repair, replacement, and rehabilitation reserve
- Cash balances

The model will facilitate sensitivity analysis based on various input assumptions such as customer growth rates, interest rates, and inflation rates.

Task 3 – Customer and Usage Data

The City will be asked to provide the most current customer and usage data for the water and wastewater systems dating back to the most recent actual data within the current model. We will organize the updated data and base all future projections on the most recent full fiscal year of data. We will determine, based on the City's plans, the projected rate of customer and consumption growth for the new projection period.

Task 4 – Financial Plan

The update will include projecting the City's costs for water and wastewater for the next ten years, including updates to the current rate design for the next ten years using the updated revenue requirements and consumption data. A financial plan and rates will be recommended for the next five years. We will update any recommendations regarding fund balances. Sample bill impacts will be

developed for small, median, and large customers. The comparison to surrounding utilities will also be updated.

Task 5 – Benefit Charges

The City currently collects benefit charges from new customers joining the water and wastewater system. Benefit charges are growth-related fees intended to recover the capital costs of backbone capacity in the water and wastewater system (i.e., major mains, interceptors, pumping stations, and facilities) needed to provide service to new customers. We will update the benefit charges for the City's new water and wastewater customers and provide recommendations to fully recover the City's system capacity-related costs.

Task 6 – Fireline Fees

Fire protection service is a standby service that the City makes available on demand. While firelines are rarely used by the customer, the City must be ready to provide water (often very significant quantities) and pressure at all times throughout the distribution system for firefighting purposes. As a result, the City incurs an ongoing cost associated with providing these services. We will update the fireline fees and provide recommendations to fully recover the City's fire protection service costs.

Task 7 – Sewer Billing Analysis

The City would like to develop a consistent policy that addresses situations in which a non-residential customer sends less than 100% of its metered water to the sewage collection system. The analysis should take the following into consideration:

- Per the current City Code requirement, ensure that for any exemptions granted, there is no way for any portion of this water to enter the collection system. Some examples:
  - Water associated with a manufacturing process, blow down water on chillers, etc.
  - Water bottled in products sold by breweries, distilleries, etc.
- Having no jurisdiction beyond the meter, ensure as best possible that customers do not modify interior plumbing to decrease their wastewater usage bill
- Reflect, if appropriate, the addition of non-City supplied water into the premises, thereby generating additional quantities of sewage not reflected in total by the City water meter serving the customer

As part of the analysis, we will request that the City develop a list of non-residential customers for whom the basis for their sewer bill is something other than 100% of metered water (i.e., sewer only customers, customers who receive reductions to their billed quantities of water, etc.). To the extent possible, we will work with the City in developing this list and documenting how these customers are currently charged. Also, to the extent possible, we will work with the City's attorney to identify any legal requirements (federal, state and/or City) for policy development.

We will research and review sewer billing practices and policies (deduct, cooling tower, irrigation, sewer flow meters, etc.) of other utilities. Comparison will include researching those within the region (i.e., Maryland and Virginia) as well as industry best practices.

We will identify the policy and procedural options available. Options to be addressed may include deduction meters, sewer flow meters, irrigation meters, cooling tower credit programs, capped

consumption for summer sewer bills tied to winter water usage, and flat charges for residential sewer only customers.

The intention of the program developed will be the use of simplified business processes that result in essentially the same results as more complex technical and financial analyses – the use of averages, approximations, proxy data, etc. The objective is a program that is accurate technically while perceived as being fair and reasonable by customers and practical to administer.

In association with the policy development, we will estimate the amount of lost revenue based on the implementation of various levels of a sewer billing exemption program. Using specific data for large non-residential customers, we will develop rate and bill impacts. While the impact on customers receiving credits should result in their bills decreasing, the impact on customers not receiving credits should result in their bills increasing. These impacts will be reflected in the water and sewer rate model as part of the update.

We will assist in developing a concise policy statement that lays out the agreed upon sewer billing policies, eligibility for exemptions, how exemptions are calculated, and the process for applying for exemptions. We will provide any supporting documentation or research (e.g., information gathered from comparable municipalities, financial spreadsheets developed, etc.) that was used to inform the decisions made on the policy.

Task 8 – Rate and Policy Alternatives

As part of the water and wastewater rate study update, the City would like to evaluate various rate and policy alternatives and their impacts on the City's expenses, revenues, and cash balances, as well as customer bills. Below are the rate and policy alternatives the City is interested in evaluating.

- Replacing current tiered rates with unit rates
- Removing class differentials (between residential and non-residential)
- Evaluating the billing of fixed fees and fireline fees for customers with firelines
- Developing an "Inside Joint" wastewater fee (due to new City development with a pump station flowing to the County)
- Moving all non-residential customers to monthly (keeping rate code "R" as quarterly)

While some of the rate and policy alternatives may be implemented to be effective on July 1, 2025 (FY 2026), the City may desire to implement others (given the additional evaluation and preparation required before being adopted) on January 1, 2026 (FY 2026 mid-year) or July 1, 2026 (FY 2027).

Task 9 – Report Results

We will deliver a draft report to the City and will revise the report (appended with the spreadsheet model that supports the study) after receipt of comments from the City on the draft report. We will be available for periodic interactive online meetings (e.g., walkthroughs of the financial model). Based on these discussions, we will document all work performed in the analysis of the rate study in a short narrative report presenting our findings and recommendations, supported by the financial spreadsheet model that sets forth all calculations.

Task 10 – Presentation (Optional)

We will prepare and present in person (as many times as desired by the City) a PowerPoint presentation and discuss the findings and recommendations of the study to stakeholders at a date and time of the City's choosing.

Cost Estimate

We develop our cost proposals by estimating the number of hours of effort that will be required by key individual/classification of employee and multiplying this number by the standard hourly rate that has been established for each administrative classification of employee. For the optional on-site presentations, we add estimated out-of-pocket expenses (e.g., travel, parking, meals, etc.) at actual cost, with no profit or overhead added to out-of-pocket expenses.

We utilize conference call and online meeting services that allow for additional interactive meetings (e.g., walkthroughs of the financial model) with no cost for travel.

Our estimated not-to-exceed cost for the scope of work and deliverables outlined in this document is $45,050 (plus $2,750 or actual cost [whichever is less] for each on-site presentation desired) as set forth below:

Task		Partner $285	Senior Consultant $190	Consultant $175	Labor Hours	Prof. Fees	Expenses	Total
Task 1	Data Review	2	2	4	8	$ 1,650		$ 1,650
Task 2	Revenue Requirements	6	8	14	28	$ 5,680		$ 5,680
Task 3	Customer and Usage Data	4	6	10	20	$ 4,030		$ 4,030
Task 4	Financial Plan	2	4	6	12	$ 2,380		$ 2,380
Task 5	Benefit Charges	4	6	8	18	$ 3,680		$ 3,680
Task 6	Fireline Fees	4	6	8	18	$ 3,680		$ 3,680
Task 7	Sewer Billing Analysis	12	16	20	48	$ 9,960		$ 9,960
Task 8	Rate and Policy Alternatives	10	14	18	42	$ 8,660		$ 8,660
Task 9	Report Results	6	8	12	26	$ 5,330		$ 5,330
	Total	**50**	**70**	**100**	**220**	**$ 45,050**		**$ 45,050**
Task 10	Presentation (Optional)	4	4	2	10	$ 2,250	$ 500	$ 2,750

MEMORANDUM

TO: Bruce Zimmerman, City Administrator

FROM: Alfred E. Martin, Director of Finance
David A. Shindle, Water & Sewer Department Manager

DATE: February 5, 2025

SUBJECT: Water and Sewer Benefit Fees and Other Charges

Background

In accordance with direction given by Mayor and Council last Tuesday, we are preparing to hold a public hearing next Tuesday, June 21, 2005 at the regular Mayor and Council Meeting to accept public comment on our water and sewer rate consultant's recommended changes to our water and sewer benefit fees and other charges. We will also prepare the necessary ordinances for introduction later that evening after the public hearing to start the process to change these fees and charges. We would then propose to have the Mayor and Council approve the ordinances at a special meeting on July 12, 2005. The changes would then become effective 30 days later on August 11, 2005.

As discussed last Tuesday, the rates we will be changing now are not the regular monthly or quarterly water and sewer user or service charges. We plan to come back to Mayor and Council in July to further discuss and review these rates, the in City and outside City rate differentials and the consultant's recommendations in more detail. Staff will discuss the pros and cons of the consultant's recommended changes and will make our own recommendations at that time.

Changes Recommended Now

The fees and charges that we discussed moving forward with changing now include:

1. Water and Sewer Benefit Charge Fees
2. Annual Fireline Charges for businesses with separate unmetered fire lines (for sprinkler and other fire protection systems)
3. Industrial Surcharges for Sewer for industries discharging sewage with higher than domestic strength levels
4. Sewer Grinder Pump (Low Pressure) Service Charges- These are surcharges for users who do not have gravity fed sewer lines to the collection system. They are for the additional costs of maintaining small sewer pumps to discharge sewage into the collection system. We have about 300 accounts with this type of connection.
5. Water System Debt Surcharge for Conocoheague, Cedar Lawn & Martin's Crossroads - This is a surcharge on customers in certain areas outside the City where the County paid to extend water service lines to areas that were experiencing failing wells. The charge is designed to recover the cost of the principal and interest payments on the debt issued to extend City water lines to serve these areas.

The attached schedule summarizes these changes. It reflects the nature of the fee or charge, how it is calculated, what part of the City Code controls it, what the exiting rate is and what the proposed rate is.

Additional Information on Benefit Charges

Benefit charges are designed to cover the capital cost of providing water and sewer system capacity for new

customers. The benefit charge is calculated per gallon of capacity per day used. For residential development, a standard fee based on 200 gallons per day for each dwelling unit is used. Non-residential development is assessed initially based on an estimate of the average daily consumption. These fees are charged when the water or sewer service is applied for. Each account is then reviewed annually to determine if the average daily consumption is higher than the amounts the benefit charges to date have been based on. If so, additional benefit charges are assessed for the additional capacity used for non-residential accounts. Other than non-residential users that have underestimated their average daily use or that have expanded or increased their use, benefit charges are only assessed on new development or system users.

All new system users should pay benefit charges to avoid having current system users having to pay to provide or expand system capacity for the new users. Our consultants have based their recommended charges on this assumption. An area we would like to explore further with the Mayor and Council at a future date, is how we handle water benefit charge assessment and collection from new accounts from the three municipalities that purchase water from the City. We currently do not have a wholesale customer class for these accounts. We treat the three towns of Funkstown, Williamsport and Smithsburg as large non-residential accounts. They do not pay for additional capacity allocation use unless their total average daily use increases above prior year's levels as noted above. We may want to consider establishing a wholesale customer class and establishing special rates or a benefit charge pass through from the municipalities to the City when individual accounts are hooked up to the towns' individual systems.

Since our benefit charges have not been increased since the last cost of service studies were done 10 to 15 years ago, due to the detailed nature of their calculation, the recommended increases are significantly more than the user charges that we have been adjusting annually. The recommended benefit charges for a new residential account would increase from $900 to $2,500 for water both inside and outside the City. Sewer would increase from $1,200 to $4,400 inside the City. Outside the City per the terms of the City/County Flow Transfer Agreement the City benefit charge of $1,800, which is $600 higher than the inside charge, would increase to $5,000. In addition, the agreement stipulates that the City will collect a County Connection Charge of $1,800 and a Construction Reserve Charge of $300 for each customer based on 200 gallons per day equivalent usage. The total outside City cost for City and County sewer benefit or allocation fees will increase from the current $3,900 to $7,100 per equivalent domestic unit.

Action Requested

If the Mayor and Council are in agreement with the recommended water and sewer benefit and other charge rate changes proposed by the City's consultant and staff, we will advertise the required public hearing for the regular meeting on Tuesday June 21, 2005 at 7 PM and will proceed to prepare the necessary ordinances to change the rates for introduction that evening. If they were then approved by the Mayor and Council at a subsequent special meeting on July 12, 2005, they would take effect 30 days later on August 11, 2005.

