

Regular Session (14th Voting Session)
Mayor and City Council
June 17, 2025
Agenda

7:00 PM - June 17, 2025 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. 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, July 1, 2025 – No Meeting Scheduled
 - 2. Tuesday, July 8, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, July 15, 2025 - Work Session at 4:00 p.m.
 - 4. Tuesday, July 22, 2025 – Regular Session at 7:00 p.m.
 - 5. Tuesday, July 29, 2025 - No Meeting Scheduled

V. APPOINTMENTS

- A. Hagerstown Youth Council Partner Group Members

VI. 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, June 17, 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.

VII. MINUTES

April 1, 2025, April 8, 2025, April 15, 2025, and April 22, 2025
May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025 and May 27, 2025

VIII. CONSENT

A. City Clerk

- 1. Social Media Archiving Contract - Civic Plus (Dallas, TX) \$ 10,570.77

B. Fire

1. Reline Burn Building- HFD Training Center - WHP Training Towers (Grandview, MO) \$ 134,638.00

A. Human Resources

1. Administration of Medical Coverage United Healthcare (Chicago, IL) \$ 364,397.00
2. Administration of Dental Coverage United Concordia (Hunt Valley, MD) \$ 44,544.00
3. Stop Loss Insurance - Annual Premium: United Healthcare (Chicago, IL) \$ 784,068.00
4. City-Sponsored Life Insurance: Hartford Life (Hartford, CT) \$ 69,185.00
5. Worker's Compensation Surety Bond: Midwest Employers Casualty Company (Chesterfield, MO) \$ 35,250.00
6. Worker's Compensation – Excess Liability: Midwest Employers Casualty (Chesterfield, MO) \$ 179,383.00
7. Worker's Compensation - Third Party Administration: PMA Management Company (Blue Bell, PA) \$ 27,200.00

B. Technology and Support Services

1. vTech Solution, Inc. – Renewal of Office 365 license – vTech Solution, Inc. (Washington, DC) \$ 54,444.24

C. Planning and Code Administration

1. Weeds, Trash and Debris Contract - LawnTopia Group LLC (Thurmont, MD) \$ 50,000.00

D. Engineering

1. Miscellaneous Architectural Services Contract - Newcomer Associates (Chambersburg, PA) and Murphy & Dittenhafer (Baltimore, MD)
2. AutoCAD Subscription Renewal - DLT Solution LLC (Herndon, VA) \$ 10,947.74
3. Alley Reconstruction & Patching - SFMS, Inc. (Bethesda, MD) \$ 155,000.00

E. Utilities

1. Light - Repairs to Unit 124 -- New Direction Utilities (Hagerstown, MD) \$13,327.02
2. Water: R.C.Willson WTP Intake Structure Improvements ~ Hazen and Sawyer (Baltimore, MD) \$116,926.00

IX. UNFINISHED BUSINESS

- A. No Unfinished Business Items

X. NEW BUSINESS

- A. Approval to Amend Doub Property Annexation Agreement
- B. Introduction of an Ordinance: PUD-R Amendment for Doub Property
- C. Introduction of an Ordinance: Prohibiting Outdoor Lodging
- D. Approval of a Resolution: Surety Bond with Midwest Employer's Casualty
- E. Approval of a Resolution: Washington County Museum of Fine Arts Lease Agreement
- F. Approval of a Resolution: Memorandum of Understanding for School Resource Officer

- G. Approval of a Resolution: FY26 Community Legacy Fund Applications
- H. Approval of a Resolution: FY26 Strategic Demolition Fund Applications
- I. Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program.
- J. Approval of a Memorandum of Understanding: Special Appropriation Grant for Water/Wastewater Master Plan Study
- K. Approval of Non-Union Pay Scale
- L. Approval of HPD Non-Union Pay Scale
- M. Approval of FY 26 On-Call Electrical Maintenance Services
- N. Approval of Boiler Services and Maintenance
- O. Approval of HVAC Service and Maintenance
- P. Approval of Elevator Maintenance Services
- Q. Approval of Contractual Services to Assist with Emergency Storm Restoration
- R. Approval of Invest Hagerstown Program Funding Levels for FY26
- S. Approval of Lease Holdover Extension: Department of Labor Licensing & Regulation 14 N. Potomac St.
- T. Approval of Safe Streets Grant Application
- U. Approval of Community Parks & Playground Grant Request FY27 Wheaton Park Playground Equipment
- V. Approval of Union Contract IBEW

XI. GENERAL CITIZEN COMMENTS

- A. General Citizen Comments are welcome and shall be limited to three minutes.
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XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

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

Topic:

Mayor William B. McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Hagerstown Youth Council Partner Group Members

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Social Media Archiving Contract - Civic Plus (Dallas, TX) \$ 10,570.77

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Communications_-_CivicPlus_Social_Media_Archiving.pdf

Description

Consent: Civic Plus Archive
Social Media

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATIGIC 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.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
X	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.
X	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.
X	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

Wes Decker Digitally signed by Wes Decker
Date: 2025.05.29 09:15:35 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Alfonse

Tyler Freese 6/5/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#336306

7/23/2025

Bill To

Wes Decker
City of Hagerstown, MD
1 East Franklin Street
Hagerstown MD 21740

TOTAL DUE

\$10,570.77

Due Date: 8/22/2025

Terms
Net 30

Customer
City of Hagerstown, MD

Approving Authority

Qty	Item	Start Date	End Date	Amount
1	Social Media Archiving Premium	7/23/2025	7/22/2026	\$10,570.77

Total \$10,570.77

Due \$10,570.77

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Communications June Consent Agenda Item

From Wes Decker <wdecker@hagerstownmd.org>

Date Thu 5/29/2025 9:27 AM

To Donna Spickler <DSpickler@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>

 2 attachments (272 KB)

CONSENT AGENDA FORM - CivicPlus Social Media Archiving Premium Subscription Renewal.pdf;
Invoice_336306_1747332624643.pdf;

Donna and Michelle,

Please find the completed Consent Agenda Form and Invoice for our social media archiving contract with CivicPlus.

I used last year's as a guide and added a more detailed description of what the actual service entails. I know you will, but please check the Budget Amount and the Account Balance I entered for accuracy. The \$35,000 figure is the same as was entered on the form last year.

Please let me know if any revisions or changes are necessary.

Thanks,
Wes

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

Topic:

Reline Burn Building- HFD Training Center - WHP Training Towers (Grandview, MO) \$
134,638.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Reline_Burn_Bldg_memo.pdf

Reline_Burn_Bldg_consent.pdf

Reline_Burn_Bldg_quote.pdf

Description

Reline Burn Building- HFD
Training Center Memo

Reline Burn Building- HFD
Training Center Consent

Reline Burn Building- HFD
Training Center Quote



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 17, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco *J E DiBacco*

SUBJECT: Reline Masonry Burn Building – HFD Training Center

The Hagerstown Fire Department respectfully requests approval to proceed with the relining of the original one-story block burn building located at our training facility. The current lining system has deteriorated due to years of use and repeated exposure to high temperatures during live fire training evolutions. To maintain a safe and functional training environment, replacement of the lining is necessary.

To ensure consistency across our training structures, the relining will utilize Padgenite, the same durable, heat-resistant lining system that was installed in our newly constructed burn building. Standardizing the lining material across both structures will promote uniform fire behavior during training, simplify maintenance, and reduce long-term costs associated with repairs and replacement.

The preferred vendor for this project is WHP Training Towers, the same vendor who completed the installation of Padgenite in the new burn building. Using WHP ensures continuity in quality, product compatibility, and adherence to manufacturer specifications.

The total cost of the relining project is \$134,638. This investment will enhance the safety, reliability, and efficiency of our fire training program for years to come.

We appreciate the continued support of the Mayor and Council as we work to maintain a high standard of professional training for the Hagerstown Fire Department.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	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 Necessary repairs for continued use of this critical training prop. Replacement cost with new construction would exceed \$1 million. This is the most economical solution with the quickest turn around.


Signature / Date 6/2/25


Signature / Date 6/2/25

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



May 30th, 2025

Q-CB25055A (via email)

Russell Grim, Battalion Chief
Hagerstown Fire Department
25 Church St.
Hagerstown, MD 21740

Phone: 301-791-2544
Email: rgrim@hagerstownmd.org

Dear Battalion Chief Grim:

Thank you for your interest in the relining of your existing masonry burn building in Hagerstown, MD as per the recommendations set forth in Jim Eicholtz's email of burn room dimensions. Demolition of existing thermal lining will be provided by owner and demolition work to be completed prior to WHP installing new lining systems. WHP Trainingtowers™ appreciates your consideration for the following:

Burn Room 1 (B side): (678 sf total)

- 11'-7" x 17' x 9'-5"H (762 sf)
- 3 doors, 4' x 7' (one connects to burn room 2) (-84 sf)
- 2 ceiling mounted temperature probes (locations TBD)

Burn Room 2 (D side): (726 sf total)

- 13' x 17' x 9'-5"H (826 sf)
- 3 doors, 4' x 7' (one connects to burn room door 1) (-84 sf)
- Ceiling hatch, approximately 4' x 4', no lining, lining field fit to finish off with a return (similar to MFRI sites with ceiling hatches without the refractory) (-16 sf)
- 2 ceiling mounted temperature probes (locations TBD)

Hallway:

- 4' x 28' **(112 sf total)**
- There is a combination of 4' x 7' doors, a wall mounted 5' x 8' steel box on a wall and exterior man doors
- The hallway will be lined on the ceiling only

Materials (1,516 sf) and Freight: \$97,860.00

Labor: \$36,778.00

Total: \$134,638.00*

* Pricing is in US Dollars and is good for 60 days from date of quote.

Exclusions: We exclude from our proposal: Prevailing wage rates, demolition of existing thermal lining, temperature monitoring system, bonds, taxes, permits, special insurance requirements if any, field painting, mechanical, electrical, fire protection systems, gas fired simulators, concrete work, engineering layout and general condition items and any other miscellaneous fees.

Schedule: We estimate that delivery would require 14-16 weeks for shipping after receipt of purchase order. Work will be scheduled at a date that is agreeable to both the owner and WHP, and we anticipate 2 to 3 weeks to complete work.

Terms: 25% materials deposit due upon receipt of order with remainder billed upon delivery, labor will be billed monthly. Net 30. Invoices not in dispute over 30 days will be assessed 1 1/2 % per month on balances in excess of 30 days.

We hope you will find this proposal acceptable and we look forward to working with you.