We will then plan to come back later in July as noted above to further discuss the regular monthly and quarterly water and sewer user charges and the in City and outside City rate differentials. The 2005/06 budget anticipated that these rates would not increase until October 1, 2005.

cc. Ray Foltz
Chris Bordlemay
Nelia Tidler

Attachment

City of Hagerstown

Hagerstown Light Department

Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

September 1, 2009

TO: Bruce Zimmerman, City Administrator

FROM: Michael S. Spiker, Director of Utilities MSSpiker
Alfred Martin, Director of Finance

SUBJECT: Water Rate/ Wastewater Rate Information

Per comments received during the August 18, 2009 work session, City Staff and Municipal Financial Service Staff have addressed the stated concerns of the Mayor and Council and have subsequently revised portions of the Cost of Service Study. Staff does request approval of the proposed five year rate structure where this year's ordinance will set rates until 2014. As a schedule for implementation, combined City Staff and Municipal Financial Systems Staff will present information to the M&C in a work session on September 1, conduct a public hearing and introduce the ordinance in a special session on September 8, observe a public comment period for two weeks until September 22, request approval of the ordinance on September 22, and implement the rates on November 1. The highlights of the Cost of Service Study are as follows:

- Institute an approved 5 year rate structure which will eliminate the need for annual approvals and will diminish our dependence of the use of benefit charges to fund outstanding debt and allow the utilities to continue to perform financially independent from the General Fund while maintaining the ability to meet the environmental requirements and regulations mandated by the regulatory agencies
- Adopt an inclining block rate structure to promote conservation for residential customers
- Increase the fixed charges to capture the true cost of the billing and revenue collection process
- Maintain a utility rate basis for setting Outside City rates
- Establish a Repair, Renewal, and Replacement (3R) Reserve Fund for aging infrastructure expenditures that are growth related
- Increase Fire Line charges by 15%
- Institute late fees to encourage timely payment

The factors considered in the requested rate increase are the same as the factors that plague all utilities. An aging and failing infrastructure requires constant vigilance and sometimes unexpected expenditures. Regulatory and Environmental requirements that are mandated by our governing agencies, i.e. wastewater treatment upgrades, the removal of Inflow and Infiltration from the collections system, the removal of uncovered finished water storage vessels, new water disinfected byproduct parameters, etc., are all capital intensive projects. The Capital Improvement Projects all require some sort of long term financial commitment, hence accumulated growth in our debt service will occur. All of these factors drive the request for the rate increase.

Current user rates for water and wastewater do not produce sufficient revenue to cover revenue requirements for FY 09/10, or the subsequent years included in the planning period. The proposed rate increases developed during the 2005 cost of service study have not kept pace with water and wastewater expenses due to significant increases in operating expenses. The most significant of those increases are those associated with energy and chemicals. Additionally, treatment expenses have increased in order to meet new environmental requirements and regulations for both the water and wastewater systems. The present use of benefit charges to fund existing non-growth debt service will allow the City to cover the cost of operating the systems in the short term, but will cause a long-term shortfall in resources available for investment in the water and wastewater systems in the future.

Council has requested breakdowns of these costs as they relate to growth and non-growth expenditures. Simply put, non-growth related projects are regulatory compliant driven or aging infrastructure repair/replacement driven. Other capital expenditures are growth related. Non-growth capital improvements are generally paid by the current users through debt service payments over the life of the bonds or by cash from user charge revenues. Growth related capital is paid through benefit charges from new or expanded users' cash or debt service payments for bonds. The following conveys this information, broken out by growth and non-growth, for bond financing and cash outlay through FY 19 as it relates to the attached "Schedule 4 Capital Improvement Projects".

CIP Water Division - $57,269,634 total –Non Growth MDE/City Bond - $25,285,359 – Cash- $4,578,775
Growth MDE/City Bond - $25,787,500 – Cash - $1,218,000
CIP WWater Division - $31,845,000 total - Non Growth MDE/City Bond- $16,959,400 – Cash- $3,554,500
Growth MDE/City Bond - $ 6,559,500 – Cash - $2,621,500

Council requested confirmation of the percentage of the increase that will go toward Capital Improvements. City customers will experience an approximate 30% increase, 40% of the increase is for operating costs and 60% is for capital or debt service related to capital improvement costs. City wastewater customers will see an approximate 35% increase. 30% of the increase is for operating costs and 70% is for capital costs.

In order to provide funds to pay for unexpected major repairs and planned replacement or rehabilitation of equipment or other major fixed assets, our rate model establishes a Repair, Replacement and Rehabilitation ("3R") reserve. These reserves, which are based on a percentage of the total system asset value, can be used to fund non-growth capital projects. In order to avoid or minimize the amount that would need to be recovered in the future through user fees and to assist in the effort to minimize any future spike in rates due to unexpected system issues, the institution of 3R reserve is paramount. Per the attached Schedule 8, there will be no 3R reserve fund for Wastewater until FY14. Water will have reserves for FY 10/13/14, a modest reserve of $85,000 in FY11 and none in FY12.

On the plus side, the changes in the two rate structures adopted by the City following the 2005 study have been effective in simplifying the rate structure, protecting the small user by removal of the 10,000 gallon minimum and encouraging water conservation since all customers pay for actual usage. The current benefit and allocation charges are set at the appropriate level based on the cost of providing water and wastewater capacity to new customers.

The Cost of Service Study, which has been developed over a two year period, will propose some minor changes in the structure of our rates. This included an increase in the fixed charge portion of the water/wastewater bill whereas we will collect 20% of required revenues, more closely matching the fixed costs of billing and revenue collection per account. Per Council request, we have softened the increase by spreading the increase over a two year period, thereby lessening the effect on the customers who use lesser amounts of water and wastewater services. Using our Inside City Rate, we will reduce the effect on a customer who uses 6000 gallons per quarter by $27.24 over the two year period. A customer using 6000 gallon per quarter will be charged $180.56 per year, $45.13 per quarter, calculated at $0.49 per day, for water and wastewater service. Our average 13,000 gallon user will pay $328.82 per year, $82.20 per quarter, calculated at $0.90 per day for the services. As reference, an Outside City customer using 6000 gallon per quarter will be charged $346.80 per year, $86.70 per quarter, calculated at $.95per day, for water and wastewater service. Our average 13,000 gallon user will pay $629.88 per year, $157.47 per quarter, calculated at $1.72 per day for the services.

Water conservation (all natural resource conservation) is a prevalent theme throughout the industry. The proposed rate structure included an inclining block rate for residential customers who use more than 18,000 gallons of water per quarter. This limit, which equates to a usage of 200 gallons per day (EDU), is consistent with the engineering standards of the City's Water System and with the Water and Sewer Element contained within the City's Comprehensive Plan. As you can see from the chart below, only 15% of residential Inside City water customers fall within this category. As reference, a customer who continues to use 22,000 gallons per quarter will experience an increase of only $4.15 which is calculated as the difference between the proposed inclining block rate and the current rate structure.

Gallons	FY08 Inside City Customers Residential	FY08 Outside City Customers Residential
0 – 4,000	12%	12%
4,001 – 10,000	38%	20%
10,001 – 13,000	17%	20%
13,001 – 18,000	18%	24%
Over 18,000	15%	24%

Taking into account the aforementioned information, the Water Division requests to continue with the current water rate structure using the utility basis approach for Outside City rate customers with a residual cash basis for Inside City rate customers and the inclining block rate for luxury users who consume over 18,000 gallons per quarter. This structure benefits Inside City customers for the risks that are associated with owning and operating the water system. In order to meet the financial requirements of the operation, a 5.5% increase in revenue for Inside City rates and a 6.5% increase in revenue in Outside City rates will be required each year for the next 5 years.

Per our earlier discussion, the Water Division had discovered that some of the customers are using water through fire lines for non-fire protection purposes. We have taken the necessary steps to discontinue this practice. The current fire line charges are not set at the appropriate level based on the cost of providing this service. We therefore recommend a 15% increase for the 237 customers (145 City and 93 County) who utilize this service.

Meter or Pipe Size	City Fire Line Service Charge		County Fire Line Service Charge	
	Current	Proposed	Current	Proposed
4"	$144	$166	$192	$221
6"	$323	$372	$ 431	$496
8"	$575	$662	$766	$882
10"	$898	$1,034	$1,197	$1,379
12"	$1,293	$1,489	$1,724	$1,986

The Wastewater Division rate structure will be similar to that which is currently in place and will utilize a unit cost flat rate and a fixed charge with a utility basis approach for Outside City rate customers and a residual cash basis for Inside City rate customers. Equal to the Water Division proposal, the fixed charge portion of the sewer bill will increase to better match the fixed costs of billing and revenue collection per account. In order to meet the financial requirements of the operation, a 7% increase in revenue in Inside City rates and a 3.2% increase in revenue in Outside City rates will be required each year for the next five years.

The City's Flow Transfer Agreement with Washington County provides a cost saving to the City's wastewater treatment system, although the Wastewater Division should not depend financially on this cost savings at this time. Analysis showed that 89% of expenses at the wastewater treatment plant are fixed costs, thereby leaving 11% as the variable component. The estimated variable cost savings due to the transfer of wastewater flows is $23,000, which has been deducted from the calculation for the costs incurred by our Outside City rate payers.

SCHEDULE 12 SEWER RATE ANALYSIS		FY 09 Est. Actual	FY 10 Forecast	FY 11 Forecast	FY 12 Forecast	FY 13 Forecast	FY 14 Forecast
SEWER							
Required Revenues vs. Current Revenues							
Cash Basis Net Revenue Requirement - Sewer			$ 9,482,948	$ 9,591,628	$ 10,208,353	$11,041,550	$ 11,193,965
Utility Basis Net Revenue Requirement - Sewer			$13,363,310	$ 13,090,132	$ 12,663,656	$13,409,656	$ 13,614,469
County Sewage Treatment Costs		$ 210,000	$ 280,000	$ 299,600	$ 308,588	$ 317,846	$ 327,381
Additional Cost per 1,000 to Outside City Customers	89%	$ 0.6150	$ 0.8119	$ 0.8559	$ 0.8686	$ 0.8814	$ 0.8945
Additional Cost per 1,000 to All City Customers	11%	$ 0.0209	$ 0.0276	$ 0.0291	$ 0.0295	$ 0.0299	$ 0.0304

Late fees for tardy payments are not currently collected by the City. In order to collect the necessary revenues on a timely basis, we would request an implementation of utility bill late fees to encourage timely payment. We suggest that a survey be performed with other local utilities to determine the locally charged fees before this policy change is implemented.

Even though the revenue requirements are spread equally over a five year period, the increase in fixed charges combined with the lowering of the unit rate, will affect the percentage increase (or decrease) differently for each customer in this fiscal year. The percentage increases then moderate in the out years. As a reference using our Inside Customer Rate, a customer using 6000 gallons per quarter will experience a 10.4% increase for the next 8 months while a customer using 13,000 gallons per quarter will experience a 5% increase in billing for the same time frame. An 18,000 gallon customer will see a 2.7% increase. The increases then moderate into the mid 5% range for the next four years. Included below is rate comparison data and attached for review are the five year projections/rate differential information for each rate class using typical usage data.

Combined Inside City Rate Quarterly Bill Water and Wastewater Services	Quarterly Usage (gallons)			
	4,000	18,000	30,000	60,000
City of Hagerstown - FY 2009	$ 28.84	$ 101.36	$ 163.52	$ 318.92
City of Hagerstown – FY 2010 (Current Structure)	**$ 32.03**	**$ 112.81**	**$ 182.04**	**$ 355.13**
City of Hagerstown – FY 2010 (Alternative Structure)	**$ 39.91**	**$ 108.18**	**$ 181.14**	**$ 363.54**
City of Frederick, MD	$ 46.46	$ 152.77	$ 255.25	$ 538.55
City of Winchester, VA	$ 44.80	$ 142.41	$ 227.13	$ 490.43
City of Frostburg, MD	$ 50.43	$ 171.09	$ 274.51	$ 533.07
City of Cumberland, MD	$ 47.50	$ 209.64	$ 340.43	$ 655.37
Town of Williamsport. MD	$ 62.20	$ 192.40	$ 304.00	$ 583.00
Mid-Atlantic Average	$ 77.00	$ 164.50	$ 239.50	$ 427.00

Combined Outside City Rate Quarterly Bill Water and Wastewater Services	Quarterly Usage (gallons)			
	4,000	18,000	30,000	60,000
City of Hagerstown - FY 2009	$ 53.72	$ 187.70	$ 302.54	$ 589.64
City of Hagerstown – FY 2010 (Current Structure)	**$ 58.81**	**$ 205.67**	**$ 331.55**	**$ 646.26**
City of Hagerstown – FY 2010 (Alternative Structure)	**$ 79.14**	**$ 208.79**	**$ 352.48**	**$ 711.72**
City of Frederick, MD	$ 46.46	$ 152.77	$ 255.25	$ 538.55
City of Winchester, VA	$ 123.25	$ 228.88	$ 328.96	$ 579.16
City of Frostburg, MD	$ 95.90	$ 250.90	$ 396.70	$ 812.70
City of Cumberland, MD	$ 89.90	$ 320.75	$ 518.62	$ 1,013.30
Town of Williamsport. MD	$ 73.34	$ 323.82	$ 522.95	$ 902.32
Mid-Atlantic Average	$ 95.30	$ 297.60	$ 471.00	$ 904.50

Our Wholesale Water Customers are the Towns of Smithsburg, Williamsport and Funkstown. They currently receive a 16% discounted rate due to the fact they distribute the water through their private systems, therefore we remove our distribution charges to arrive at the discounted rate. The fixed charges are scheduled to increase, as with the other user rates, and they will still utilize a declining block rate for water purchase. The final attachment shows historical usage for the past three months and the proposed rates for each of the Towns. Each Town will see a 6% increase for the remainder of this fiscal year, a 3% increase in FY11, and a 7% increase in the remaining three fiscal years.

City and MFS Staff will be present at the work session to discuss these issues and present the Executive Summary of the Cost of Service Study. Please feel free to contact us with any questions that you may have.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
State Revolving Fund (SRF) for Maryland Department of the Environment (MDE)
Water/Wastewater – Nancy Hausrath, Director of Utilities

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Memo_-_SRF_Funding.pdf	MEMO: SRF Funding

CITY OF HAGERSTOWN, MARYLAND

Utilities Department
1 Clean Water Circle • Hagerstown, MD 21740
Telephone: 301-739-8577, ext. 650
Website: www.hagerstownmd.org

February 5, 2025

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities
Ashley Newcomer, Financial Manager
Tyler Puffenberger, Deputy Director of Utilities

Action: Discussion – SRF Funding

Every year Maryland Department of the Environment accepts applications for funding requests through primarily the Safe Drinking Water Act Program and the Clean Water Act Program. Bay Restoration Funds can also be requested.

The Water and Wastewater Divisions submitted six(7) funding applications for loans and grants for the following projects:

Safe Drinking Water Act Program:

1. R.C. Willson Transmission Main Project - $15,000,000 (local share $2,250,000)
2. Lead and Copper Rule Service Line Material - $15,358,618.75 (local share $450,000)

Clean Water Act Program:

1. Edgemont Reservoir Repair and Rehab Project - $30,000,000 (local share $4,100,000)
2. Wastewater Pump Station 13 Reconstruction - $5,175,000 (local share $945,000)
3. Wastewater Treatment Plant Improvements Phase-1 $22,000,000 (local share $4,020,000)
4. Wastewater Treatment Plant Improvements Phase-2: $27,500,000 (local share $4,125,000)
5. Wastewater Treatment Plant Improvements Phase-2A: $11,000,000 (local share $1,650,000)

Copies of the applications to include the Project Summaries are attached for your review.

Staff will be available to discuss during Work Session.

APPLICATION TYPE

Review the Drinking Water Funding Eligibility Chart [1] and the Median Household Income/Disadvantaged Community Chart [2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **Water Supply Grant funding only**.	
Consider for **DWSRF BIL PFAS/Emerging Contaminants (EC)or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects).	
Consider the project for **DWSRF BIL for Lead Service Line Replacements funding, only.**	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name:	RC Willson Transmission Main Replacement
Project Address (MUST incl. 9-digit zip code):	Fenton Avenue, Williamsport, MD

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST in xx.xxxxxx format)[3]:	39.604340
Longitude (MUST in xx.xxxxxx format)[3]:	-77.825160
County:	Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*
2022 Congressional District[4]:	6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*
2022 Legislative District[5]:	02A *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*
Current Owner of project/infrastructure:	City of Hagerstown
Future Owner of project/infrastructure:	

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement):	City of Hagerstown
Federal Tax Identification Number:	52-60000794
Applicant Address (MUST incl. 9-digit zip code):	1 Clean Water Circle, Hagerstown, MD 21740-6848
County:	Washington *(drop down)*
Email Address:	nhausrath@hagerstownmd.org
Phone Number (incl. extension)	301-739-8577 x677

CONTACT INFORMATION

Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the ***Signature*** *sheet.*

Contact Name:	Nancy Hausrath
Contact Title:	Director of Utillities
Contact Address (MUST incl. 9-digit zip code):	1 Clean Water Circle, Hagerstown, MD 21740-6848
Contact Email Address:	nhausrath@hagerstownmd.org
Contact Phone Number (incl. extension):	301-739-8577 x677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/DW%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[4] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[5] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Planning *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	April-25	October-25	0.00%
Design	November-25	June-26	0.00%
Bidding	July-26	September-26	0.00%
Construction *	December-26	December-28	0.00%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: To Be Determined
A/E Firm Contact:
A/E Firm Contact Email Address:
A/E Firm Contact Phone Number (incl. extension):

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount	
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 15,000,000.00	
Total $ of Green Components (identified in Section II)			
Additional Funding		**Amount**	
$ of Previous Grant from MWIFA*			
$ of Previous SRF from MWIFA*			
		Amount	**Funds Secured? (Yes/No) dropdown[1]**
$ from Applicant*		$ 2,250,000	Yes
$ from U.S. Army Corps of Engineers*			
$ from USDA Rural Development*			
$ from DHCD Community Development Block Grant*			
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*			
$ from Congressionally-Directed Spending (aka "Earmarks")*			
$ from Other*			
Other:	(y)	$ 2,250,000	
Project Funding Sources Total	(x + y)	**$ 17,250,000**	

If "Yes"[1] (applicable rows) | *Will autocalc* | ***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of Requested $? (Yes/No) dropdown[2]
$ for A/E Planning*	$ 150,000	No
$ for A/E Design*	$ 1,200,000	No
$ for A/E Construction Management*	$ 900,000	No
$ for Construction*	$ 15,000,000	Yes
$ for Land*		
$ for Contingency*		
$ for Administrative*		
$ for Other*		
Project Funding Uses Total	**$ 17,250,000.00**	

If "Yes"[2] (applicable rows) | ***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

Project Purpose and Summary:
Applicant: City of Hagerstown Water Department
Transmission Mains Replacement

Section III (a-c): Project Purpose and Summary

a. What is the proposed project?

This project is Phase 2 of a multi-phased project. The first phase was completed in 2008 with the installation of 500 LF of 36" pipe just outside the water treatment facility. The proposed Phase 2 will replace an approximately 6,000 LF portion of the existing two parallel 24" water transmission mains and appurtenances that date back as early as the 1920s. The following phases of the project will continue to replace portions of the transmission main until the full length of these pipes have been replaced.

These transmission mains serve the entire City of Hagerstown water system which encompasses three neighboring towns and much of the developed area of Washington County around the City in addition to the entire City of Hagerstown. This project impacts approximately 29,600 water service connections serving over 90,000 customers. It will replace the existing parallel 24" transmission mains with two new ductile iron 36" transmission mains and appurtenances. With the increased pipe size, one of these new mains will have the hydraulic capacity to supply the current maximum daily demand for the City's water system.

b. What is the purpose of this project, why is the project needed, and what problem is being corrected?

The purpose of the proposed phase 2 project is to replace deteriorated 90+ year old transmission main piping. The proposed portion of the transmission mains to be replaced experiences the highest operating pressure within the Hagerstown Water system. The existing mains are the sole source of water for the entire Hagerstown Water System which makes their reliability critical. Their replacement is needed to ensure continuous, reliable water service to customers of the water system. Previous high discharge pressures from the water treatment facility in combination with the poor integrity of the existing 24-inch cast iron pipe have resulted in multiple main breaks over the years. Based on historical records, the majority of the main breaks have occurred along the older 24-inch cast iron transmission main, installed in the 1920s.

The problem being corrected is the deterioration of the primary transmission lines from the system's sole water source, which are both experiencing an increasing rate of failures and inadequate to meet anticipated future growth in demand without excessive water pressure. Replacement of these mains will allow the water treatment facility to increase the output volume of treated water in order to meet future water demand within the system without increasing system pressure which could negatively affect other aging water distribution infrastructure. In an attempt to limit breaks on the transmission mains, several years ago, the water treatment facility made operational changes to the discharge pumping to limit the operating pressure on these transmission mains. The City has developed operating schemes (i.e., modulating valves on the discharge side of the WTP pumps) to reduce the pressure entering the system, which has worked to reduce the frequency of main breaks. However, these operating schemes have not completely eliminated their occurrence.

Replacement of these transmission mains with larger pipe will provide the necessary capacity for the City's growing water demands and improve system reliability. The ability of these transmission mains to provide water continuously and reliably is critical as no current redundant treated water source exists within the water system.

c. Has the project been previously submitted to MWQFA for funding consideration?

Yes, this project was submitted in 2022.

APPLICATION TYPE

Review the Drinking Water Funding Eligibility Chart[1] and the Median Household Income/Disadvantaged Community Chart[2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **Water Supply Grant funding only**.	
Consider for **DWSRF BIL PFAS/Emerging Contaminants (EC)or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects).	
Consider the project for **DWSRF BIL for Lead Service Line Replacements funding, only.**	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name:	Service Line Material Identification
Project Address (MUST incl. 9-digit zip code):	1 E Franklin St, Hagerstown, MD, 21740-4859

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST in xx.xxxxxx format)[3]:	39.643280
Longitude (MUST in xx.xxxxxx format)[3]:	-77.718800
County:	Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*
2022 Congressional District[4]:	6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*
2022 Legislative District[5]:	Multiple *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*
Current Owner of project/infrastructure:	City of Hagerstown
Future Owner of project/infrastructure:	City of Hagerstown

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement):	City of Hagerstown
Federal Tax Identification Number:	52-60000794
Applicant Address (MUST incl. 9-digit zip code):	1 E Franklin St, Hagerstown, MD, 21740-4859
County:	Washington *(drop down)*
Email Address:	nhausrath@hagerstownmd.org
Phone Number (incl. extension)	301-739-8577, Ext. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name:	Nancy Hausrath
Contact Title:	Director of Utilities
Contact Address (MUST incl. 9-digit zip code):	1 Clean Water Circle, Hagerstown, MD, 21740-6848
Contact Email Address:	nhausrath@hagerstownmd.org
Contact Phone Number (incl. extension):	301-739-8577, Ext. 677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/DW%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[4] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[5] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Planning *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	September-24	March-25	75.00%
Design	March-25	October-25	
Bidding	November-25	February-26	
Construction *	March-26	December-30	

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Hazen and Sawyer
A/E Firm Contact: Jeremy Hise
A/E Firm Contact Email Address: jhise@hazenandsawyer.com
A/E Firm Contact Phone Number (incl. extension): (410) 539-7681

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount	
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 14,908,618.75	
Total $ of Green Components (identified in Section II)			
Additional Funding		**Amount**	
$ of Previous Grant from MWIFA*			
$ of Previous SRF from MWIFA*			
		Amount	**Funds Secured? (Yes/No) dropdown[2]**
$ from Applicant*		$ 450,000	Yes
$ from U.S. Army Corps of Engineers*			
$ from USDA Rural Development*			
$ from DHCD Community Development Block Grant*			
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*			
$ from Congressionally-Directed Spending (aka "Earmarks")*			
$ from Other*			
Other:	(y)	$ 450,000	
Project Funding Sources Total	(x + y)	**$ 15,358,619**	

If "Yes"[1] / *Will autocalc* / *Will autocalc[3]*

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of Requested $? (Yes/No) dropdown[2]
$ for A/E Planning*	$ 729,534	
$ for A/E Design*	$ 652,741	
$ for A/E Construction Management*	$ 767,931	
$ for Construction*	$ 11,826,136	
$ for Land*		
$ for Contingency*	$ 767,931	
$ for Administrative*	$ 614,345	
$ for Other*		
Project Funding Uses Total	**$ 15,358,618.75**	

If "Yes"[2] / *Will autocalc[3]*

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

CITY OF Hagerstown *Supplemental Information*

From FFY25 application, "Instructions" tab:

Supplementary information and supporting documents are to be submitted with the application, but as separate documents in their native format. Each must be labeled with the project name, the applicant name, and the corresponding application section/subsection number and/or statement being supported.

General Info – Multiple Legislative Districts

Work will benefit Legislative Districts 01C, 02A, and 02B.