Respectfully,



Clint Brown
WHP TrainingTowers™
1-800-351-2525
clintb@trainingtowers.com

Approval	
Print Name	_____
Signature	_____
Date	_____
Tax Exempt Number	_____

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

Topic:

Administration of Medical Coverage United Healthcare (Chicago, IL) \$ 364,397.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Administration_of_Medical_Coverage.pdf

Description

Consent: Health Insurance
United Healthcare

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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.
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	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

Approved

[Signature] 6/2/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

[Signature] 6/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Administration of Dental Coverage United Concordia (Hunt Valley, MD) \$ 44,544.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Dental_Coverage.pdf

Description

Consent: Dental Coverage
United Concordia


[illegible]

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REVIEWED AND APPROVED AS FOLLOWS:

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COMMENTS

approved
 6/2/25
 Signature / Date

 Signature / Date

(2) Purchasing Agent

COMMENTS

Approved - need updated w9

Tyler Freese 6/5/25
 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date

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

Topic:

Stop Loss Insurance - Annual Premium: United Healthcare (Chicago, IL) \$ 784,068.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Specific_Stop_Loss_Insurance.pdf

Description

Consent: Stop Loss Annual
Premium

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COMMENTS

Approval



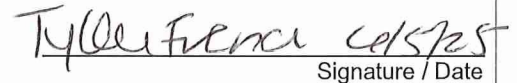
6/2/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved - need updated COA


Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

City-Sponsored Life Insurance: Hartford Life (Hartford, CT) \$ 69,185.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Life_Insurance.pdf

Description

Consent: City-Sponsor Life
Insurance Hartford Life

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	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

Approved

[Signature] = 6/2/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need update w/9

[Signature] 6/5/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Worker's Compensation Surety Bond: Midwest Employers Casualty Company (Chesterfield, MO) \$ 35,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Workers_Comp_-_Surety_Bond.pdf

Description

Consent: Workers Comp
Surety Bond: Midwest

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: June 10, 2025 Special Session Date: _____

Originating Department: Human Resources Division (if applicable): _____

Department Director or Manager: Kevin DeHaven

Account/Project Name: Workers' Compensation Surety Bond

Account No: WC Fund 71, 5309 Object CIP Control No.

Budget Amount: \$47,676 Account Balance: \$47,676 Unbudgeted Amount: \$

Fiscal Year: 2026 Source of Funds: FY 2026- Workers' Comp Fund 71, Other Prof. Svs.

Quantity	Description	Value
1	Workers' Compensation Surety Bond- continuance bond	\$ 35,250.00
TOTAL VALUE OF PROJECT		\$ 35,250.00

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Midwest Employers Casualty Company
Business Address: 14755 North Outer Road
City/State/Zip: Chesterfield, MO 63017

Bid/Proposal/Quote No.: Brokered by CBIZ Sole Source? Yes X No


[illegible]

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
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	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

 5/20/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - vendor needs set up in munis

 6/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Worker's Compensation – Excess Liability: Midwest Employers Casualty (Chesterfield, MO) \$ 179,383.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR- _Workers_Comp_-_Excess_Liability_Insurance.pdf

Description

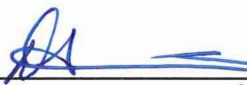
Consent: Workers Comp
Excess Liability

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

 5/20/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - vendor needs set up in Mavis

 6/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Worker's Compensation - Third Party Administration: PMA Management Company (Blue Bell, PA) \$ 27,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Workers_Comp_-_Third_Party_Administration.pdf

Description

Consent: Workers Comp
TPA Services



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: June 10, 2025 Special Session Date: _____

Originating Department: Human Resources Division (if applicable): _____

Department Director or Manager: Kevin DeHaven

Account/Project Name: Workers' Compensation Claims Administration

Account No: WC Fund 71, 530501 Object CIP Control No. _____

Budget Amount: \$50,000 Account Balance: \$50,000 Unbudgeted Amount: \$ _____

Fiscal Year: 2026 Source of Funds: FY 2026- Workers' Compensation Fund 71

Quantity	Description	Value
1	Workers' Compensation Self-Insurance TPA Services	\$ 27,200.00
TOTAL VALUE OF PROJECT		\$ 27,200.00

ABOVE TO BE USED FOR: The above costs are for workers' compensation self-insurance third party lump-sum administration fees. Fees assessed on claims and medical savings will be assessed throughout the policy period. This is the first year of a three-year contract.

RECOMMENDED VENDOR: Business Name: PMA Management Corporation (PMA)
Business Address: 380 Sentry Parkway
City/State/Zip: Blue Bell, PA 19422

Bid/Proposal/Quote No.: Brokered by CBIZ Sole Source? Yes ☒ No


OTHER VENDORS		
Firm	City/State	Total Amount
Gallagher Bassett		\$44,455
Sedwick		\$48,800
Davies		\$26,500 + services
		not enumerated

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

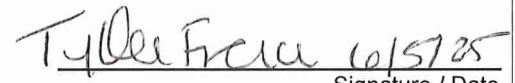
 5/20/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve need updated W9

 6/5/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

City of Hagerstown TPA Comparison

	PMA	Gallagher Bassett	Sedgwick	Davies
Fees Per Claim				
WC Medical Only	N/A No per claim fee	\$185	\$185	N/A No per claim fee
WC Indemnity	N/A No per claim fee	\$995	\$995	N/A No per claim fee
Incident Only	N/A No per claim fee	\$50	\$41	N/A No per claim fee
Based on claim projection				
Indemnity		18	30	62
Medical Only		43	70	Incl
Incident Only		33	0	Incl
Total Claims		94	100	62
Total Claim Fees	\$21,200	\$27,515.00	\$42,800.00	\$20,000.00
Admin Services				
Administration (Annual)	\$4,000	\$5,000	\$4,000	\$6,500
RMIS/Licensing <i>12K @ 2</i>	\$4,000 @ 4 Users	\$2500 @ 2 Users	4 Users included	2 Users included
Data Conversion/Implementation Fee	N/A	\$9,440	\$2,000	Included in Admin fee
Total Admin Services	\$8,000	\$16,940.00	\$6,000.00	\$6,500.00
Bill Review/Repricing (% of savings)	22%	27%	29%	21%
Ancillary Services	Ad Hoc-Fee Schedule	Ad Hoc-Fee Schedule	Ad Hoc-Fee Schedule	Ad Hoc-Fee Schedule
Annual Estimate	\$29,200.00 <i>\$27,200</i>	\$44,455.00	\$48,800.00	\$26,500.00

Fees Per Claim

PMA and Davies both offer contract based on potential claim volume for a flat fee. Gallagher Bassett and Sedgwick charge a per claim fee which means the cost could increase in any given year with additional claim volume then projected. PMA does charge a per claim fee for one occurrence exceeding 10 claimants

Administrative Services

All TPA's reviewed charge a yearly administrative fee to handle the program. Sedgwick and Davies include RMIS access as part of the fee. Gallagher Bassett and Sedgwick both charge data conversion fees to capture all current claims in the program. Davies includes data conversion in the overall admin fee and PMA is the incumbent so no need for data conversion. PMA and Gallagher Bassett have a separate charge for RMIS access and Sedgwick and Davies include RIMS access as part of the fee. Sedgwick includes the highest number of RMIS access with four users

Bill Review/ Repricing

All the TPA's charge a percentage of savings per bill. Davies offers the lowest charge at 21% with PMA right behind at 22%. Sedgwick has the highest charge at 29% followed by Gallagher Bassett at 27%

Ancillary Services

These are charges for Nurse Case Management, Utilization Review, Pharmacy, Peer Review and additional Claim and Risk control services. The fees are all paid on an ad hoc basis as the services are utilized on a claim. All the TPA's apart from Davies break out the costs and hourly fees for such service in the contract or proposal.

Comments

The incumbent PMA appears to have the best offer based on the fact they are the incumbent, and the pricing is significantly lower than both Gallagher Bassett and Sedgwick. Davies is slightly cheaper but would require data transfer and unclear pricing for ancillary services for a true comparison. Their quality of claims handling is an unknown as compared with PMA who you have worked with and been happy with for several years. The cost difference is not enough to move in our opinion given your current satisfaction with claims handling and services provided by incumbent PMA

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

Topic:

vTech Solution, Inc. – Renewal of Office 365 license – vTech Solution, Inc. (Washington, DC) \$ 54,444.24

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

vTech_O365_Licenses.pdf

Description

Office 365 Licenses

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Weeds, Trash and Debris Contract - LawnTopia Group LLC (Thurmont, MD) \$ 50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Inspections -
_Weeds__Trash_and_Debris_Abatement_Contract.pdf

Description

Consent Weeds Trash
Debris

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

line to external contract used to supplement
Abatement services provided by public works

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Miscellaneous Architectural Services Contract - Newcomer Associates (Chambersburg, PA) and Murphy & Dittenhafer (Baltimore, MD)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Architectural_Services_Contract.pdf

Description

Consent: Architectural
Services



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: June 17, 2025 Special Session Date: _____

Originating Department: Engineering & Permits Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Miscellaneous Architectural Services Contract

Account No: 0109004-5306 CIP Control No. _____

Budget Amount: \$ 60,000 Account Balance: \$ 60,000 Unbudgeted Amount: \$ 0

Fiscal Year: 26 Source of Funds: Operating Budget

Quantity	Description	Value
1	On-call consulting contract for architectural services	
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Retain consultants to provide architectural services on various City projects. Two-year indefinite delivery quantity contract with the option to extend the contract for three additional on-year terms.

RECOMMENDED VENDOR: Business Name: Newcomer Associates Murphy & Dittenhafer
Business Address: 1105 Sheller Ave 805 N Charles Street
City/State/Zip: Chambersburg, PA 17201 Baltimore, MD 21201

Bid/Proposal/Quote No.: RFP 25-AS-11 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
BFM Architects	Hagerstown, MD	
MSB Architects	Hagerstown, MD	
Wade Architecture, LLC	Hagerstown, MD	

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of Newcomer Associates and Murphy & Dittenhafer as on-call architectural consultants.

 6/3/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 6/3/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

AutoCAD Subscription Renewal - DLT Solution LLC (Herndon, VA) \$ 10,947.74

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_AutoCAD_Renewal.pdf

Description

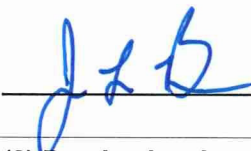
Consent: AutoCAD
Renewal

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS *Recommend continuing our relationship with DLT Solutions to provide essential engineering design software that our department depends upon.

 6/3/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 6/5/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



DLT Solutions

PRO-FORMA INVOICE

Invoice #: 5309167A

Date: 6/2/2025

Order #: 5309167

RFQ #:

Terms: Net 30 Days Credit Card COD

DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Sales Rep: Troy Darling

Phone: 888-358-9346

Fax: 888-358-9346

Email: sales@dlt.com

Web: http://www.dlt.com/

Bill To Address:	Ship To Address:	Shipping Instructions:
Name: Jeannie Jefferies Agency: Hagerstown, City of (MD) Address: 1 E Franklin St Engineering Dept City/State/Zip: Hagerstown, MD 21740-4914 Email: jjefferies@hagerstownmd.org	Hagerstown, City of (MD) 1 E Franklin St Engineering Dept Hagerstown, MD 21740-4914	

Item	Part# / Mfg #	Description	Qty / Contract	Unit Price	Ext Price
1	9701-1004929 C1RK1-002672-L851	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal	1 OM	\$1,994.07	\$1,994.07
2	9701-1008733 02HI1-009608-L819	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)	5 OM	\$1,345.75	\$6,728.75
3	9701-1008749 C1RK1-007978-L879	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)	3 OM	\$741.64	\$2,224.92
Total Price:					\$10,947.74

By ACH/Wire

DLT Solutions, LLC
Bank of America
ABA #111000012
Acct #4451063799
SWIFT Code: BOFAUS3N
Contact: ACH 301-517-3118
1455 Market Street
San Francisco, CA 94109

By Regular Mail

DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

By Overnight Mail

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Page 1 of 1

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

Topic:

Alley Reconstruction & Patching - SFMS, Inc. (Bethesda, MD) \$ 155,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Alley_Reconstruction.pdf

Description

Consent: Alley
Reconstruction



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: June 17, 2025 Special Session Date: _____

Originating Department: Engineering & Permits Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Alley reconstruction spring 2025

Account No: 4509004-5594 CIP Control No. 324

Budget Amount: \$ 130,000 Account Balance: \$ 290,000 Unbudgeted Amount: \$ 0

Fiscal Year: 25 Source of Funds: CDBG

Quantity	Description	Value
1	Alley reconstruction and patching	\$ 144,795.58
1	Contingency & tree removal	\$ 10,204.42
TOTAL VALUE OF PROJECT		\$ 155,000.00

ABOVE TO BE USED FOR: Hire contractor to reconstruct concrete alleys at various locations around the City.