I. Threshold Criteria

A. Priority Funding Area

The proposed project is a part of The City of Hagerstown's (Hagerstown) effort to identify unknown service lines to maintain compliance with US EPA's Lead and Copper Rule Improvements (LCRI). A majority of Hagerstown's service area falls within Priority Funding Areas, shown in **Figure 1**

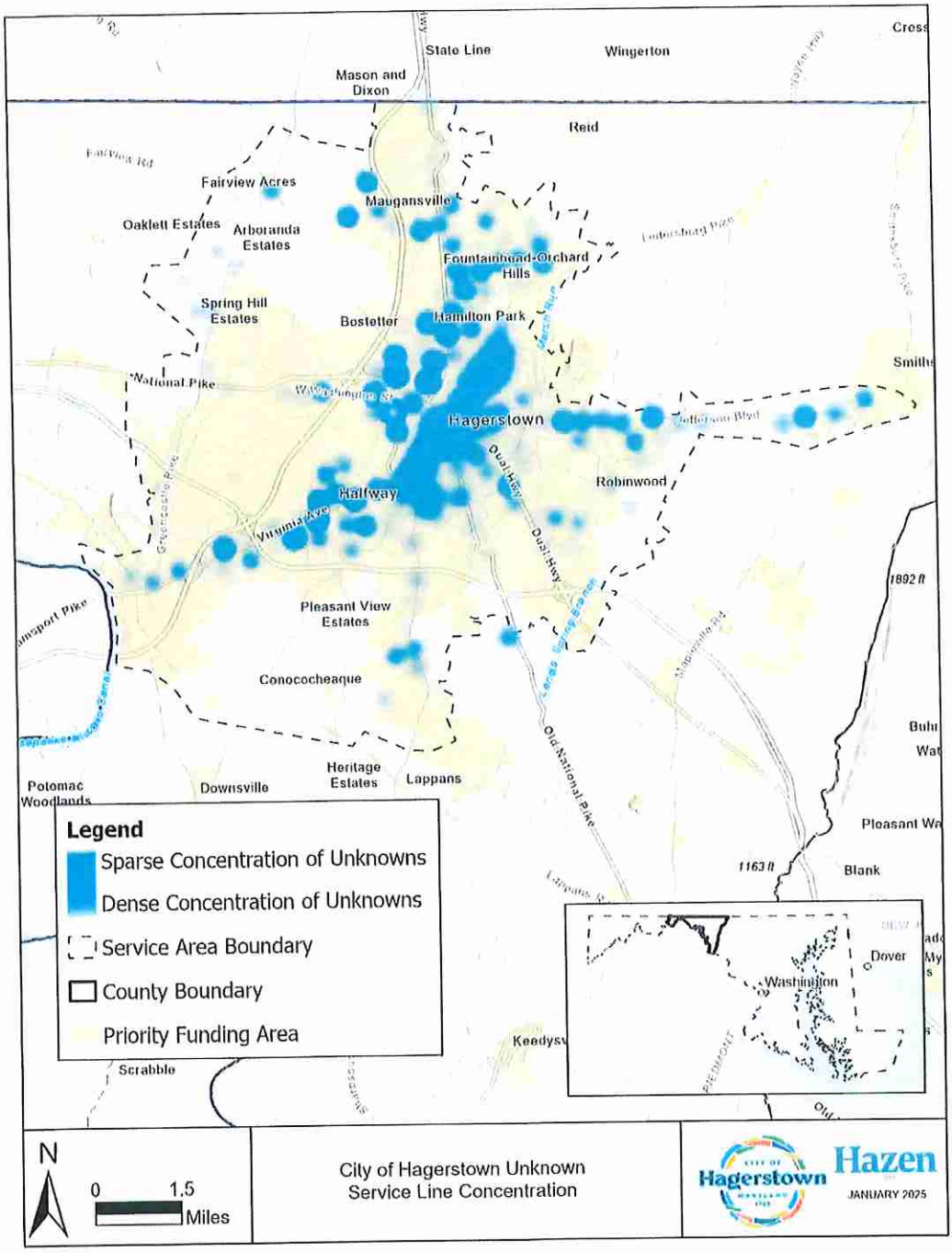


Figure 1. Concentration of Unknown service lines depicted by the shaded areas from high (light blue) to low (dark blue) density. Project work is planned for the blue shaded areas

B. Current MDE-approved County Water & Sewer Plan

Hagerstown has an approved water and sewer plan with MDE, published in 2008. The proposed project is within the current service area as is also consistent with the land use plan described in the water and sewer master plan.

III. Project Purpose and Summary

On a separate page titled "Project Purpose and Summary," provide a brief description of the project by answering the following question in the order shown (labeled IIIA, IIIB, and IIIC).

A. What is the proposed project?

Include the existing and proposed capacities, length and size of pipes, location of service area, etc.

The proposed project is focused on verifying the material of unknown service lines identified during development of Hagerstown's service line inventory (required for LCRR compliance and submitted to MDE on 10/16/2024). Work will take place in the central portion of Washinton County within Hagerstown's water service area (**Figure 2**).The project areas slated for identification are depicted by the blue shading in **Figure 1**, with priority given to higher density areas shaded light blue and areas within a DAC. The project aims to complete the following objectives using Hagerstown's initial LSL inventory submitted to MDE:

1. Material verification of unknown service lines in Hagerstown's water service area

To meet the objectives, the project will include the following tasks:

- Distribution of a material survey for customers and field staff to identify and report service line material.
- Verification of gathered information using field investigations, residents' self-reported data, meter box inspections, predictive statistical modeling, non-destructive technologies, potholing, and/or other MDE approved methods as applicable.
- Securing pitcher filters to issue to residents as required by regulations
- Preparing bid documents and completing subsequent competitive procurement activities for field verification

Hagerstown will continue to update the LSL inventory using existing records and with funding assistance already assigned in the MWIFA FFY 2023 IUP ("Lead and Copper Rule Revision Program – City of Hagerstown DW0089"). For this application, Hagerstown requests financial assistance to commence the material verification phase of the program.

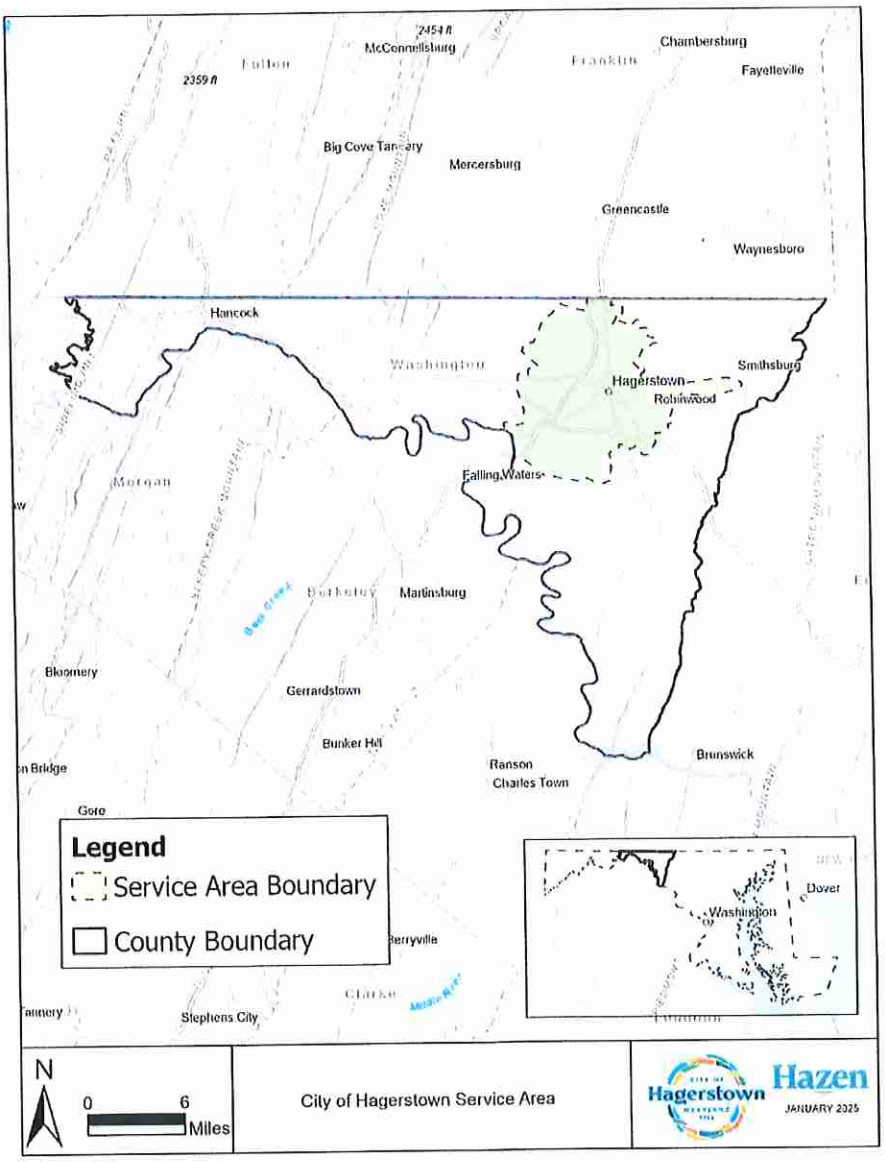


Figure 2. Hagerstown Service Area

B. What is the purpose of the project, why is the project needed, and what is the problem being corrected?

Include whether the project is to assist a non-compliance system to achieve compliance; assist a compliance system to maintain compliance; assist a compliant system to meet future requirements; or for other purposes not related to compliance.

In 2024 the Department engaged an engineering consultant to support efforts to maintain compliance with the Lead and Copper Rule Revisions (LCRR) by developing and submitting an initial LSL inventory for the October 16th, 2024, deadline. Based on the initial inventory, 54% (17,161 of 31,557) of total service lines are considered unknown. The Lead and Copper Rule Improvements (LCRI) require verification of all unknowns and eventual replacement of LSL and GRR where applicable by 2037. To prepare for the upcoming requirements, and maintain compliance with LCRI, Hagerstown is in the planning stages of proactive material verification. Field verification methods (e.g., field and customer survey, meter box inspections, non-destructive technologies, potholing) will be implemented for all unknowns.

Although Hagerstown currently has no known lead or GRR service lines and has no reported lead level exceedances, having unknown service lines within the distribution system is still considered a public health risk. Identifying service line material will allow Hagerstown to accurately assess the level of risk.

C. Has the project previously been submitted to MWIFA for funding consideration?

If so, by what project name, has the scope of work changed since that submittal (if so, explain how), and was the project selected to receive funding?

Previously an application for funding was submitted in FFY23 titled "Lead and Copper Rule Revision Program – City of Hagerstown DW0089". The application was for $450,000 total and covered just the initial program development work and inventory development/submission. The project was not noted in the FFY23 IUP.

IV. Project Supporting Documents Tab

A. Drinking Water Quality

Application Answer: Project is lead service line inventory or lead service line replacement

Summarize on a separate page and provide the following documentation:

- *Date(s) of when the water distribution system service lines at issue were installed.*
- *Confirmation that the lines being replaced are known LSLs, if applicable (e.g., based on tap cards, records, etc.).*
- *Confirmation that the lines being replaced specifically serve children under 6 years of age and/or pregnant women (if applicable).*
- *Lead action level exceedance(s), if applicable.*
- *Estimate the number of Lead Service Lines to be replaced on VIII. Project Numeric Benefits.*

The Department has no record of Lead Action Level exceedances, and no known LSL or GRR service lines based on records. Hagerstown provides water for 92,200 people. US Census data lists the percentage of children 5 and below at 7.9%, leading to an estimated 7,300 children. Census data also estimated a pregnancy population of 700. It can be assumed the work proposed for this project will benefit both of these sensitive populations.

The service lines considered "at issue" are those of unknown material. Between the Utility and Customer side service lines, there are a total of 17,161 unknowns.

VIII. Project Numeric Benefit / Cost-Effectiveness

For calculating the values for this section of the application, the following details were considered:

- **Diameter of main or service line (in)**. Service lines greater than 3 inches diameter are not considered to be at risk of containing lead and are not within the project scope.
- **Current water treatment flow (mgd)**. Average treatment production is 11.8 MGD.
- **Estimated no. of Lead Service Lines to be replaced**. Because there are no known LSL or GRR service line, a replacement estimate cannot be determined at this time.

APPLICATION TYPE

Review the Water Quality Funding Eligibility Chart [1] and the Median Household Income/Disadvantaged Community Chart [2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **BRF Wastewater Grant and/or Supplemental Assistance Grant, only.**	
Consider for **WQSRF BIL PFAS/Emerging Contaminants (EC) or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects)	
Consider for **CFMP Grant funding, only.** [3]	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name: Edgemont Reservoir Repair and Rehab Project

Project Address (MUST incl. 9-digit zip code): Warner Hollow Road, Smithsburg, MD

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST be in xx.xxxxxx format)[4]: 39.663447

Longitude (MUST be in xx.xxxxxx format)[4]: -77.549207

County: Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*

2022 Congressional District[5]: 6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*

2022 Legislative District[6]: 02B *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*

Watershed Name and 8-Digit Code[7]: Potomac River WA Cnty / 02-14-05-01 *(drop down)*

Select according to the project location (for WWTPs/WRFs, identify according to the permitted point of discharge) from the drop down list. If multiple, attach a list labeled General Info-Multiple Watersheds and 8-Digit Codes.

National Flood Insurance Program CID[8]: For CFMG projects, only.