RECOMMENDED VENDOR: Business Name: SFMS, Inc.
Business Address: 10319 Westlake Drive, Suite 177
City/State/Zip: Bethesda, MD 20817

Bid/Proposal/Quote No.: RFP 25-AR-08 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
DIR Construction	Laurel, MD	\$149,962.50
INL Construction, LLC	Oxen Hill, MD	\$150,218.50
Highway and Safety Services	Gaithersburg, MD	\$163,978.50
Huntzberry Brothers, Inc	Smithsburg, MD	\$171,121.00
Concrete Central LLC	Hagerstown, MD	\$177,620.00
J T Rock Excavating	Mt Airy, MD	\$198,760.00
Henson and Son	Hagerstown, MD	\$216,913.36
Kinsley Construction	Hagerstown, MD	\$252,400.99

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	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 Recommend award of contract to SFMS, LLC.



Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve



Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - Repairs to Unit 124 -- New Direction Utilities (Hagerstown, MD) \$13,327.02

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

202506_Repairs_to_Unit_124.pdf

Description

CONSENT REPAIRS TO
UNIT 124

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>

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

Topic:

Water: R.C.Willson WTP Intake Structure Improvements ~ Hazen and Sawyer (Baltimore, MD)
\$116,926.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT- WATER- _RCW-
WTP_INTAKE_STRUCTURE_IMPROVEMENTS_06172025.pdf

QUOTE-
_RCW_WTP_INTAKE_STRUCTURE_IMPROVEMENTS_CO1_06172025.pdf

Description

CONSENT RCW-
WTP INTAKE
IMPROVEMENTS
QUOTE HAZEN
RCW-WTP
INTAKE
IMPROVEMENTS

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

**CITY OF HAGERSTOWN UTILITIES DEPARTMENT
ENGINEERING SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE
PROJECTS**

HAZEN AND SAWYER (HAZEN)

**SCOPE AMENDMENT NO. 1
RC WILLSON LEVEE EAP
(PO #20221126-00)**

March 3, 2025

PROJECT UNDERSTANDING/BACKGROUND

The City is requesting additional assistance from Hazen and Sawyer (Hazen) to provide technical guidance on upgrades at the RC Willson Water Treatment Plant (WTP), specifically the RC Willson Levee. Hazen has direct knowledge and experience with the traveling screen replacement, low lift pump station replacement, and Emergency Action Plans (EAPs) for the RC Willson Levee, having previously performed work at the RC Willson WTP. Hazen has supported the City at their dam facilities since 2016 and with water projects since 2005, serving as their trusted advisor.

Additionally, the proposed scope of work for the intake is a direct result of Hazen's Intake Evaluation Technical Memorandum and past completed work at the intake. This will be an amendment to existing PO No. 20221126-00. Work items include:

- The design, bid, and award for intake slide rail upgrades and intake bar screen replacement at the existing intake at the RC Willson WTP. Construction phase services will be a separate Amendment at a later date.
- Review of intake bar screen materials and recommendations to the City on procurement.
- Assist the City in coordination of CCTV inspection of the intake pipes during intake modifications.
- Review CCTV inspection data, including prior City conducted inspection data, to assess any long term intake pipe rehabilitation needs.

Scope of Work

The general Scope of Work for this amendment is outlined above in the Project Understanding/Background section.

TASK A: Project Management and Meetings

Hazen will provide general oversight and direction for the project over the course of its execution. Specific project management related activities will consist of the following:

1. Project Management
 - Provide overall management of the project team and ensure that the project is being performed on schedule and key milestones are being met.
 - Provide internal QA/QC review at key milestones over the duration of project execution.
2. Kick-Off Meeting
 - Hazen will prepare and distribute an agenda prior to each scheduled meeting and prepare and distribute meeting minutes. A kick-off meeting will be held approximately two (2) weeks after receipt of the Notice to Proceed.
3. Task Schedule and Progress Reports
 - Hazen will prepare a schedule for the performance of the work under this Task. The schedule will outline the major tasks to be completed under this Task. The schedule will identify projected submittal dates for key work deliverables as outlined within this proposal. Project updates, submitted at the invoicing interval, will include adjustments to the schedule, as needed.
4. Progress Meetings
 - Additional meetings will be scheduled throughout the course of the project as needed, at the request of the City or Hazen, to meet Task objectives. A total of four (4) project meetings are assumed for this scope.
 - Hazen will submit an electronic format agenda in advance of each meeting, prepare the meeting minutes, and submit the minutes to all attendees in electronic format within five (5) business days after the meeting.
5. QA/QC
 - Quality assurance/quality control procedures will be employed to maintain quality of all deliverables. These procedures include the use of quality assurance audits of the workflow processes, and other measures necessary to provide a deliverable of a quality meeting industry standards. A quality control review will be conducted on each submittal prior to delivery to the City. These reviews apply to all technical memoranda and field gathered data developed for this Task. Members of in-house staff, including subject matter experts and staff not associated with the day-to-day activities of the Task, will be selected to perform these reviews.

TASK B: Data Collection and Analysis

1. Review of Existing Documentation/Review Intake Material/Prepare Recommendation
 - Under this task, Hazen will review the City's as-built drawings associate with the existing plant facilities and the operation of those facilities, in particular the intake facility. From the available data, Hazen will identify the pertinent sheets required for the detailed

design services.

- Hazen will review the existing intake material to identify the appropriate intake material and provide recommendations to the City for securing quotes, including the correct intake bar screen size.
- Hazen will review up to three (3) quotes secured by the City for procuring the bar intake materials.

2. Site Visits

- Hazen will perform a site visit to confirm and supplement City provided as-built information, as needed for the design, bid, and award for intake slide rail upgrades at the existing intake at the RC Willson WTP. Construction phase services will be a separate Amendment at a later date.

3. Intake Pipe Inspection Coordination and review

- Hazen will assist the City in coordination of CCTV inspection of the intake pipes during intake modifications.
- Hazen will review CCTV inspection data, including prior City conducted inspection data, to assess any long term intake pipe rehabilitation needs and maintenance/inspection frequency for proper management of the assets going forward.

TASK C: Detailed Design Services (Design Memo, 60%, 100%, Bid Ready)

1. Design Memorandum

- Design criteria and equipment sizing assumptions shall be included as part of the design memorandum.
- A preliminary design technical memo will be prepared reviewing the proposed installation of the intake screen rail system, including the bar screen material.

2. Intake/Bar Screen Contract Drawings (60%, 100%, Bid Ready)

- Hazen will prepare Contract Drawings for the proposed intake screen and rail system.

3. Contract Specifications (60%, 100%, Bid Ready)

- Hazen will prepare Front End Documents and Technical Specifications associated with the intake screen and rail system.

4. Structural Design (60%, 100%, Bid Ready)

- Hazen shall develop design drawings for any structural modifications required for the intake screen and rail system.

5. Engineers Estimate of Probable Construction Cost (60%, 100%, Bid Ready)

- Hazen shall develop and maintain a detailed cost estimate for the design of the work. Expected accuracy range of the estimate will be in accordance with AACE International

guidelines, based on the maturity of project deliverables. Construction cost estimates shall be provided with the 60%, 100%, and Bid-ready submittals.

6. Design and Construction Schedule/MOPO

- Hazen will prepare a suggested design and construction schedule for the recommended work. The schedule will be presented as a Gantt chart in the Design Memorandum. This schedule shall also address the following:
 - Maintenance of plant operations (MOPO) and the necessary sequencing to keep the existing RC Willson WTP operational throughout the installation of the intake rail screen system.

TASK D: Bid Phase Services

1. Bid Document Administration

- Hazen shall assist the City with preparing an advertisement for bid and coordinate distribution of Contract Documents for bidding to all qualified bidders. Work may be completed by securing quotes by three (3) qualified Contractors.

2. Pre-Bid Conference

- Hazen shall make a formal presentation of the project at the pre-bid conference and be available to answer contractor questions/comments regarding the work.

3. Prepare Addenda

- Hazen shall receive Contractor questions regarding the work, investigate and prepare appropriate answers in up to two (2) addendums to the Contract Documents. Responses shall include modifications to the documents, supplemental specifications and/or drawings as required to clearly communicate the intent of the work.

4. Evaluate Bids

- Hazen shall assist in the review and evaluation of the bids. Hazen shall prepare a letter of recommendation.

Construction phase services will be a separate Amendment at a later date – the following is included for reference purposes when this effort is needed.

TASK E: Engineering Services During Construction (Separate Amendment at a Later Date)

1. Project Management

- Hazen will provide general oversight and direction for the project over the course of its execution. Specific project management related activities will consist of the following:
 - a. Provide overall management of the project team and ensure that the project is being performed on schedule and key milestones are being met.
 - b. Provide internal QA/QC review at key milestones over the duration of project execution.

2. Contract Administration

- Assist Owner in general Contract Administration associated with the project. It is anticipated that the City will take the lead on this effort with support provided by Hazen where needed.
3. Respond to Contractor's Request for Information (Assumed Total of 3)
 - Receive, log and develop response for Contractor's Request for Information (RFI) as requested by the City. Review of three (3) RFI's has been assumed. All documentation for this item will be through Procore.
 4. Review Submittals, Certifications, Product Samples, etc. (Assumed Total of 5)
 - Receive, log, and review submittals, certifications, product samples, and other data submitted for review and approval by the Contractor as requested by the Owner. It is anticipated that Hazen will take the lead on this effort with support provided by the City where needed. All documentation for this item will be through Procore.
 5. Construction Pre-Construction and Progress Meetings (3 Via Teleconference, 1 in Person, 2 project calls)
 - Assist Owner in construction progress meetings. Attendance at one (1) Pre-Construction Meeting (assumed to be onsite) and three (3) progress meetings (via teleconference) once construction has begun has been assumed. Hazen has also assumed two (2) conference calls over the course of the project coordination and technical guidance.
 6. On-Site Inspections (CCTV Review During Construction)
 - Perform regular weekly inspections to ensure the work is completed in accordance with the plans and specifications. For scoping purposes, it has been assumed that Hazen will visit the site one (1) day a month for two (2) months while the Contractor is on site completing the upgrades. Total construction time will be on the order of four (4) months, but it is not anticipated site work or site presence will be needed during that entire duration. Additional inspection can be provided, if needed, and can be addressed via an Amendment.
 - The City will CCTV inspect the intake pipes during construction at the same time as the screen replacement. The City will perform the inspection.
 7. Final Inspection and Project Close-Out
 - Perform a final inspection of the completed project with the City.
 8. Record Drawing Preparation
 - Prepare As-Built Drawings, based on Contractor and City Red Lines.

ASSUMPTIONS

1. The scope of services for this work authorization is based upon bidding and constructing the project as a single construction project and on a four-week bid period. Packaging of the project into multiple bid packages/contracts is not included in the scope of services; however, inclusion of these services may be addressed by amending the agreement.
2. No survey is anticipated.

3. The City may utilize the design documents to secure three (3) quotes for completing the work.
4. The design documents will allot for time for the City to CCTV inspect the intake at the same time as the screen replacement. The City will perform the inspection.

DELIVERABLES

Deliverables will be two brief technical memoranda, as well as 60%, 90%, 100%, and Bid Ready Contract Documents.

COMPENSATION

Hazen is proposing an initial budget of **\$96,926.00** for engineering support services and direct expenses associated with *RC Willson Levee EAP – Amendment No. 1* project, as described above. This assumes Hazen's staff will assist the City in the above engineering areas, as requested by the City.

If additional support is needed, over and above the amount included herein, an amendment will be agreed upon with the City and Hazen.

CITY OF HAGERSTOWN RESPONSIBILITIES

City responsibilities will be defined as agreed upon with the City and prior to work beginning. A preliminary list of City responsibilities is included below.

- Provide all as-builts for the intake structure.
- Provide all other available data to complete the proposed work.

MILESTONE DELIVERY

Milestone	Duration	Date
Design Memorandum	2.5 months	From NTP
City Review Period	1 month	Following Design Memo
60% Design Documents	2 months	From Design Memo Comments
City Review Period	2 weeks	From Design Submittal
90% Design Documents	1 month	Following Comment Receipt
City Review Period	2 weeks	From Design Submittal
100% Design Documents	2 weeks	Following Comment Receipt
Bid Ready Documents	3 weeks	Following 100% Submittal

Engineer: HAZEN AND SAWYER

_____	_____
Title	Date

Owner: CITY OF HAGERSTOWN UTILITIES DEPARMENT

_____	_____
Title	Date

CITY OF HAGERSTOWN UTILITIES DEPARTMENT
Engineering Services for Water and Wastewater Infrastructure Projects

SCOPE AMENDMENT NO. 1

RC WILLSON LEVEE EAP

Attachment A - Engineering Fee Estimate

LABOR COSTS		STAFFING HOURS							Subtotal Hours
TASK DESCRIPTION	Employee Classification	Principal	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Principal Designer	TechnicAdminstrator/Senior Administrator	
	Average Hourly Rate	\$90.00	\$80.00	\$60.00	\$50.00	\$45.00	\$40.00	\$30.00	
A	Project Administration	2	62	16	0	8	0	0	88
	1 Project Management		12						12
	2 Kick-Off Meeting	2	4	4		4			14
	3 Task Schedule and Progress Reports		12						12
	4 Progress Meetings		12	12		4			28
	5 QA/QC		22						22
B	Data Collection and Analysis	0	24	30	0	28	8	0	90
	1 Review of Existing Documentation/Review Intake Material		4	8		8	8		28
	2 Site Visits		8	8		8			24
	3 Intake Pipe Inspection Coordnation and Review		12	14		12			38
C	Detailed Design Services (Design Memo, 60%, 90%, 100%, and Bid Ready)	0	28	80	104	64	30	12	318
	1 Design Memorandum		4	16	16	24		12	72
	2 Intake/Barscreen Contract Drawings (60%, 90%, 100%, and Bid Ready)		8						8
	4 Contract Specifications (60%, 90%, 100%, and Bid Ready)			16	24				40
	5 Structural Design (60%, 90%, 100%, and Bid Ready)				56				56
	6 Engineers Estimate (60%, 90%, 100%, and Bid Ready)					16	16		32
	7 Design and Construction Schedule/MOPO		16	36			14		66
D	Bid Phase Services	0	21	36	0	0	0	0	57
	1 Bid Documentation Administration		6	8					14
	2 Pre-Bid Conference		4	8					12
	3 Prepare Addenda		8	14					22
	4 Evaluate Bids		3	6					9
Subtotal Hours		2	135	162	104	100	38	12	553
Direct Labor Costs (\$)		\$ 180	\$ 10,800	\$ 9,720	\$ 5,200	\$ 4,500	\$ 1,520	\$ 360	\$ 32,280.00
Labor Cost @ 2.95 multiplier (\$)		\$ 531	\$ 31,860	\$ 28,674	\$ 15,340	\$ 13,275	\$ 4,484	\$ 1,062	\$ 95,226.00

OTHER DIRECT COSTS		Qty	Unit	Unit Cost	Cost
Other Direct Costs (Travel, etc.)		1	LS	\$ 1,000	\$ 1,000.00
Mileage		1000	Miles	\$ 0.70	\$ 700.00
Total Direct Cost					\$ 1,700.00

SUMMARY OF COSTS		
Total for Labor		\$ 95,226.00
Other Direct Costs		\$ 1,700.00
Total Estimated Project Cost		\$ 96,926.00

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

Topic:

No Unfinished Business Items

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval to Amend Doub Property Annexation Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: PUD-R Amendment for Doub Property

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Prohibiting Outdoor Lodging

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: Surety Bond with Midwest Employer's Casualty

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Surety_Bond_Midwest_Employer_s_Casualty.pdf

Description

Surety Bond: Midwest
Employer's Casualty

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO AN AGREEMENT WITH MIDWEST
EMPLOYERS CASUALTY COMPANY**

RECITALS

WHEREAS, The City of Hagerstown provides (Worker's Compensation) insurance for employees; and

WHEREAS, the City has selected Midwest Employers Casualty Company to provide for bond(s) and undertaking(s) in relation to this insurance; and

WHEREAS, Midwest Employers Casualty Company has executed or is willing to consider the execution of such bond(s) or undertaking(s), as surety, upon being furnished with the written indemnity of the City of Hagerstown; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, that William B. McIntire, Mayor, is authorized to execute, on behalf of the City, any agreement or agreements of indemnity required by Midwest Employers Casualty Company as a prerequisite to the execution of the bond(s) or undertakings(s) and that the City Clerk is authorized to complete the Certified Copy of Resolution as required by Midwest Employers Casualty Company, which is incorporated as part of this resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: N/A
Date of Passage: June 17, 2025
Effective Date: June 17, 2025

CERTIFIED COPY OF RESOLUTION

At a regular/special meeting of the Mayor & Council of

City of Hagerstown

duly called and held on the ____ day of _____, 20__ a quorum being present, the following

Resolution was adopted:

“WHEREAS, this Municipality is materially interested in the transaction(s) in which

(1) _____

has applied or will apply to **MIDWEST EMPLOYERS CASUALTY COMPANY** for bond(s) or undertaking(s); and

WHEREAS, **MIDWEST EMPLOYERS CASUALTY COMPANY** has executed or is willing to consider the execution of such bond(s) or and undertaking(s), as surety, upon being furnished with the written indemnity of this Municipality;

THEREFORE BE IT RESOLVED, that (2) _____

of the Municipality be and hereby is (are) authorized to execute on behalf of the City, any agreement or agreements of indemnity required by **MIDWEST EMPLOYERS CASUALTY COMPANY** as a prerequisite to the execution by it of the bond(s) or undertaking(s) for (1)

in connection with the matter(s) and transaction(s) described in the agreement of indemnity required by said **MIDWEST EMPLOYERS CASUALTY COMPANY**, and the proper attesting officer of the City be and hereby is authorized to affix the corporate seal to such agreement or agreements of indemnity and subscribe his/her name thereto, attesting the same”.

I, _____, Clerk of _____
have compared the foregoing Resolution with the original thereof, as recorded in the Minute Book of said Municipality, and do certify that the same is a correct and true transcript therefrom and of the whole of said original Resolution.

Given under my hand and seal of the Municipality in the City of _____, State
of _____ this _____ day of _____ .

(seal)

City Clerk

(1) Insert name and address of Principal or Applicant.

(2) Insert name and title of officer(s).

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

Topic:

Approval of a Resolution: Washington County Museum of Fine Arts Lease Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WCMFA_Lease_Agreement_Council_Packet.pdf

Description

Motion: MFA Lease Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
Michelle Hepburn, Acting City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: June 4, 2025

RE: Washington County Museum of Fine Arts
Lease Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff is asking the Mayor and Council to enter into a lease agreement with the Washington County Museum of Fine Arts (WCMFA). The lease is for very limited period of time for a space in the Elizabeth Hager Center.

DISCUSSION

The WCMFA holds a fundraiser in November of each year. They need a space to sort and manage the donated items that will be auctioned. Their previous space is no longer available unfortunately. The WCMFA approached the City looking for space of 500 to 1,500 square feet to work on the donated items.

The Elizabeth Hager Center, located at 14 N. Potomac St., has a vacant retail space of approximately 1,400 square feet that includes restrooms. The staff of the WCMFA were shown the space and they felt the room would be acceptable.

There are no plans for a long-term tenant in the space. The WCMFA would occupy the space from August 1, 2025, through mid-November.

FINANCIAL IMPACT

The proposed rent is Zero Dollars (\$0.00). The City would pay for utilities and pest control, estimated to be a minimal cost. WCMFA would pay for parking, trash removal, and internet.

RECOMMENDATION

Staff recommends entering into a lease agreement with the WCMFA as detailed in the attached.

Att: Lease Agreement, Property Exhibit, Resolution, Motion

C: Finance Department

Jill Thompson, Department of Planning & Economic Development

Brittany Arizmendi, Director of Community Engagement

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

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

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: APPROVAL OF A RESOLUTION: APPROVAL OF A LEASE AGREEMENT WITH THE
WASHINGTON COUNTY MUSEUM OF FINE ARTS

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a lease agreement between the City of Hagerstown and the Washington County Museum of Fine Arts for office space located at 6 North Potomac Street.

The lease agreement is from August 1, 2025, through November 15, 2025.

There will be no rental fee charged for the lease of this space.

Date of Introduction:	June 17, 2025
Date of Passage:	June 17, 2025
Effective Date:	June 17, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A LEASE AGREEMENT WITH THE
WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.
FOR A PORTION OF THE PROPERTY KNOWN AS
6 NORTH POTOMAC STREET,
HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns improved property known as 6 North Potomac Street in Hagerstown, Maryland; and

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

WHEREAS, the City of Hagerstown desires to lease said Premises to the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation ("WCMFA"), which owns and operates a museum located at 111 and 115 Key Street, Hagerstown; and

WHEREAS, WCMFA, desires to lease the Premises from the City for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto for the period from August 1, 2025 through November 15, 2025; and

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

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

1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to enter into a Lease Agreement with the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC. for the Premises, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. The Mayor be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction June 17, 2025
Date of Passage: June 17, 2025
Effective Date: June 17, 2025

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into on ____ day of _____, 2025, by and between THE CITY OF HAGERSTOWN, a Maryland Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter called "City" or "Landlord," and the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation, which owns and operates a museum located at 111 and 115 Key Street, Hagerstown, and is authorized to do business in the State of Maryland, hereinafter called "Tenant" or "WCMFA."