Current Owner of project/infrastructure: City of Hagerstown

Future Owner of project/infrastructure:

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement): City of Hagerstown

Federal Tax Identification Number: 52-60000794

Applicant Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

County: Washington *(drop down)*

Email Address: nhausrath@gmail.com

Phone Number (incl. extension) 301-739-8577 x. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name: Nancy Hausrath

Contact Title: Director of Utilities

Contact Address (MUST incl. 9-digit zip code): nhausrath@gmail.com

Contact Email Address: 301-739-8577 x. 677

Contact Phone Number (incl. extension):

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/WQ%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Pages/floodmgmt.aspx
[4] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[5] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[6] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx
[7] https://mde.maryland.gov/programs/Water/TMDL/DataCenter/Pages/8DigitWatershed.aspx
[8] https://www.fema.gov/cis/MD.html

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	January-15	March-17	100%
Design	May-17	March-26	35%
Bidding	April-26	June-26	0%
Construction	July-26	June-28	0%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Hazen and Sawyer Environmental Engineers
A/E Firm Contact: Jeremy Hise
A/E Firm Contact Email Address: jhise@hazenandsawyer.com
A/E Firm Contact Phone Number (incl. extension): 443-948-7868

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount	
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 30,000,000	
Total $ of Green Components (identified in Section II)			
Additional Funding		**Amount**	
$ of Previous Grant from MWIFA*			
$ of Previous SRF from MWIFA*			
		Amount	**Funds Secured? (Yes/No) dropdown[1]**
$ from Applicant*		$ 4,100,000	
$ from U.S. Army Corps of Engineers*			
$ from USDA Rural Development*			
$ from DHCD Community Development Block Grant*			
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*			
$ from Congressionally-Directed Spending (aka "Earmarks")*			
$ from Other*			
Specify:			
	(y)	$ 4,100,000	
Project Funding Sources Total	(x + y)	$ 34,100,000	

If "Yes"[1]	
If "Yes"[1]	
If "Yes"[1]	
If "Yes"[1]	
If "Yes"[1]	
If "Yes"[1]	
If "Yes"[1]	
Will autocalc	
Will autocalc[3]	

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of MWIFA $? (Yes/No) dropdown[2]	
$ for A/E Planning*	$ 100,000	No	If "Yes"[2]
$ for A/E Design*	$ 2,500,000	No	If "Yes"[2]
$ for A/E Construction Management*	$ 1,500,000	No	If "Yes"[2]
$ for Construction*	$ 27,000,000		If "Yes"[2]
$ for Land*			If "Yes"[2]
$ for Contingency*	$ 3,000,000	Yes	If "Yes"[2]
$ for Administrative*			If "Yes"[2]
$ for Other*			If "Yes"[2]
Project Funding Uses Total	$ 34,100,000		Will autocalc[3]

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

Project Purpose and Summary:
Applicant: City of Hagerstown Water Department
Edgemont Reservoir Rehabilitation (Emergency Repair) Project – Dam Safety

Section III (a-c): Project Purpose and Summary

a. What is the proposed project?

The Edgemont Reservoir (Warner Gap Hollow Dam) was constructed in 1902 as a Municipal Water Supply. Based on recommendations detailed in the Phase I Inspection Report - National Dam Inspection Program dated 1979, improvements were made to the spillway to pass the probable maximum flood and deficiencies with 30-inch Reservoir drain were addressed. In 1995 a Geophysical Survey was conducted by Whitman, Requardt and Associates to determine subsurface seepage paths under the ogee structure. Since 1995, several studies have been completed which identify deficiencies.

MDE Dam Safety Division has performed numerous inspections, and as requested, a Study was completed to determine the severity of the seepage from the toe-drain on the earth fill embankment and under the emergency spillway (ogee weir structure). Also required was the removal of trees from the earth fill embankments at the Edgemont Reservoir. Improvements will include repair to the toe-drain, emergency spillway, intake piping, and, Reservoir drain piping and valves. Additionally, significant repairs/reconstruction is required to ensure the structure and pass 100% of the Design Storm.

Hazen and Sawyer Environmental Engineers completed the Design Storm Evaluation Study (as directed by MDE Dam Safety) to determine whether or not the existing structure is capable of passing the Design Storm Flows. The existing ogee weir, spillway transition, and chute spillway were originally designed for approximately 8,000 cfs and do not have the hydraulic capacity required to pass the updated Design Storm Flows. In order to evaluate the existing chute spillway, Hazen and Sawyer developed a rudimentary HEC-RAS hydraulic model using the record drawings from the spillway reconstruction. The existing chute spillway *will not safely pass flows* in the 10,000 to 15,000 cfs range due to excessive velocity and flow depths that exceed the side walls and gabions. The existing chute spillway width varies from 50 feet at the upper end to 30 feet from the mid-point to the lower end. Most design documentation recommends maximum flow rates per foot of chute spillway of approximately 200 cfs. Using 8,000 cfs with a 30-foot width, the flow per foot of width is over 266 cfs. It should also be noted that the existing chute spillway's vertical profile is not typical and may have to be modified to provide uniform flow depths.

As part of this Study, a preliminary labyrinth weir design for the spillway entrance was developed. Currently there are approximately 5.5 feet of hydraulic capacity above the crest of the existing ogee weir to safely pass the Design Storm before the dam embankment overtops. Using 5.5 feet, Hazen has approximated that 400 feet of weir length will be required. The current ogee weir is 160-feet wide. Based on typical labyrinth weir design standards, it is anticipated that the 400-foot weir length should be able to be folded and/or compressed into an overall structure width of approximately 145 feet. The 145-foot structure width will have to be narrowed through a transition section to the selected 75-foot chute spillway width. The analysis indicates that a 4-cycle structure will be required. Project will also address the flow-by use Maryland methodology into Raven Rock, Reservoir intake screening for protection of fish spawning, with consideration built into the model for climate change. Project will also require upgrade and/or replacement of the Reservoir aeration system to help address low dissolved oxygen and thermal pollution in Raven Rock and Little Beaver Creek.

Edgemont Reservoir/Breichner Water Plant currently provides emergency potable water supply during high demand time periods and during water distribution system breaks. Based on the ongoing work and evaluations both Triad Engineering and MDE Dam Safety Division, the Reservoir must be maintained a minimum of 6 feet below full pool elevation to minimize seepage from the toe of the earthen embankment. Seepage improvements are necessary to ensure public safety and adequate raw water supply. This work is also necessary to ensure public safety and protect downstream water quality. The Reservoir is currently being maintained in a dry condition to help ensure public safety and to the extent possible minimal impact to downstream water quality. To help ensure the treatability of the raw water modifications to the intake tower may be required as part of this project to include all piping, valving and automation. Upon completion of the Reservoir improvements, the Reservoir will be maintained as full pool elevation and the Breichner Plant will be operated daily to supply Zone 5. During emergency operations Breichner operations will be maximized to serve the Zone 1.

The results of ongoing studies could require a new hydrologic study to evaluate ground water supplies adjacent to the Breichner Plant. Should this occur, this project will entail breaching Reservoir and restoring the site to near original conditions and drilling wells as a source water supply for the Breichner Plant.

b. What is the purpose of this project, why is the project needed, and what problem is being corrected?

The project will repair the existing deficiencies identified in studies and field evaluation beginning 2006 to current. The repairs will address public safety issues to include protection of downstream water quality – remedial action is required by MDE Dam Safety Division (see attached correspondence). MDE Dam Safety Division is considering entering into a Consent Agreement with the City of Hagerstown to address the deficiencies at the Edgemont Reservoir.

Problems to be corrected:

1. Project will protect downstream water quality
2. Project will repair seepage at the toe of the Reservoir
3. Project will address identified significant seepage under the spillway and ogee
4. Project will result in the Ogee Weir, Spillway Transition and Chute Spillway being reconstructed to safely pass the Design Storm (PMP)
5. Project will address possible structural concerns associated with concrete failure at the emergency spillway and ogee interface
6. Project will address intake screening/raw water intake modifications and Reservoir aeration.
7. With the Reservoir being maintained in a dry condition and the subsequent vegetation that has established, dredging will be required to re-establish Reservoir storage capacity.
7. Project will ensure an adequate raw water supply to Breichner WTP
8. Project will address public safety concerns identified in the ongoing studies

c. Has the project been previously submitted to MWQFA for funding consideration?

Yes – this project was submitted in January 2015, 2017, 2018, 2019, 2020,2021, and 2022 and was entitled Edgemont Reservoir Emergency Repair. Based on the findings in the study to be completed in 2020 by Hazen and Sawyer, the scope of required improvements has significantly changed and the need for this project has increased. The City continues to work with Maryland Department of the Environment Dam Safety to refine the PMP to establish final design criteria.

APPLICATION TYPE

Review the Water Quality Funding Eligibility Chart [1] and the Median Household Income/Disadvantaged Community Chart [2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **BRF Wastewater Grant and/or Supplemental Assistance Grant, only.**	
Consider for **WQSRF BIL PFAS/Emerging Contaminants (EC) or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects)	
Consider for **CFMP Grant funding, only.** [3]	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name:	Hagerstown Wastewater Pump Station 13 Reconstruction
Project Address (MUST incl. 9-digit zip code):	205 Western Maryland Parkway, Hagerstown, MD 21740-5148

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST be in xx.xxxxxx format)[4]:	39.640381
Longitude (MUST be in xx.xxxxxx format)[4]:	-77.762321
County:	Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*
2022 Congressional District[5]:	6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*
2022 Legislative District[6]:	02B *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*
Watershed Name and 8-Digit Code[7]:	Antietam Creek / 02-14-05-02 *(drop down)*

Select according to the project location (for WWTPs/WRFs, identify according to the permitted point of discharge) from the drop down list. If multiple, attach a list labeled General Info-Multiple Watersheds and 8-Digit Codes.

National Flood Insurance Program CID[8]:	NA For CFMG projects, only.
Current Owner of project/infrastructure:	City of Hagerstown
Future Owner of project/infrastructure:	City of Hagerstown

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement):	Nancy Hausrath
Federal Tax Identification Number:	5260000794
Applicant Address (MUST incl. 9-digit zip code):	1 Clean Water Circle, Hagerstown, MD 21740-6848
County:	Washington *(drop down)*
Email Address:	NHausrath@Hagerstownmd.org
Phone Number (incl. extension)	301-739-8577, Ext. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name:	Nancy Hausrath
Contact Title:	Director
Contact Address (MUST incl. 9-digit zip code):	1 Clean Water Circle, Hagerstown, MD 21740-6848
Contact Email Address:	NHausrath@Hagerstownmd.org
Contact Phone Number (incl. extension):	301-739-8577, Ext. 677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/WQ%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Pages/floodmgmt.aspx
[4] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[5] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[6] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx
[7] https://mde.maryland.gov/programs/Water/TMDL/DataCenter/Pages/8DigitWatershed.aspx
[8] https://www.fema.gov/cis/MD.html

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Design *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	December-23	November-24	100%
Design	March-25	October-25	0%
Bidding	November-25	December-25	0%
Construction	February-26	December-26	0%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Buchart Horn, Inc.
A/E Firm Contact: Scott Russell
A/E Firm Contact Email Address: scottrussell@bucharthorn.com
A/E Firm Contact Phone Number (incl. extension): 717-852-1472

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 5,175,000
Total $ of Green Components (identified in Section II)		$ -

Additional Funding	Amount
$ of Previous Grant from MWIFA*	$ -
$ of Previous SRF from MWIFA*	$ -

		Amount	Funds Secured? (Yes/No) dropdown[1]	
$ from Applicant*		$ 945,000	Yes	*If "Yes"[1]*
$ from U.S. Army Corps of Engineers*				*If "Yes"[1]*
$ from USDA Rural Development*				*If "Yes"[1]*
$ from DHCD Community Development Block Grant*				*If "Yes"[1]*
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*				*If "Yes"[1]*
$ from Congressionally-Directed Spending (aka "Earmarks")*				*If "Yes"[1]*
$ from Other*				*If "Yes"[1]*
Specify:				
	(y)	$ 945,000		*Will autocalc*
Project Funding Sources Total	(x + y)	**$ 6,120,000**		***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of MWIFA $? (Yes/No) dropdown[2]	
$ for A/E Planning*	$ 135,000	No	*If "Yes"[2]*
$ for A/E Design*	$ 360,000	No	*If "Yes"[2]*
$ for A/E Construction Management*	$ 450,000	No	*If "Yes"[2]*
$ for Construction*	$ 4,500,000	Yes	*If "Yes"[2]*
$ for Land*	$ -	No	*If "Yes"[2]*
$ for Contingency*	$ 675,000	Yes	*If "Yes"[2]*
$ for Administrative*	$ -	No	*If "Yes"[2]*
$ for Other*	$ -	No	*If "Yes"[2]*
Project Funding Uses Total	**$ 6,120,000**		***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

MDE APPLICATION Questions

III. Project Purpose and Summary

A. What is the proposed Project? Include the existing and proposed capacities, length and size of sewer pipes, location of service area, etc.