WHEREAS, the City owns a certain improved real property located in Hagerstown, Washington County, Maryland, known as 6 North Potomac Street, (the "Property"); and

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

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

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

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 6 North Potomac Street, First Floor, Hagerstown, Maryland, consisting of approximately 1,400 total square feet +/-, more particularly identified on the highlighted portion of the floor plan attached **Exhibit 1** ("the Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for a term of 0 years and three-and-one-half (3.5) months beginning on the 1st day of August, 2025 and terminating on the 15th day of November, 2025 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term, the rights of the Parties shall be construed pursuant to Section 16 hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

SECTION 3 **RENT**

For the entirety of the lease term, the monthly rental shall be Zero Dollars and 00/100 Cents (\$0).

SECTION 4
USE FEES; UTILITIES

Landlord shall be responsible for paying for electricity, gas, heating, and water. Landlord shall be responsible and pay for all pest/insect/rodent control services. Tenant shall be responsible for all trash removal services, parking and internet service.

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

SECTION 5
COMPLIANCE TO MAINTAIN PROPERTY
IN COMPLIANCE WITH INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Property beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Fire Marshall as so affecting the insurance risk or otherwise presenting a hazard.

SECTION 6
MAINTENANCE

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

Tenant shall be responsible and pay for all janitorial and cleaning services as may be required for the Premises.

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

SECTION 7
ALTERATIONS

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

SECTION 8
USE

The demised Premises shall be used by the Tenant solely for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto. No other use may be made of the premises unless approved in writing by the Landlord.

SECTION 9
SIGNS

Tenant shall be permitted to install the name of Tenant and/or its trade name, on any interior walls. The Tenant may not erect or place any signs on the exterior of the Premises or Property, or which are visible from the exterior of the building unless same are in compliance with all applicable regulations and have been approved in writing and in advance by the Landlord. Said approval shall not be unreasonably withheld.

SECTION 10
ASSIGNMENT AND SUBLEASE

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

SECTION 11
INDEMNITY AND LIABILITY INSURANCE

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

Tenant agrees to maintain general liability, fire and casualty and property damage insurance with an insurance company acceptable to Landlord and to protect Landlord as an additional insured in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised Premises only and shall name Landlord as an additional insured. Said policies shall

provide for at least 30 days' notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. A certificate of insurance shall be furnished to Landlord upon the execution of this Lease, and annually thereafter.

SECTION 12

QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

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

SECTION 13

INSPECTION OF PREMISES

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

SECTION 14

FIRE DAMAGE/CONDEMNATION

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

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

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

SECTION 15

DEFAULT OF TENANT; REMEDIES OF LANDLORD

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

Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession. Landlord shall be entitled to an award of its reasonable attorney's fees in any court action in which it seeks to enforce its rights under this Lease.

SECTION 16 **TENANT HOLDING OVER**

This agreement shall terminate automatically upon the expiration of the initial term. However, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered at will, and Landlord shall be entitled to retake possession of the Premises without any prior notice to Tenant. Tenant hereby waives Demand for Possession and Service of Notice to Re-enter and Notice of any kind in connection with the Landlord's right to re-enter and take possession of the Premises upon expiration of the term. If, despite the intent of the Parties, a Court of competent jurisdiction shall hold that a periodic tenancy exists upon the expiration of the initial term or any renewal hereof, the Parties hereto agree that said periodic tenancy shall be month-to-month at the monthly rent of ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1000.00.)

SECTION 17 **CONTINGENCY**

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

SECTION 18 **SMOKING**

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

SECTION 19 **NOTICES**

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

City of Hagerstown:

City Clerk
City of Hagerstown
City Hall
1 E. Franklin Street
Hagerstown, MD 21740

With a courtesy copy to: Jason Morton, Esquire
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740

Tenant: Washington County Museum of Fine Arts, Inc.
111 Key Street
Hagerstown, Maryland 21740
Attention: Sarah J. Hall

SECTION 20
ADDITIONAL DOCUMENTS

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

SECTION 21
PARTIAL INVALIDITY

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

SECTION 22
GOVERNING LAW

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

SECTION 23
PERMITS

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

SECTION 24
SECURITY DEPOSIT

N/A

SECTION 25
PERSONAL GUARANTEE

N/A

SECTION 26
MISCELLANEOUS

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

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

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

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

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

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

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

ATTEST

**TENANT
WASHINGTON COUNTY MUSEUM OF
FINE ARTS, INC.**

By:_____
Sarah J. Hall, Executive Director



Exempting City Council
5 - 10 PM POTOMAC ST.
Bldg. No. 50 - 10-0

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

Topic:

Approval of a Resolution: Memorandum of Understanding for School Resource Officer

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approve_Resolution_MOU_School_Resource_Officer.pdf

Description

MOU: School Resource Officer

**MEMORANDUM OF UNDERSTANDING BETWEEN
BOARD OF EDUCATION OF WASHINGTON COUNTY,
HAGERSTOWN POLICE DEPARTMENT,
AND
CITY OF HAGERSTOWN**

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2025 between the Board of Education of Washington County (Board of Education), the Hagerstown Police Department (HPD), and the City of Hagerstown (City), a body corporate and politic and a subdivision of the State of Maryland.

Whereas, the Board of Education desires HPD to render special law enforcement services, namely, the providing of full-time School Resource Officers (SROs) for various public schools under the jurisdiction of the HPD.

Whereas, Section 26-102(a) of the Education Article of the Annotated Code of Maryland defines a "School Resource Officer" as:

A law enforcement officer as defined under § 3-101(e) of the Public Safety Article who has been assigned to a school in accordance with a memorandum of understanding between the chief of a law enforcement agency as defined under § 3-101(b) of the Public Safety Article and the local education agency.

Whereas, HPD and the City have agreed to provide full-time SROs to the Board of Education. The full-time status is defined as a 12-month calendar year to include professional development days and the summer months.

Therefore, in consideration of the mutual promises and covenants contained herein, the Board of Education, HPD, and the City mutually agree as follows:

Section 1. Mission and Goals

1.01 Mission of the SRO Program

The mission of the SRO program is to assist the Board of Education with creating and maintaining a safe, secure, and orderly learning environment for students, staff, and teachers. The SRO will establish a trusting channel of communication with students, parents/legal guardians, staff, and teachers. SROs will serve as a positive role model to help instill in students good judgement, discretion, respect for other students, staff and teachers, along with a sincere concern for the school community.

1.02 SRO Program Goals

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents/legal guardians. The goals of the SRO program include the following:

- Maintain a highly visible presence at assigned schools
- Visit feeder schools on a regular basis
- Provide safety for students, staff, teachers, and all persons involved with the schools

- Address incidents of school violence and increase crime prevention measures
- Establish a rapport with staff, teachers, and parents/guardians
- Foster a relationship between students and the SRO through positive interaction and assist students with mediating disputes

Section 2. HPD Duties and Responsibilities

2.01 Adequate Coverage

HPD shall provide and assign officers to specific secondary schools and school feeder patterns existing within the City of Hagerstown. The selection and assignment of SROs shall be a cooperative decision between HPD and Washington County Public Schools (WCPS).

When an on-site SRO is not available at a school within the Hagerstown city limits, adequate coverage will be the primary responsibility of HPD.

During an emergency, HPD may require the immediate assistance of an SRO. The SRO will return to their assigned schools at the conclusion of the emergency need. Prior to the SRO being temporarily reassigned to attend to an HPD emergency need, HPD will notify the SRO Supervisor and the WCPS Safety and Security Department to ensure that WCPS can make necessary staffing adjustments due to the absence of the SRO.

In the event of a resignation, dismissal, or reassignment of an SRO, HPD will provide an immediate replacement. If an officer is not available as an immediate replacement, HPD will provide a replacement within a reasonable amount of time after the vacancy. The Board will cease payment for the open SRO position until a replacement is assigned and working at a school.

In the event that the SRO is injured due to a school work-related injury, the Board of Education shall continue the specified payments for a period of thirty (30) days. Should the SRO not return to duty within that time frame, HPD may replace the SRO if a replacement is available or payment will be discontinued on a per diem basis. The per diem basis shall be calculated at the yearly reimbursement divided by the number of work days for that term.

If an SRO is absent from school for illness, leave, or other law enforcement reason for less than five (5) days, a replacement SRO/adequate coverage is not required. On day five (5) of consecutive days off, HPD will attempt to provide an SRO substitute officer. In the event the SRO is out of school on extended leave, HPD will work with WCPS to develop a plan to offer adequate coverage for the SRO's assigned schools.

2.02 SRO Program Supervisor

During the term of this MOU, there will be a program supervisor from HPD assigned to the SRO program.

The program supervisor will:

- Supervise the daily operation of the SROs and the SRO unit to include:
 - the regular school year;
 - the WCPS summer school programs;
 - adequate coverage for after school activities; and

- WCPS community obligations, i.e., summer meal program
- Ensure the SROs are adhering to the HPD's rules, regulations, and procedures
- Review reports and paperwork submitted by the SROs
- Ensure the SROs continue to meet Maryland SRO mandates and training
- Coordinate training with the SRO, with a preference on summer training to include:
 - the Maryland Center for School Safety conference;
 - training school administrators during the school year and summer; and
 - assisting school administrators with reviewing and editing emergency plans.
- Work closely with the WCPS Safety and Security Manager
- Consult with the school administrators of the school(s) in which the SRO is assigned for input into the assigned SRO's performance

SROs shall complete and submit all police paperwork to the program supervisor and not WCPS staff. HPD will provide copies of police reports to WCPS at no cost if WCPS is the listed victim.

SROs will remain employees of HPD and be under the supervision of the SRO program supervisor.

2.03 Provide Equipment and Training

HPD will provide all uniforms, vehicles, and equipment needed by the SROs to perform their function as a police officer. HPD will determine the SRO uniform of the day (including alternate uniforms) and equipment.

HPD shall ensure that the exercise of law enforcement powers by SROs complies with the authority granted by law.

HPD will ensure that assigned officers receive basic SRO training consistent with The Safe to Learn Act of 2018 standards as soon as practicable and within the mandated time limit. HPD will ensure any additional training as mandated by the Maryland Center for School Safety, MPTC is completed as required.

Section 3. SRO Duties and Responsibilities

3.01 School Discipline

SROs will be familiar with the WCPS student handbook and Board of Education policies and school system administrative regulations. The enforcement of WCPS student rules and student discipline will be the responsibility of the school administration of each school.

SROs **will not** enforce the school's rules and regulations.

3.02 School Threat Assessment Team

SROs will be a member of the School Threat Assessment Team for their assigned schools and may participate in the development of a Safety Plan for a student that may have participated in a threat of any kind. The SRO **will not** participate in determining or issuing school discipline. Beyond the Safety Plan, the SRO can participate in mentoring and other support roles.

3.03 Assignment and Schedule

The feeder system, geography, or the size of a school could determine the assignment of schools. The SRO's assignment will most likely be to multiple schools. The SRO Program Supervisor and the WCPS Safety and Security Manager will mutually determine school groupings for each SRO.

When school is in session, the SRO will primarily work a Monday – Friday work schedule that mirrors the normal student arrival and dismissal times. School Administrators **cannot** modify the SRO's schedule to provide coverage for special evening activities.

3.04 Assignment Request from WCPS

An SRO may receive assignment requests from a school administrator, the WCPS liaison, or the SRO program supervisor. The SRO shall keep the school administrator and the SRO program supervisor apprised of their school-related activities. Any school assignments or requests that conflict with the SRO's law enforcement duties will be referred to the SRO's program supervisor and the WCPS liaison, but only when the SRO and the school administrator cannot resolve the matter.

3.05 Authority to Arrest

When an incident occurs on school grounds that could result in the arrest of a student, the SRO and school administrator may confer to determine if an arrest is appropriate. A school administrator cannot unilaterally determine that an arrest is warranted. The decision as to any arrest shall be made solely at the discretion of the SRO.

3.06 SRO responsibilities include:

- Maintaining a safety presence for the schools to which the SRO is assigned and enforcing laws when necessary
- Working closely with the school administrators, staff, students, and parents/guardians of their assigned schools to encourage a safe environment.
- Acting as the liaison between the school administration, staff, teachers, students, and other law enforcement officers or agencies
- Serving as a positive role model and mentor for students
- Talking with students about the public's interactions with police
- Being the primary contact for law enforcement incidents occurring in school and/or with WCPS students, staff, and teachers
- Participating in school activities and educational experiences, when available and where appropriate
- Contacting schools and the WCPS liaison when a community event may require sheltering in place
- Completing school site safety assessments and making recommendations to improve safety and reduce the risk of crime
- Acting as a liaison with other police officers and agencies
- Informing other police officers and agencies of any threats or concerns on school property, bus stops, and other areas as appropriate
- Participating in summer school, community meal distribution sites, training, and youth programs during the summer break

- Assisting with a safety plan and coordinating a police response to a school or the Center for Education Services when a parent/guardian threat or safety concern is received
- Assisting with staff and teacher safety training, which may include tabletop drills and Run, Hide, Fight discussions
- Adhering to all rules, regulations, and procedures of HPD

3.07 Body Worn Cameras

SROs are assigned body worn camera (BWC) equipment, as worn by all HPD officers, and have been properly trained in its functions and procedures before use. SROs will comply with the requirements of the HPD Policy addressing BWC at all times during their assignment as an SRO. A copy of the policy is included herewith as Attachment I.

In addition to the restrictions on use contained in the HPD policy, SROs will not record in places where a reasonable expectation of privacy exists, such as locker rooms or restrooms, unless the activation is required for the performance of official duties. SROs will not activate the BWC during meetings involving students and/or school personnel that are administrative in nature and that do not involve suspected criminal activity or potential for disruptive behavior.

Recordings shall not be routinely or randomly viewed by WCPS personnel. Based upon specific incidents and legitimate need, the Superintendent or designee may request to view video footage with the involved SRO. Requests to obtain copies of any video footage may only be made by the Superintendent or their designee in accordance with the procedure set forth in the HPD policy. HPD will notify WCPS of any requests for release of, or actual release of, BWC video footage concerning an incident or event that occurs on school property.

3.08 Student Privacy Laws

The parties agree to share student information only to the extent permitted with state and federal privacy laws including Family Educational Rights and Privacy Act (FERPA), Maryland Education Article and related Board Policies.

HPD and SROs will only request information or access to student records as permitted by law. SROs are not school officials under FERPA. In cases involving health or safety emergencies, WCPS may release relevant records to the SRO only as permitted under FERPA's health/safety exception.

Section 4. Board of Education and WCPS Duties and Responsibilities

4.01 SRO Program Liaison

During the term of this MOU, the WCPS Safety and Security Manager will be a liaison to the SRO program.

4.02 Office and Equipment

WCPS will provide each SRO with office space and furniture, a laptop computer with network and internet access, and school unified communications access at their primary assignment.

WCPS will issue a school radio and identification badge with electronic access to all school buildings to each SRO.

4.03 Cameras

WCPS will grant access to its camera system to the SROs. SROs may not distribute recordings from the WCPS camera system without WCPS permission. Requested recordings where WCPS, its staff, and/or students is/are not the victim(s) will require a subpoena.

4.04 Training

WCPS will provide training to school administrators on the application of Maryland law and COMAR related to school arrests and on the assignment and responsibilities of SROs.

WCPS will invite SROs to participate in applicable professional development when opportunities are available. Training could include seminars, conferences, and school-based tabletop exercises. Unless otherwise agreed upon, any cost associated with training will be the responsibility of HPD.

4.05 Inclusion

WCPS will promote the inclusion of the SRO into the school setting. This could include, but is not limited to, classroom activities where appropriate, lunchtime conversations with students, safety programs, and mentoring opportunities.

School administrators will not assign an SRO to roles such as substitute teacher, instructional assistant, in-school suspension instructor, crossing guard, bus dismissal, etc.

Section 5. City of Hagerstown Responsibilities

The City will issue an invoice to the Board of Education on a quarterly basis for 25% of the yearly cost of each SRO's salary and benefits associated with the official duties as an SRO as set forth in the annual budget. The Board of Education will submit payment to the City within fifteen (15) days of receipt of the invoice issued by the City.

Overtime assignments may be billed by the City within thirty (30) days of the assignment. The Board of Education will submit payment to the City within thirty (30) days of receipt of the invoice issued by the City.

Section 6. Public Information Sharing

6.01 Press Releases

When appropriate, the WCPS Public Information Department and the HPD Public Information Office will coordinate the release of any public communications involving WCPS, staff, and students.

6.02 Critical Events

During a large-scale critical event, the WCPS Public Information Department and the HPD Public Information Office will establish a joint information center to coordinate the release of public information. The Unified Command Staff may determine the location of the joint information center. A virtual joint information center may be used when needed.

Section 7. Claims or Lawsuit Filed

In the event a claim or lawsuit is filed against any party to this MOU, except for one party's claim against the other for breach, the parties agree as follows:

- To fully cooperate in the defense of such claims or lawsuit; and
- To each bear, at their sole expense, the defense of such claims or lawsuit.

Section 8. Agreement

8.01 Term of Agreement

The term of this MOU shall commence upon July 1, 2025. This MOU shall stay in force until the execution of a new agreement and/or a party terminates this agreement. Attachment II may be amended annually to reflect each SRO's salary and benefits. This MOU will be reviewed by both parties for renewal every three (3) years from this agreement date or every three (3) years after a change in the MOU.

8.02 Complete Agreement

This MOU is the complete agreement of the parties. Any amendments or modifications to the MOU must be in writing. This MOU supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

Section 9. Notices

All notices required or permitted under the terms of this MOU by either party to the other party shall be in writing, and, unless otherwise specified in writing by the respective parties, shall be sent to the parties and addresses as follows:

(REPRESENTING BOARD OF EDUCATION)

Washington County Public Schools
10435 Downsville Pike
Hagerstown, Maryland 21740
Attn: Superintendent

With a copy to:

Washington County Public Schools
10435 Downsville Pike
Hagerstown, Maryland 21740
Attn: Office of Chief Legal Counsel

(REPRESENTING HPD)

Hagerstown Police Department

50 North Burhans Boulevard
Hagerstown, Maryland 21740
Attn: Chief of Police

(REPRESENTING CITY OF HAGERSTOWN)

City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attn: Mayor – City of Hagerstown

City Attorney
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
Attn: City Attorney

Section 10. Budget

The cost, set forth in Attachment II, will cover the period from July 1 to June 30 for each of the years under the current AFSCME 3373 contract.

In the event the City of Hagerstown adjusts the annual salary, as set forth in Attachment II, of a school resource officer during the term of this MOU, HPD will notify the Board of Education in writing of the change within 5 days. The written notice will include the adjusted annual salary, fringe benefits cost, and total cost of the school resource officer ("Amended Budget"). The Board of Education will approve the Amended Budget only if additional funding is available. In the event the Board of Education cannot absorb the entire Amended Budget, the City is required to continue to provide SROs and the Board of Education will continue to pay only the amount set forth in Attachment II.

Section 11. Termination or Suspension

11.01 Termination of Agreement

A party wishing to terminate this Agreement must provide written notice of termination to the other parties no later than January 1, with an effective date of June 30.

11.02 Suspension of Agreement

If HPD declares a need to suspend this MOU to utilize the SROs in a temporary function outside of this MOU, the City will suspend the Board of Education's payment for the SROs. The contracted payment will be prorated for the remainder of the contract term and resume when the SROs return to fulltime status as SROs.

If WCPS decides the services of an SRO or the SRO program are temporarily unnecessary, WCPS will continue to pay the agreed upon yearly amount set forth in Attachment II.

Section 12. Invalid Provision

If a court of competent jurisdiction deems any provision of this MOU invalid for any reason, the remainder of this MOU, to the extent practical, shall remain in full force and effect.

Section 13. No Assignment

Neither party may assign its rights or obligation under this MOU without the express written permission of the other party.

In witness, hereof the parties have hereunto set their hands and seals this _____ day of _____, 2025

ATTEST:

BOARD OF EDUCATION OF
WASHINGTON COUNTY, MARYLAND

BY: _____
Dr.David T. Sovine, Superintendent

ATTEST:

CITY OF HAGERSTOWN

BY: _____
William B. McIntire, Mayor

ATTACHMENT II TO
MEMORANDUM OF UNDERSTANDING
BETWEEN WASHINGTON COUNTY BOARD OF EDUCATION,
HAGERSTOWN POLICE DEPARTMENT, AND
CITY OF HAGERSTOWN

FOR THE PERIOD OF JULY 1, 2025, TO JUNE 30, 2026

	South Hagerstown High School	North Hagerstown High School	Innovated Learning Center	Western Heights	E Russell Hicks Middle School	Northern Middle School	Sergeant
Annual Salary of SRO	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$124,571.20
Fringe Benefits at 30% of Annual Salary	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$37,371.36
Total Cost of SRO Per Complex	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$161,942.56
Total Fiscal Year 2026 Budget for July 1, 2025 – June 30, 2026	\$1,029,439.80						

FOR THE PERIOD OF JULY 1, 2026, TO JUNE 30, 2027

	South Hagerstown High School	North Hagerstown High School	Innovated Learning Center	Western Heights	E Russell Hicks Middle School	Northern Middle School	Sergeant
Annual Salary of SRO	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$124,571.20
Fringe Benefits at 30% of Annual Salary	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$37,371.36
Total Cost of SRO Per Complex	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$161,942.56
Total Fiscal Year 2027 Budget for July 1, 2026 – June 30, 2027	\$1,029,439.80						

FOR THE PERIOD OF JULY 1, 2027, TO JUNE 30, 2028

	South Hagerstown High School	North Hagerstown High School	Innovated Learning Center	Western Heights	E Russell Hicks Middle School	Northern Middle School	Sergeant
Annual Salary of SRO	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$111,217.60	\$124,571.20
Fringe Benefits at 30% of Annual Salary	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$33,365.28	\$37,371.36
Total Cost of SRO Per Complex	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$144,582.88	\$161,942.56
Total Fiscal Year 2028 Budget for July 1, 2027 – June 30, 2028	\$1,029,439.80						

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

Topic:

Approval of a Resolution: FY26 Community Legacy Fund Applications

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: FY26 Strategic Demolition Fund Applications

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061725RS_ProjectRestore.pdf

Description

Approval of a Resolution:
Subrecipient Grant
Agreement for Main Street
Startup Grant Program.