The Pump Station No. 13 project is proposed to reconstruct the previously existing Pump Station No. 13. This pumping station was taken out of service in late 2003 as part of the Flow Transfer Agreement with Washington County. That Agreement facilitated the transfer of flows from customers in the City's service area to the County's service area. This enabled the County to serve outside City customers at no cost to those wastewater customers located inside the City boundaries.

The Hagerstown Mayor and City Council and the Washington County Commissioners revoked the Consolidated Joint Service Agreement and the Flow Transfer Agreement and enacted the Joint Sewer Service Area Agreement (JSSA) in January 2022. The Mayor and City Council and the Washington County Commissioners incorporated into the JSSA the reconstruction of City Pump Station 13 which will result in the transfer of flow from the County's sanitary sewer system back to the City's sanitary sewer system. The JSSA further required the construction of County owned infrastructure to transfer the sanitary sewer flows currently entering the City's sanitary sewer system in Maugansville area into the County sanitary sewer system for treatment at the County's wastewater treatment plant.

B. What is the purpose of the project, why is the project needed, and what is the problem being corrected?

This project is needed to enable the City to provide sanitary sewer service to customers located within Hagerstown Municipal boundaries. This project will also reduce volume of flow being treated at the Hagerstown Wastewater Treatment Plant (WWTP). The project will reduce inflow and infiltration entering the sanitary sewer system from the Maugansville service area. Additionally, this project will correct inflow and infiltration in the Pump Station 13 sanitary sewer service area thus reducing the total flow entering the WWTP.

C. Has the project previously been submitted to MWIFA for funding consideration? If so, by what project name, has the scope of work changed since that submittal (if so, explain how), and was the project selected to receive funding?

Project was previously submitted in January 2022 but was withdrawn by the City.

Additional Attachments to this Funding Application

1. **Application File:** Hagerstown Pump Station 13 FF25 SFY27 CW Application
2. **Project Purpose and Summary:** Hagerstown Project Summary Pump Station 13
3. **Project Information Street Map:** Pump Station 13 Current Street Map
4. **Color Copy of MDP PFA File:** MDP Priority Funding Map 1A Pump Station 13
5. **Current MDE-approved County Water & Sewer Plan File:** Hagerstown Pump Station 13Water Sewer Plan
6. **Water and Wastewater Rates File:** Hagerstown Pump Station 13 FY25 Rates

APPLICATION TYPE

Review the Water Quality Funding Eligibility Chart [1] and the Median Household Income/Disadvantaged Community Chart [2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **BRF Wastewater Grant and/or Supplemental Assistance Grant, only.**	
Consider for **WQSRF BIL PFAS/Emerging Contaminants (EC) or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects)	
Consider for **CFMP Grant funding, only.** [3]	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name: Hagerstown Wastewater Treatment Plant Improvements - Phase 1

Project Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST be in xx.xxxxxx format)[4]: 39.620097

Longitude (MUST be in xx.xxxxxx format)[4]: -77.707807

County: Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*

2022 Congressional District[5]: 6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*

2022 Legislative District[6]: 02B *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*

Watershed Name and 8-Digit Code[7]: Antietam Creek / 02-14-05-02 *(drop down)*

Select according to the project location (for WWTPs/WRFs, identify according to the permitted point of discharge) from the drop down list. If multiple, attach a list labeled General Info-Multiple Watersheds and 8-Digit Codes.

National Flood Insurance Program CID[8]: NA For CFMG projects, only.

Current Owner of project/infrastructure: City of Hagerstown

Future Owner of project/infrastructure: City of Hagerstown

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement): Nancy Hausrath

Federal Tax Identification Number: 5260000794

Applicant Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

County: Washington *(drop down)*

Email Address: NHausrath@Hagerstownmd.org

Phone Number (incl. extension) 301-739-8577, Ext. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name: Nancy Hausrath

Contact Title: Director

Contact Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

Contact Email Address: NHausrath@Hagerstownmd.org

Contact Phone Number (incl. extension): 301-739-8577, Ext. 677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/WQ%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Pages/floodmgmt.aspx
[4] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[5] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[6] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx
[7] https://mde.maryland.gov/programs/Water/TMDL/DataCenter/Pages/8DigitWatershed.aspx
[8] https://www.fema.gov/cis/MD.html

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Design *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	December-23	November-24	100%
Design	February-25	November-25	5%
Bidding	December-25	February-26	0%
Construction	February-26	August-28	0%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Black & Veatch
A/E Firm Contact: Betsy Baldwin
A/E Firm Contact Email Address: BaldwinB@bv.com
A/E Firm Contact Phone Number (incl. extension): 571-366-6953

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 2,000,000
Total $ of Green Components (identified in Section II)		$ -

Additional Funding	Amount
$ of Previous Grant from MWIFA*	$ -
$ of Previous SRF from MWIFA*	$ 20,000,000

		Amount	Funds Secured? (Yes/No) dropdown[1]	
$ from Applicant*		$ 4,020,000	Yes	If "Yes"[1]
$ from U.S. Army Corps of Engineers*				If "Yes"[1]
$ from USDA Rural Development*				If "Yes"[1]
$ from DHCD Community Development Block Grant*				If "Yes"[1]
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*				If "Yes"[1]
$ from Congressionally-Directed Spending (aka "Earmarks")*				If "Yes"[1]
$ from Other*				If "Yes"[1]
Specify:	(y)	$ 24,020,000		Will autocalc
Project Funding Sources Total	(x + y)	$ **26,020,000**		Will autocalc[3]

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of MWIFA $? (Yes/No) dropdown[2]	
$ for A/E Planning*	$ 520,000	No	If "Yes"[2]
$ for A/E Design*	$ 2,000,000	No	If "Yes"[2]
$ for A/E Construction Management*	$ 1,000,000	No	If "Yes"[2]
$ for Construction*	$ 20,000,000	Yes	If "Yes"[2]
$ for Land*	$ -	No	If "Yes"[2]
$ for Contingency*	$ 2,000,000	Yes	If "Yes"[2]
$ for Administrative*	$ 500,000	No	If "Yes"[2]
$ for Other*	$ -	No	If "Yes"[2]
Project Funding Uses Total	$ **26,020,000**		Will autocalc[3]

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

MDE APPLICATION Questions

III. Project Purpose and Summary

A. What is the proposed Project? Include the existing and proposed capacities, length and size of sewer pipes, location of service area, etc.

The Hagerstown Wastewater Treatment Plant Improvements Project will address multiple plant process areas that all enhance the City of Hagerstown's (City's) ability to meet the effluent Total Phosphorus limit and improve plant reliability, safety, and operational efficiency. The project includes replacement of the existing influent bar screens, addition of a building enclosure covering influent channels and screens, replacement of in-plant pumps, improvements of biological nutrient removal process through nitrate based Internal Mixed Liquor Recycle (IMLR) control, new RAS and WAS pumps and replacement of electrical equipment at the plant. The equipment being replaced has exceeded its design life, resulting in high equipment maintenance requirements, and excessive chemical and power consumption throughout the plant. Proposed improvements will be planned and designed to improve operational efficiencies, reliability, redundancy, and reduce power and chemical demands. The preliminary engineering has been completed on this project and a Preliminary Engineering Report (PER) has been submitted and reviewed by MDE. Detailed design is due to start in February 2025, with bid phase planned for December 2025 pending loan funding availability, bids received, effects on rate structure, and affordability of the customer base. See attached approved water and wastewater rate structure for 2025.

This project will address aging infrastructure and facilitate meeting of nitrogen and phosphorous limits as well as all other quantified permit requirements. The City's existing wastewater treatment plant (WWTP) is currently rated for a capacity of 8.0 million gallons per day (mgd). The proposed improvements are not intended to modify the capacity rating of the plant. The WWTP services a population of 49,635 users (2024 population) in the City of Hagerstown and some surrounding areas. The proposed WWTP improvements will improve water quality of the receiving streams while maintaining the existing WWTP treatment capacity, facilitate plant reliability in meeting permit limits and does not address growth.

B. What is the purpose of the project, why is the project needed, and what is the problem being corrected?

The purpose of the project is to enhance Total Phosphorus removal through plant process improvements and maintain and improve treatment reliability through replacement of influent screens, in-plant pumps, RAS pumps, isolation gates, new chemical feed facility and protection of headworks equipment in an enclosed structure and electrical system upgrades.

Improved screening at the headworks will address the plant's inability to capture and remove debris from the influent wastewater. Currently, the uncaptured debris and rags have a cascading effect on liquid and solids stream processing efficiencies, impact operation of pumps, aeration, and mixing systems downstream, flow through the WWTP, and the quality of biosolids generated for beneficial use. Benefits of enclosure structure at the headworks include improved working environment during extreme temperatures, reduced heat tracing, and extended equipment life span. New in-plant pumps will ensure bypass of overflow to Oxygen Aeration Basin(s) during high flow events. New RAS pumps will provide redundancy to solids recirculation, preventing permit violations from solids passing through the clarifier, whereas the current Final Clarifier #1 RAS pump had zero standby pumps and remaining replacement parts were not available from the manufacturer. The absence of a WAS pump dedicated to wasting from Final Clarifier No. 1, impedes the control of nutrients and compound concentration in the wastewater treatment process. The new WAS pump will ensure the optimal functioning of wasting in the treatment process. New chemical feed facility will bring storage facility up to current standards and prevents injury and contamination from spills and offgas.

Overall, this project is needed to comply with the State and Federal discharge requirements as described in the plant permit.

C. Has the project previously been submitted to MWIFA for funding consideration? If so, by what project name, has the scope of work changed since that submittal (if so, explain how), and was the project selected to receive funding?

The project was submitted to MWIFA for FFY23 funding consideration, under the project name "Hagerstown Wastewater Treatment Plant Improvements" and City of Hagerstown received notification of FFY23 WQSRF Intended Use Plan Funding for $20,000,000 ($17,000,000 loan, $1,500,000 principal forgiveness loan - Base, and $1,500,000 principal forgiveness loan - Gen Supp) for $37,731,000 requested on October 16, 2023.

The project title has been amended to "Hagerstown Wastewater Treatment Plant Improvements Phase 1", to distinguish this application from two additional applications being submitted as Phase 2A – liquids improvements at the WWTP and Phase 2B – solids improvements at the WWTP.

As per the notification pertaining to the FFY23 WQSRF funding, the project has fulfilled the requisite PER and subsequently submitted it to MDE on November 8, 2024. The project scope was scaled down to match the loan funding amount of $20,000,000. The detailed design for the project is starting in February 2025 and expected to reach bid documents by December 2025. An additional $2,000,000 is being requested in this funding application to fund construction contingency, thereby resulting in a total construction budget of $22,000,000.

IV. Project Supporting Documents

A7. The Project can be presumed to mitigate public health and safety hazards posted by water quality problems, flooding, and climate change.

Does not need a paragraph

B6. The project can be credited toward meeting a completed TMDL for Total Nitrogen, Total Phosphorus, sediments, bacteria, or temperature as confirmed by a 4a category listing in the current final integrated Report of Surface Water Quality. *Include attachment.*

The proposed project can be credited toward meeting a completed TMDL for Total Phosphorus for the Antietam Creek sub watershed (02-14-05-02) as shown in the Attachment 07 IV.B. 4a. Influent wastewater screening, BNR improvements in the secondary process through Nitrate Based Internal Mixed Liquor Recycle (IMLR) control, and the chemical feed improvements will all enhance the plant's ability to meet the effluent Total Phosphorus limit. Nitrate based IMLR control will increase the amount of nitrate removal in the BNR anoxic zone by allowing recycle flow adjustment during various conditions. Overall, project improvements are expected to result in a nutrient removal of approximately 2% above existing effluent discharge conditions. Influent screening will improve equipment availability (less downtime due to ragging and debris buildup) and better biosolids quality (because of rag removal). The BNR system and chemical feed upgrades will not only address the City's challenges in meeting the Total Phosphorus limits during high flow events but also the improved denitrification process which will reduce the methanol dosing requirements by 10%-15% at the denitrification filters. A separate application has been submitted which includes biosolids processing facility improvements and are not included this application.

In the summer, the plant approaches compliance limits for NPDES thermal requirements, which will

possibly be a requirement in the next permit cycle. To assist in meeting the future thermal requirements, the headworks enclosure will reduce the exposure of the influent channels to warmer air during the summer.

C3. Project provides for energy reduction or alternate energy generation.