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

DATE: June 17, 2025

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program**

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

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to applicant(s) identified on the attached list with the award amount shown.

The subrecipient agreement for each will follow the attached template. Staff are authorized to make edits to the Subrecipient Agreements as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program. The deadline for each will be 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

DATE OF INTRODUCTION:	06/17/2025
DATE OF PASSAGE:	06/17/2025
EFFECTIVE DATE:	06/17/2025



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: June 6, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

At the June 10, 2025 Work Session, staff will put forth recommendations from the Main Street Startup Grant Review Committee for approval under the Main Street Startup Grant program.

This program aims to lower the barriers that may prevent entrepreneurs from opening or expanding their small business, increase their chances of success in the early stages of operation, and assist in filling currently vacant storefronts within the Mainstreet District of our Downtown – which is part of the City's Sustainable Communities Area.

Staff were awarded \$300,000 in Project Restore funding from the Maryland Department of Community and Housing Development (DHCD), with a maximum award amount of \$50,000 per applicant. The Main Street Startup Grant Review Committee are providing two additional applicants to the Mayor and City Council for consideration under the program.

Staff seek approval to move forward with entering into a subrecipient agreement with the recommended applicants.

Attachments:

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

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Planning and Economic Development

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF SUBRECIPIENT GRANT AGREEMENTS FOR THE
SUPPORT OF ELIGIBLE PROGRAMS
BETWEEN THE CITY OF HAGERSTOWN AND
VARIOUS NEW AND EXPANDING FOR-PROFIT
ENTITIES ENUMERATED HEREIN**

RECITALS

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

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of “Negative Economic Impacts: Assistance to Small Businesses,” and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

- (1) Business: Juniper Café – Up to \$40,415
 - a. Building Owner: Tamara Johnson
- (2) Business: Summit Outfitters – Up to \$31,781
 - a. Building Owner: Design Method Group LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

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

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

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

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

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program, between the City and each Subrecipient to pass through funds for Project activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program.

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

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

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program, with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William McIntire, Mayor

Date of Introduction: June 17, 2025
Date of Passage: June 17, 2025
Effective Date: June 17, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Summary of Recommended Main Street Startup Grant Award

Name: Juniper Cafe

Address: 41 N. Potomac Street

Property Owner: Tamara Johnson

Award Amount: Up to \$40,415

Deadline: 10/15/2025

Description: Owner is looking to create a trendy, creative brunch spot in the downtown focusing on “southern comfort and northeastern classics” food in the long vacant restaurant space. Business plans to be open primarily for breakfast/lunch, but will expand to evening dinner offerings in the future.

-

Name: Summit Outfitters

Address: 101 Summit Avenue

Property Owner: Design Method Group LLC

Award Amount: Up to \$31,781

Deadline: 10/15/2025

Description: Business is planned to be a curated boutique offering both men’s + women’s clothing with an emphasis on outdoor lifestyle goods – similar to store such as REI and Urban Outfitters.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, [SUBRECIPIENT 1], AND
[SUBRECIPIENT 2]

This Agreement is entered into as of this _____ day of _____, 2025 by and between the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), [NAME OF PROPERTY OWNER], ("herein called "SUBRECIPIENT 1" or "PROPERTY OWNER") and [NAME OF BUSINESS], ("herein called the "SUBRECIPIENT 2" or "BUSINESS"). SUBRECIPIENT 1 and SUBRECIPIENT 2 are sometimes hereinafter referred to collectively as the "SUBRICIPIENTS" or the "SUB-GRANTEES." The SURECIPIENTS and the CITY are sometimes hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

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

WHEREAS, the PROPERTY OWNER is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the PROPERTY OWNER has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, the BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main

Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

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

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

1. GRANT APPROVAL

The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE

The Subrecipients shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

- A. Business Rental Assistance paid directly to the Property Owner with a commitment from the business to occupy the space for a minimum of one (1) year.
- B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET

The City shall disburse the PROPERTY OWNER its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

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

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. Unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

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

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

4. PAYMENT

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

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

5. PERFORMANCE MONITORING

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

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

6. NOTICES

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

CITY OF HAGERSTOWN

Christopher Siemerling
Economic Development Specialist

SUBRECIPIENT 1
PROPERTY OWNER

Title -

City of Hagerstown

[NAME OF PROPERTY OWNER]

14 N. Potomac Street, Suite 200A
Address

Address

Hagerstown, Maryland 21740
City, State and Zip

City, State and Zip

Telephone: 301-739-8577 ext. 822

Telephone: _____

Email: csiemerling@hagerstownmd.org

Email: _____

SUBRECIPIENT 2
BUSINESS OWNER

Title -
[NAME OF BUSINESS]

Address

City, State and Zip

Telephone: _____

Email: _____

7. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

"Sub-grantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement."

D. Workers' Compensation

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

E. Insurance and Bonding

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

F. Funding Source Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipients to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

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

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to Be Maintained

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

- a. Records providing a full description of the project budget and expenditures for eligible activities;

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

2. Access to Records and Retention

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

3. Data

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

4. Disclosure

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

5. Closeouts

The Subrecipients' obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

this Agreement shall remain in effect during any period that the Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

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

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

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

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

C. Reporting

1. Progress Reports

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

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

names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

<u>Quarter End Date</u>	<u>Subrecipient Due Date</u>
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipients agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR 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 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

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

B. Conflict of Interest

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

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

E. Religious Activities

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

11. SEVERABILITY

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

12. PERFORMANCE WAIVER

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

13. ENTIRE AGREEMENT

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

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

DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT
BY AND THROUGH
THE MAYOR AND CITY COUNCIL OF
HAGERSTOWN

PROPERTY OWNER
[SUBRECIPIENT 1]

By: Christopher Siemerling

By: _____

Title: Economic Development Specialist

Title: _____

Date: _____

Date: _____

[SUBRECIPIENT 2]

BUSINESS

By: _____

Title: _____

Date: _____

EXHIBIT A

GRANT PROGRAM GUIDELINES & APPLICATION FORM



Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of \$50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
 - Applicant/Project Need,
 - Viability of Business Plan/Business Experience & Capacity,
 - Economic Impact of the Project,
 - Proximity to Public Square,
 - Renovation Budget,
 - Square Feet Being Leased,
 - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A \$10,000 grant would require a match of at least \$10,000 for a total project cost of \$20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to \$50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dcled@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

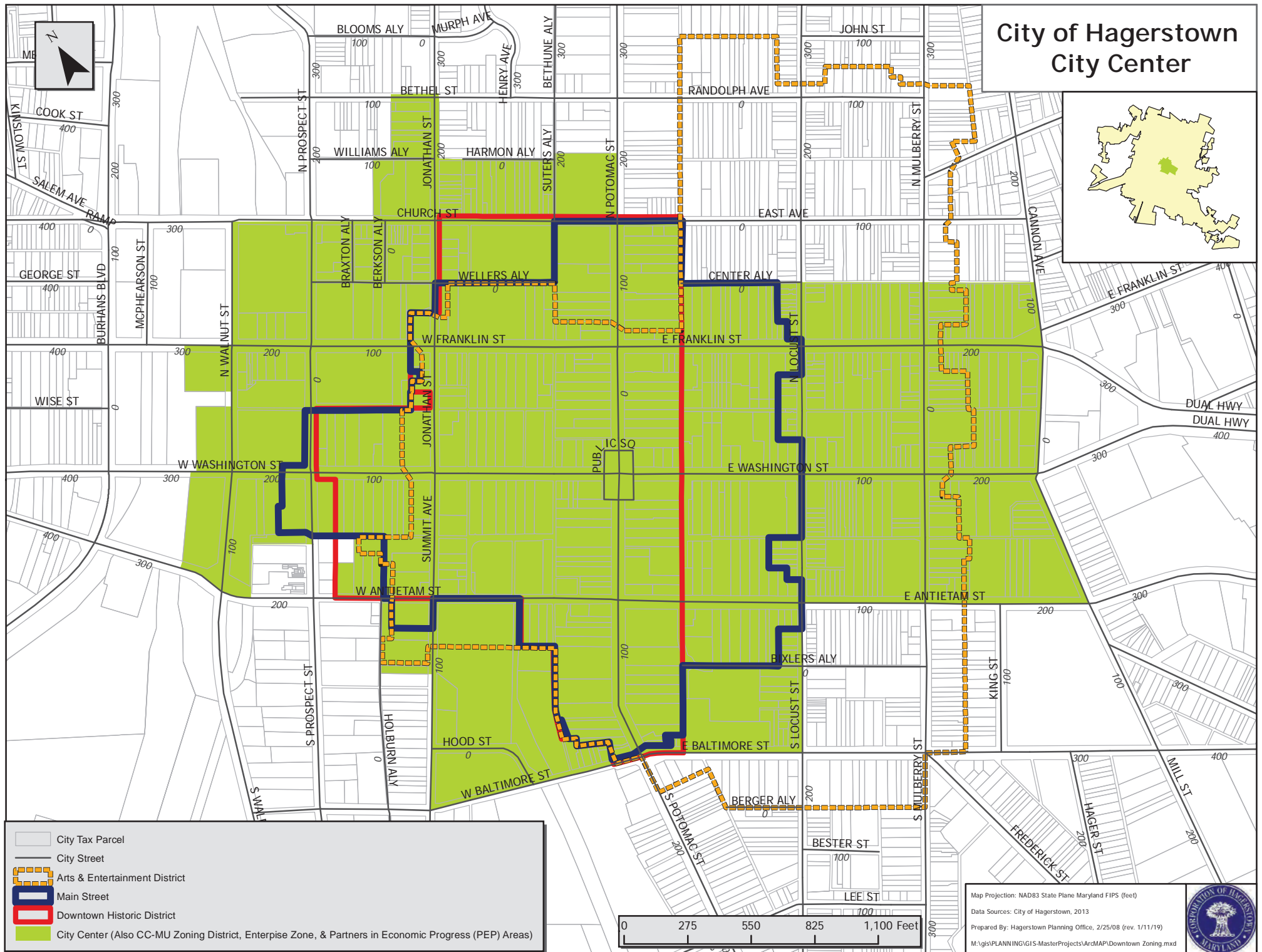
Please direct questions to:

Department of Community & Economic Development

City of Hagerstown

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org





MAIN STREET STARTUP GRANT Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: \$ _____

Grant Request Amount (Max \$50,000): \$ _____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since _____ (month/year)

Terms of Lease:

Lease Start Date: _____ Number of years: _____

How many new jobs will be created within 2 years of the project's completion? _____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	Total	Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
 - Description of the Project including renovations, improvements, and upgrades to existing facilities;
 - Description of planned occupancy; and
 - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
 - Information on the team completing the project, including:
 - Business Owner(s)
 - Property Owner(s)
 - Architects
 - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

Applicant's Signature

Date

Return to:

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

EXHIBIT B
GRANT APPROVAL

Main Street Startup Grant Program

Exhibit B Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval

Company

Property Address: Address

Grant Amount: Up to \$add

Rental Assistance Grant Component: \$add

Business Improvement Grant Component: \$add

Minimum Required Match: Up to \$add

Total Business Improvement Grant and Minimum Required Match: Up to \$add
(Submitted receipts must total at least this amount.)