The proposed project aims to achieve energy reduction through the replacement of existing equipment with more energy-efficient units, along with the improvement of operating efficiencies of the current processes. Nitrate based IMLR control feedback system will facilitate the adjustment of pump speed as necessary, thereby reducing energy usage. The replacement of MCC will enable the proper management and monitoring of energy use through effective energy metering. New transformers will reduce the energy loss annually by approximately 413,000 KWh in comparison to the typical energy loss of 30 to 40 year old transformers currently installed at the plant. The planned project pump replacements will provide a forecasted savings of approximately 275,000 kWh per year due to more appropriately sized pumps and higher efficiency motors. See calculation summary in Table 1 and Table 2 on Appendix A. Additional energy use savings from VFDs are not included in the calculation.

C10. Project provides for a disaster resilience component

As part of the proposed project, the WWTP will be equipped with new substations and MCCs. As new process equipment is replaced the associated electrical conduits, electrical manholes, and panels will be updated and will address components that have typically become waterlogged during wet weather. The new systems will include energy metering capabilities, which will enable the effective monitoring and management of energy use across the plant. This feature will also prove to be useful during times of extreme weather conditions, as it will facilitate load curtailment if required. The additional standby pumps in the RAS and In-Plant pump stations will add redundancy to these important systems and the plant will be better equipped to handle higher flows. By incorporating such energy-efficient and disaster-resilient features, the WWTP will be better equipped to handle unforeseen circumstances and operate efficiently in a sustainable manner.

Additional Attachments to this Funding Application

1. **Application File:** 01 Hagerstown_Ph1_Nancy Hausrath_FFY25 SFY27 CW Application.xls
2. **III and IV. Project Summary File:** 02 Hagerstown_Ph1_Nancy Hausrath_III_IV._Project Summary.pdf
3. **General Info Street Map File:** 03 Hagerstown_Ph1_Nancy Hausrath_Info_Current Street Map.pdf
4. **I. Threshold Criteria, A. Color Copy of MDP PFA File:** 04 Hagerstown_ Ph1_Nancy Hausrath_I.A_PFA Map.pdf
5. **I. Threshold Criteria, B. Current MDE-approved County Water & Sewer Plan File:** 05 Hagerstown_Ph1_Nancy Hausrath_I.B_Water_Sewer Plan.pdf
6. **III. Project Purpose and Summary – Water and Wastewater Rates File:** 06 Hagerstown_Ph1_Nancy Hausrath_III.FY2025 Rates.pdf
7. **IV.B6. 4a Listing File:** 07 Hagerstown_Ph1_Nancy Hausrath_IV.B6_4aReport_SurfaceWQ.pdf
8. **Appendix A Energy Savings Calculation File:** 08 Hagerstown_Ph1_Nancy Hausrath_App A_Energy.pdf

APPLICATION TYPE

Review the Water Quality Funding Eligibility Chart[1] and the Median Household Income/Disadvantaged Community Chart[2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **BRF Wastewater Grant and/or Supplemental Assistance Grant, only**.	
Consider for **WQSRF BIL PFAS/Emerging Contaminants (EC) or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects)	
Consider for **CFMP Grant funding, only.**[3]	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name: Hagerstown Wastewater Treatment Plant Improvements Phase 2

Project Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST be in xx.xxxxxx format)[4]: 39.620097

Longitude (MUST be in xx.xxxxxx format)[4]: -77.707807

County: Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*

2022 Congressional District[5]: 6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*

2022 Legislative District[6]: 02B *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*

Watershed Name and 8-Digit Code[7]: Antietam Creek / 02-14-05-02 *(drop down)*

Select according to the project location (for WWTPs/WRFs, identify according to the permitted point of discharge) from the drop down list. If multiple, attach a list labeled General Info-Multiple Watersheds and 8-Digit Codes.

National Flood Insurance Program CID[8]: NA For CFMG projects, only.

Current Owner of project/infrastructure: City of Hagerstown

Future Owner of project/infrastructure: City of Hagerstown

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement): Nancy Hausrath

Federal Tax Identification Number: 5260000794

Applicant Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

County: Washington *(drop down)*

Email Address: NHausrath@Hagerstownmd.org

Phone Number (incl. extension) 301-739-8577, Ext. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name: Nancy Hausrath

Contact Title: Director

Contact Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

Contact Email Address: NHausrath@Hagerstownmd.org

Contact Phone Number (incl. extension): 301-739-8577, Ext. 677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/WQ%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Pages/floodmgmt.aspx
[4] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[5] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[6] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx
[7] https://mde.maryland.gov/programs/Water/TMDL/DataCenter/Pages/8DigitWatershed.aspx
[8] https://www.fema.gov/cis/MD.html

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Planning *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	January-26	November-26	5%
Design	December-26	October-27	0%
Bidding	December-27	February-28	0%
Construction	February-28	August-30	0%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Black & Veatch
A/E Firm Contact: Betsy Baldwin
A/E Firm Contact Email Address: BaldwinB@bv.com
A/E Firm Contact Phone Number (incl. extension): 571-366-6953

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 27,500,000
Total $ of Green Components (identified in Section II)		$ -

Additional Funding	Amount
$ of Previous Grant from MWIFA*	$ -
$ of Previous SRF from MWIFA*	$ -

		Amount	Funds Secured? (Yes/No) dropdown[3]	
$ from Applicant*		$ 4,125,000	Yes	If "Yes"[1]
$ from U.S. Army Corps of Engineers*				If "Yes"[1]
$ from USDA Rural Development*				If "Yes"[1]
$ from DHCD Community Development Block Grant*				If "Yes"[1]
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*				If "Yes"[1]
$ from Congressionally-Directed Spending (aka "Earmarks")*				If "Yes"[1]
$ from Other*				If "Yes"[1]
Specify:				
	(y)	$ 4,125,000		Will autocalc
Project Funding Sources Total	(x + y)	**$ 31,625,000**		Will autocalc[3]

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of MWIFA $? (Yes/No) dropdown[2]	
$ for A/E Planning*	$ 500,000	No	If "Yes"[2]
$ for A/E Design*	$ 1,750,000	No	If "Yes"[2]
$ for A/E Construction Management*	$ 1,250,000	No	If "Yes"[2]
$ for Construction*	$ 25,000,000	Yes	If "Yes"[2]
$ for Land*	$ -	No	If "Yes"[2]
$ for Contingency*	$ 2,500,000	Yes	If "Yes"[2]
$ for Administrative*	$ 625,000	No	If "Yes"[2]
$ for Other*	$ -	No	If "Yes"[2]
Project Funding Uses Total	**$ 31,625,000**		Will autocalc[3]

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

MDE APPLICATION Questions

III. Project Purpose and Summary

A. What is the proposed Project? Include the existing and proposed capacities, length and size of sewer pipes, location of service area, etc.

The Hagerstown Wastewater Treatment Plant Improvements Project Phase 2A aims to further enhance the City of Hagerstown's (City's) ability to meet the Total Phosphorous (TP) effluent limits while improving plant reliability and safety by incorporating upgrades and/or replacements across the plant. The project focuses on overall plant improvements and liquid process upgrades. The project includes expansion of the backup generator power system, replacement of the corroded primary and final clarifier mechanisms, nutrient removal improvements such as installation of Biological Nutrient Removal (BNR) mixer timers, Oxygen Aeration Basin (OAB) oxygen dosing improvements, denitrification filter compressors, grit system upgrade, improvements to enhance settling, re-establishment of drains in pump rooms, storm water pump replacement and replacement of electrical equipment.

Due to the equipment's age and outdated process technologies, the plant is struggling to meet regulatory requirements, particularly during wet weather flow, resulting in high equipment maintenance, excessive power consumption, and regulatory violations. The planned improvements will focus on enhancing operational efficiency, reliability, redundancy, and reducing power usage. Plant improvements will be multi-year projects (beginning design in 2026 and construction completion in 2030) based on funding availability, bids received, effects on rate structure, and affordability of the customer base. See Attachment 6 for approved water and wastewater rate structure.

The City's existing wastewater treatment plant (WWTP) is currently rated for a capacity of 8.0 million gallons per day (mgd).

The WWTP services a population of 49,635 users (2024 population) in the City of Hagerstown and some surrounding areas. The proposed WWTP improvements will secure a consistent high-quality plant effluent discharge into the receiving streams, provide added safety to the aging infrastructure, sustain the existing WWTP treatment capacity, and improve plant reliability in meeting permit limits.

B. What is the purpose of the project, why is the project needed, and what is the problem being corrected?

The purpose of the selected projects is to improve Total Phosphorus removal and treatment reliability.

The primary and older final clarifiers and scum system at the plant are not functioning properly and upgrading them will reduce maintenance and increase reliability. The project is also focused on improving nutrient removal, particularly for nitrogen and phosphorus through dedicated timers for BNR mixers and aeration basin improvements and enhancing settling to increase capacity during high flow events and improve climate resiliency. The additional backup generator will serve as an alternative energy source during outages and replacement of electrical equipment will increase overall treatment reliability and reduce power consumption. Replacement of utility power feed connection will increase reliability during severe weather. The new Storm Water pumps will protect the plant from being inundated during wet weather. Upgrades to the grit system will reduce maintenance on sludge handling pumps and reduce the amount of grit in the biosolids. The aging Operations Building drain system will be replaced to safely drain pump rooms after maintenance and

spills as current drains pipes are collapsed. Replacement blowers providing air to the denitrification filters and instrumentation air will reduce maintenance and increase reliability. Conversion of Effluent Pumps from seal water to graphite packing will reduce water demand.

C. Has the project previously been submitted to MWIFA for funding consideration? If so, by what project name, has the scope of work changed since that submittal (if so, explain how), and was the project selected to receive funding?

Components of the project submitted in this application are similar to the unsuccessful application made by the City of Hagerstown in FFY24, Hagerstown Wastewater Treatment Plant Improvements Project, and did not receive funding. This application is a phase 2A to follow the planned phase 1, $22,000,000 construction project that is pending confirmation of loan funding in the FFY25 application cycle. This project includes the improvements that were identified as the next highest priority equipment needing replacement to maintain the plant liquids processes safety and reliability.

IV. Project Supporting Documents

A7. The Project can be presumed to mitigate public health and safety hazards posted by water quality problems, flooding, and climate change.

Does not need a paragraph

B6. The project can be credited toward meeting a completed TMDL for Total Nitrogen, Total Phosphorus, sediments, bacteria, or temperature as confirmed by a 4a category listing in the current final integrated Report of Surface Water Quality. *Include attachment.*

The proposed project can be credited toward meeting a completed TMDL for Total Phosphorus for the Antietam Creek sub watershed (02-14-05-02) as shown in Attachment 7 IV.B. 4a. To optimize BNR operation, improvements have been identified, including better control over BNR mixing time, and replacement of oxygen control valves with more responsive intelligent valves.

Operating anaerobic zone mixers with timers will improve biological phosphorus removal. The enhancements to settling will improve the plant's treatment capacity during high flow events by retaining the more settleable solids. These enhancements are expected to improve nitrogen and phosphorus removal, increase reliability, reduce power consumption, and reduce secondary effluent nitrate concentrations, resulting in improved water quality in the receiving streams.

C3. Project provides for energy reduction or alternate energy generation.

The proposed project aims to reduce energy consumption by replacing current equipment with more energy-efficient units and enhancing the operating efficiencies of current processes. To save energy, the BNR will only run mixers for a designated period as opposed to running the mixers all the time. However, the energy saving will be minor. The replacement of substation and MCCs will allow for effective energy metering and management. Installing new substation transformer will reduce the energy loss annually by approximately 74,000 KWh in compare to the 30-40 year old transformers currently in use. See calculation summary in Table 1 Appendix A.

C10. Project provides for a disaster resilience component

The WWTP does currently has only partial backup emergency power to keep the plant running in case of a man-made or natural disaster. Project improvements include installation of a generator to ensure uninterrupted operation of plant processes during an emergency or power outage. The new electrical equipment will include energy metering capabilities, which will enable the effective monitoring and management of energy use across the plant. This feature will also prove to be useful during times of extreme weather conditions, as it will facilitate load curtailment if required. The replacement of the utility power feed conductors will improve plant resilience. The aging Storm Water Pumps will be replaced to ensure reliable means of mitigating flooding at the plant during wet weather.

Additional Attachments to this Funding Application

1. **Application File:** 01 Hagerstown_Ph2A_Nancy Hausrath_FFY25 SFY27 CW Application.xls
2. **Signed Approval Sheet:** 02 Hagerstown_ Ph2A_Nancy Hausrath_Approval_Signature.pdf
3. **Project Information Street Map File:** 03 Hagerstown_ Ph2A_Nancy Hausrath_Info_Current Street Map.pdf
4. **I. Threshold Criteria, A. Color Copy of MDP PFA File:** 04 Hagerstown_ Ph2A_Nancy Hausrath_I.A_PFA Map.pdf
5. **I. Threshold Criteria, B. Current MDE-approved County Water & Sewer Plan File:** 05 Hagerstown_ Ph2A_Nancy Hausrath_I.B_Water_Sewer Plan.pdf
6. **III. Project Purpose and Summary – Water and Wastewater Rates File:** 06 Hagerstown_ Ph2A_Nancy Hausrath_III.FY2025 Rates.pdf
7. **IV.B. 4a Listing File:** 07 Hagerstown_ Ph2A_Nancy Hausrath_IV.B6_4aReport_SurfaceWQ.pdf
8. **Appendix A Energy Saving Calculation File:** 08 Hagerstown_ Ph2A_Nancy Hausrath_App_A_Energy_Savings

APPLICATION TYPE

Review the Water Quality Funding Eligibility Chart[1] and the Median Household Income/Disadvantaged Community Chart[2] and use the drop down to insert an X in the box next to only ONE of the following:

Consider for the **best possible MDE funding package, which may include (or be limited to) loan.**	X
Consider for **BRF Wastewater Grant and/or Supplemental Assistance Grant, only.**	
Consider for **WQSRF BIL PFAS/Emerging Contaminants (EC) or equivalent only** (i.e., 100% loan principal forgiveness for PFAS/EC projects)	
Consider for **CFMP Grant funding, only.**[3]	

PROJECT INFORMATION

Attach a copy of a current street map with the exact position of the project location clearly marked.

Project Name: Hagerstown Wastewater Treatment Plant Improvements Phase 2B

Project Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740

Provide for the location of the funded activity. If the project spans a large area, enter the address that best represents the center of the project area.

Latitude (MUST be in xx.xxxxxx format)[4]: 39.620097

Longitude (MUST be in xx.xxxxxx format)[4]: -77.707807

County: Washington *(drop down) If multiple, attach a list labeled General Info-Multiple Counties.*

2022 Congressional District[5]: 6 *(drop down) If multiple, attach a list labeled General Info-Multiple Congressional Districts*

2022 Legislative District[6]: 02B *(drop down) If multiple, attach a list labeled General Info-Multiple Legislative Districts.*

Watershed Name and 8-Digit Code[7]: Antietam Creek / 02-14-05-02 *(drop down)*

Select according to the project location (for WWTPs/WRFs, identify according to the permitted point of discharge) from the drop down list. If multiple, attach a list labeled General Info-Multiple Watersheds and 8-Digit Codes.

National Flood Insurance Program CID[8]: NA For CFMG projects, only.

Current Owner of project/infrastructure: City of Hagerstown

Future Owner of project/infrastructure: City of Hagerstown

If the future owner is not the same as the current owner, please provide a copy of the written agreement between parties.

APPLICANT INFORMATION

Applicant should be the entity to receive, and be legally responsible for, SRF and/or grant funding

Applicant Name (as it would appear on a legal agreement): Nancy Hausrath

Federal Tax Identification Number: 5260000794

Applicant Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

County: Washington *(drop down)*

Email Address: NHausrath@Hagerstownmd.org

Phone Number (incl. extension) 301-739-8577, Ext. 677

CONTACT INFORMATION

*Contact should be the individual to be notified if funding is allocated to the project. Additional contacts can be named on the **Signature** sheet.*

Contact Name: Nancy Hausrath

Contact Title: Director

Contact Address (MUST incl. 9-digit zip code): 1 Clean Water Circle, Hagerstown, MD 21740-6848

Contact Email Address: NHausrath@Hagerstownmd.org

Contact Phone Number (incl. extension): 301-739-8577, Ext. 677

[1] https://mde.maryland.gov/programs/water/WQFA/Documents/WQ%20Subsidy%20Chart-FFY24-FINAL.pdf
[2] https://mde.maryland.gov/programs/water/WQFA/Documents/MHI-Data%2011-2024_FINAL.pdf
[3] https://mde.maryland.gov/programs/Water/StormwaterManagementProgram/Pages/floodmgmt.aspx
[4] https://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees
[5] https://planning.maryland.gov/Redistricting/Pages/2020/congDist.aspx
[6] https://planning.maryland.gov/Redistricting/Pages/2020/legiDist.aspx
[7] https://mde.maryland.gov/programs/Water/TMDL/DataCenter/Pages/8DigitWatershed.aspx
[8] https://www.fema.gov/cis/MD.html

VI. PROJECT SCHEDULE

Provide the information requested and complete the table below.

Current Project Status: Planning *Select from the drop down and enter the percent completed for this phase in the table below*

Phase	Start (Month/Year)	Completion (Month/Year)	Percent Completed
Planning	January-26	November-26	5%
Design	December-26	October-27	0%
Bidding	December-27	February-28	0%
Construction	February-28	August-30	0%

PROJECTS IN CONSTRUCTION PRIOR TO MDE'S VERIFICATION OF COMPETITIVE PROCUREMENT AND COMPLIANCE WITH ALL PROGRAMMATIC REQUIREMENTS WILL NOT BE FUNDED. DO NOT SUBMIT APPLICATIONS FOR PROJECTS THAT ARE, OR WILL BE, IN CONSTRUCTION PRIOR TO THESE REVIEWS BEING COMPLETED BY MDE.

Name of A/E Firm: Black & Veatch
A/E Firm Contact: Betsy Baldwin
A/E Firm Contact Email Address: BaldwinB@bv.com
A/E Firm Contact Phone Number (incl. extension): 571-366-6953

VII. PROJECT FUNDING

Complete tables A and B below for the project. Total Funding Source and Total Funding Uses should match.

A. Project Funding Sources

This Request		Amount	
Total $ of MWIFA Funding Requested, regardless of source	(x)	$ 11,000,000	
Total $ of Green Components (identified in Section II)		$ -	
Additional Funding		**Amount**	
$ of Previous Grant from MWIFA*		$ -	
$ of Previous SRF from MWIFA*		$ -	
		Amount	**Funds Secured? (Yes/No) dropdown[1]**
$ from Applicant*		$ 1,650,000	Yes
$ from U.S. Army Corps of Engineers*			
$ from USDA Rural Development*			
$ from DHCD Community Development Block Grant*			
$ from Water Infrastructure Finance and Innovation Act (WIFIA)*			
$ from Congressionally-Directed Spending (aka "Earmarks")*			
$ from Other*			
Specify:			
	(y)	$ 1,650,000	
Project Funding Sources Total	(x + y)	**$ 12,650,000**	

If "Yes"[1] (each row) — *Will autocalc* — ***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

B. Project Funding Uses

	Amount	Use of MWIFA $? (Yes/No) dropdown[2]
$ for A/E Planning*	$ 200,000	No
$ for A/E Design*	$ 700,000	No
$ for A/E Construction Management*	$ 500,000	No
$ for Construction*	$ 10,000,000	Yes
$ for Land*	$ -	No
$ for Contingency*	$ 1,000,000	Yes
$ for Administrative*	$ 250,000	No
$ for Other*	$ -	No
Project Funding Uses Total	**$ 12,650,000**	

If "Yes"[2] (each row) — ***Will autocalc[3]***

** Include $ for project planning/design/construction already completed*

[1] If answer is "Yes," provide a copy of funding confirmation letter.

[2] Select "Yes" if funding requested in this application will be used for this line item.

[3] Will automatically calculate. **Project Funding Sources Total must match Project Funding Uses Total.**

MDE APPLICATION Questions

III. Project Purpose and Summary

A. What is the proposed Project? Include the existing and proposed capacities, length and size of sewer pipes, location of service area, etc.

The Hagerstown Wastewater Treatment Plant Improvements Project Phase 2B aims to further enhance the City of Hagerstown's (City's) ability to meet the Total Phosphorous (TP) effluent limits while improving plant reliability and safety. The project focuses on solids handling improvements. The project includes automation of primary clarifier scum removal, upgrades to biosolids storage tank improvements to reduce phosphorous return. This application includes improvements at the biosolids processing facility for replacement of the silo, roof, and implementation of 2024 Dust Hazard Analysis (DHA) recommendations and facility fire suppression systems to improve safety and prolong equipment life inside the facility.

Due to the equipment's age and outdated process technologies, the plant is struggling to meet regulatory requirements, particularly during wet weather flow, resulting in high equipment maintenance, excessive power consumption, and regulatory violations. The planned improvements will focus on enhancing operational efficiency, reliability, redundancy, and reducing power usage. Plant improvements will be multi-year projects (beginning design in 2026 and construction completion in 2030) based on funding availability, bids received, effects on rate structure, and affordability of the customer base. See Attachment 6 for approved water and wastewater rate structure. The City's existing wastewater treatment plant (WWTP) is currently rated for a capacity of 8.0 million gallons per day (mgd). The WWTP services a population of 49,635 users (2024 population) in the City of Hagerstown and some surrounding areas. The proposed WWTP improvements will secure a consistent high-quality water discharge into the receiving streams, provide added safety to the aging infrastructure, sustain the existing WWTP treatment capacity, and improve plant reliability in meeting permit limits.

B. What is the purpose of the project, why is the project needed, and what is the problem being corrected?

The purpose of the selected projects is to improve Total Phosphorus removal, treatment reliability, and improve biosolids facility operations safety.

The scum conveyance system at the plant are not functioning properly and upgrading them will reduce maintenance and increase reliability. The project is also focused on reducing phosphorous return from the biosolids filtrate recycle stream to make the treatment process more consistent to operate. The biosolids processing facility operates four days per week, and the high nutrient filtrate makes control of oxygen in the aeration basins challenging, especially during summer where ortho-phosphorous concentration rises in the filtrate stream. The solids storage tank mixing improvements will help mitigate septic conditions contributing to high levels of ortho-phosphorous. The replacement of the biosolids processing facility silo and roof, along with DHA improvements, will improve operational safety.

C. Has the project previously been submitted to MWIFA for funding consideration? If so, by what project name, has the scope of work changed since that submittal (if so, explain how), and was the project selected to receive funding?

Components of the project submitted in this application are similar to the unsuccessful application made by the City of Hagerstown in FFY24, Hagerstown Wastewater Treatment Plant Improvements Project, and did not receive funding. This application is a phase 2B to follow the planned phase 1, $22,000,000 construction project that is pending confirmation of loan funding in the FFY25 application cycle. This project includes the improvements that were the highest priority equipment to maintain plant biosolids processing safety and reliability.

IV. Project Supporting Documents

A7. The Project can be presumed to mitigate public health and safety hazards posted by water quality problems, flooding, and climate change.

Does not need a paragraph

B6. The project can be credited toward meeting a completed TMDL for Total Nitrogen, Total Phosphorus, sediments, bacteria, or temperature as confirmed by a 4a category listing in the current final integrated Report of Surface Water Quality. *Include attachment.*

The proposed project can be credited toward meeting a completed TMDL for Total Phosphorus for the Antietam Creek sub watershed (02-14-05-02) as shown in Attachment 7 IV.B. 4a. To optimize solids storage and processing that will lower nutrient filtrate return from biosolids storage processing facility.

C3. Project provides for energy reduction or alternate energy generation.

The proposed project aims to reduce energy consumption by replacing current equipment with more energy-efficient units and enhancing the operating efficiencies of current processes. The project includes the replacement of solids holding tank aging blowers and mixers with mechanical mixing to achieve forecasted savings of 141,400 kWh per year. See calculation summary in Table 1 Appendix A.

C10. Project provides for a disaster resilience component

In the event of extreme weather conditions causing a power outage at the plant, there is a risk of the biosolids processing facility shutting down with dried material inside. On restarting the process, the dried solids are exposed to oxygen at high temperatures, which can lead to ignition of the dried material and any accumulated dust in the system poses a potential risk of explosion. Isolating various pieces of equipment, like the silo, under DHA improvements will help improve resiliency of the plant and act as a protective measure for equipment and personnel. Fire suppression systems will also be improved at the biosolids processing facility to mitigate damage.

Additional Attachments to this Funding Application

1. **Application File:** 01 Hagerstown_Ph2B_Nancy Hausrath_FFY25 SFY27 CW Application.xls
2. **Project Summary:** 02 Hagerstown_ Ph2B_Nancy Hausrath_Project Summary.pdf
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4. **I. Threshold Criteria, A. Color Copy of MDP PFA File:** 04 Hagerstown_ Ph2B_Nancy Hausrath_I.A_PFA Map.pdf
5. **I. Threshold Criteria, B. Current MDE-approved County Water & Sewer Plan File:** 05 Hagerstown_ Ph2B_Nancy Hausrath_I.B_Water_Sewer Plan.pdf
6. **III. Project Purpose and Summary – Water and Wastewater Rates File:** 06 Hagerstown_ Ph2B_Nancy Hausrath_III.FY2025 Rates.pdf
7. **IV.B. 4a Listing File:** 07 Hagerstown_ Ph2B_Nancy Hausrath_IV.B6_4aReport_SurfaceWQ.pdf
8. **Appendix A Energy Saving Calculation File:** 08 Hagerstown_ Ph2B_Nancy Hausrath_App_A_Energy_Savings