Total Project Costs: \$add

Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement

Approval Status: [X] Planned

Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement

Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement

Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025

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

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. The applicant must complete the Scope of Work identified in the application and may change contractors/vendors for the same scope of work. Any change in Scope of Work requires review and approval by the Review Committee.
3. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
4. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
5. A project will have an Approval Status of "Planned". The date on all receipts submitted must be after the "Receipt Date" shown above.
6. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
7. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
9. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required

inspection approvals and that the receipts requirement has been met.

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

EXHIBIT C
CERTIFICATE OF INSURANCE

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

Topic:

Approval of a Memorandum of Understanding: Special Appropriation Grant for Water/Wastewater Master Plan Study

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_MOU_WITH_MDE_SPECIAL_APPROPRIATION_GRANT_06172025.pdf	Motion: MOU MDE Special Appropriation

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **June 17, 2025**

TOPIC: Approval of a Special Appropriation – State of Maryland

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Memorandum of Understanding between the Maryland Department of the Environment for a Maryland General Fund Appropriation in the amount of \$250,000.00 for the purpose of providing the City of Hagerstown a Grant to fund a long-range water and wastewater infrastructure needs study as further described in the attach Memorandum of Understanding. This Motion also grants permission to the Director of Utilities to electronically sign the Memorandum of Understanding.

DATE OF INTRODUCTION: 06/17/2025
DATE OF PASSAGE: 06/17/2025
EFFECTIVE DATE: 06/17/2025

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

Topic:

Approval of Non-Union Pay Scale

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of HPD Non-Union Pay Scale

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HPD_Approval_Non-Union_Pay_Scales_Effective_7.7.25.pdf

Description

Approval: HPD Non-Union
Pay Scales Effective 7.7.25



CITY OF HAGERSTOWN
MARYLAND
21740 - 4696

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

May 13, 2025

To: Scott Nicewarner,
City Administrator

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

Ref: Approval of Non-Union Sworn Pay Scales, Effective July 7, 2025

The Hagerstown Police Department is seeking Mayor and Council approval to adopt the attached pay scales for Non-Union Sworn personnel. These new scales are designed to work in conjunction with the AFSCME 3373 contract, which was previously approved, and ensure that rank differentials within the department are maintained throughout the term of the contract.

These pay scales are important to ensure equity, fairness, and continued motivation for personnel as they progress through the ranks. The proposed increases maintain differentials between ranks, which fosters a sense of advancement and retention within the department.

Summary of the proposed rank-to-rank pay differentials:

Officer to Sergeant – 12%
Sergeant to Lieutenant – 9%
Lieutenant to Captain – 6%
Captain to Chief – 3%

Additionally, the FY26 budget submission has already accounted for these adjustments, and future budget submissions will continue to support these necessary changes.

I respectfully request your approval to implement these pay scales as presented.



A Nationally Accredited Law Enforcement Agency

Hagerstown Police Department Sergeants

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4	80,100.80	81,702.40	83,324.80
5	82,492.80	84,136.00	85,820.80
6	84,968.00	86,673.60	88,400.00
7	87,526.40	89,273.60	91,062.40
8	90,147.20	91,956.80	93,787.20
9	92,851.20	94,702.40	96,595.20
10	95,638.40	97,552.00	99,507.20
11	98,508.80	100,464.00	102,481.60
12	101,462.40	103,480.00	105,560.00
13	104,499.20	106,600.00	108,721.60
14	107,640.00	109,782.40	111,987.20
15	110,864.00	113,089.60	115,336.00
16	110,864.00	113,089.60	115,336.00
17	110,864.00	113,089.60	115,336.00
18	110,864.00	113,089.60	115,336.00
19	110,864.00	113,089.60	115,336.00
20	117,520.00	119,870.40	122,262.40
21	117,520.00	119,870.40	122,262.40
22	117,520.00	119,870.40	122,262.40
23	117,520.00	119,870.40	122,262.40
24	117,520.00	119,870.40	122,262.40
25	124,571.20	124,571.20	124,571.20

Hagerstown Police Department Lieutenants

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5	89,918.40	91,728.00	93,558.40
6	92,622.40	94,473.60	96,366.40
7	95,388.80	97,302.40	99,257.60
8	98,259.20	100,214.40	102,232.00
9	101,212.80	103,230.40	105,289.60
10	104,249.60	106,329.60	108,451.20
11	107,369.60	109,512.00	111,696.00
12	110,593.60	112,798.40	115,065.60
13	113,900.80	116,188.80	118,497.60
14	117,332.80	119,662.40	122,054.40
15	120,848.00	123,260.80	125,715.20
16	120,848.00	123,260.80	125,715.20
17	120,848.00	123,260.80	125,715.20
18	120,848.00	123,260.80	125,715.20
19	120,848.00	123,260.80	125,715.20
20	128,086.40	130,644.80	133,265.60
21	128,086.40	130,644.80	133,265.60
22	128,086.40	130,644.80	133,265.60
23	128,086.40	130,644.80	133,265.60
24	128,086.40	130,644.80	133,265.60
25	135,782.40	135,782.40	135,782.40

Hagerstown Police Department Captains
--

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5			
6	98,176.00	100,131.20	102,148.80
7	101,108.80	103,147.20	105,206.40
8	104,145.60	106,225.60	108,368.00
9	107,286.40	109,428.80	111,612.80
10	110,489.60	112,694.40	114,961.60
11	113,817.60	116,084.80	118,414.40
12	117,228.80	119,558.40	121,950.40
13	120,744.00	123,156.80	125,611.20
14	124,363.20	126,838.40	129,376.00
15	128,086.40	130,644.80	133,265.60
16	128,086.40	130,644.80	133,265.60
17	128,086.40	130,644.80	133,265.60
18	128,086.40	130,644.80	133,265.60
19	128,086.40	130,644.80	133,265.60
20	135,782.40	138,486.40	141,252.80
21	135,782.40	138,486.40	141,252.80
22	135,782.40	138,486.40	141,252.80
23	135,782.40	138,486.40	141,252.80
24	135,782.40	138,486.40	141,252.80
25	143,915.20	143,915.20	143,915.20

Hagerstown Police Department Chief

Annual Step	FY2026	FY 2027	FY 2028
1			
2			
3			
4			
5			
6	101,108.80	103,147.20	105,206.40
7	104,145.60	106,225.60	108,368.00
8	107,286.40	109,428.80	111,612.80
9	110,489.60	112,694.40	114,961.60
10	113,817.60	116,084.80	118,414.40
11	117,228.80	119,558.40	121,950.40
12	120,744.00	123,156.80	125,611.20
13	124,363.20	126,838.40	129,376.00
14	128,086.40	130,644.80	133,265.60
15	131,934.40	134,576.00	137,259.20
16	131,934.40	134,576.00	137,259.20
17	131,934.40	134,576.00	137,259.20
18	131,934.40	134,576.00	137,259.20
19	131,934.40	134,576.00	137,259.20
20	139,859.20	142,646.40	145,496.00
21	139,859.20	142,646.40	145,496.00
22	139,859.20	142,646.40	145,496.00
23	139,859.20	142,646.40	145,496.00
24	139,859.20	142,646.40	145,496.00
25	148,241.60	148,241.60	148,241.60

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

Topic:

Approval of FY 26 On-Call Electrical Maintenance Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY26_On-Call_Electrical.pdf

Description

Motion for Electrical

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: Approval of On-Call Electrical Maintenance Services Contract: 7/1/25-6/30/26

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and Council to authorize and approve the renewal of the On-Call Electrical Maintenance Contract with MEC, Inc as the City of Hagerstown's on-call electrical contractor for various departments/facilities within the City of Hagerstown on an as-needed basis for projects under \$25,000.00. The contract term is July 1, 2025 - June 30, 2026. This is year one (1) of five (5) optional one-year renewals. MEC Inc.'s pricing is as follows:

Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$56.00 Per Hour
After Hours Rate (Monday-Friday)	\$84.00 Per Hour
Weekend Rate	\$84.00 Per Hour
Holiday Rate	\$100.00 Per Hour
Bucket Truck Rate (including labor)	\$100.00 Per Hour
Material Mark-Up on Supplies	10%

DATE OF PASSAGE: 06/17/2025

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

Topic:

Approval of Boiler Services and Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY26_Boiler_Services_and_Maintenance.pdf

Description

Motion for Boiler

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: Approval of Boiler Service and Maintenance Agreement Contract: 7/1/25-6/30/26

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and City Council to authorize and approve Emcor Services Combustioneer as the City of Hagerstown's boiler preventative maintenance and repair contractor, with hourly repair services as needed, for various buildings/facilities within the City of Hagerstown. These services were formally bid in April 2025 – Bid # B1851.25. Contract term is July 1, 2025 through June 30, 2026, with the possibility of up to three (3) additional consecutive one (1) year renewals, subject to the mutual consent of the City of Hagerstown and Emcor Services Combustioneer. Emcor Services Combustioneer's FY26 annual amount is \$42,844.05 with a departmental breakdown as follows:

Department Name	Department Total
Light Department	\$ 2,856.27
Parks Department	\$ 11,425.08
Public Works	\$ 5,712.54
Water Department	\$ 5,712.54
Wastewater Department	\$ 5,712.54
Police Department	\$ 11,425.08
Grand Total =	\$ 42,844.05

Labor rates for all other services as needed for all facilities:

Regular Working Hours (Routine) Plumber	\$149.50 Per Hour
Regular Working Hours (Routine) Helper	\$117.50 Per Hour
Evenings and Saturdays (Emergency) Plumber	\$208.50 Per Hour
Evenings and Saturdays (Emergency) Helper	\$164.00 Per Hour
Sundays and Holidays (Emergency) Plumber	\$253.50 Per Hour
Sundays and Holidays (Emergency) Helper	\$199.00 Per Hour
Repair Parts and Material Mark-up	20%

DATE OF PASSAGE: 06/17/2025

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

Topic:

Approval of HVAC Service and Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY26_HVAC_Service_and_Maintenance.pdf

Description

Motion for HVAC

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: Approval of HVAC Service and Maintenance Agreement Contract: 7/1/25-6/30/26

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and City Council to authorize and approve the renewal of the HVAC Service and Maintenance Agreement Contract with M.S. Johnston Company, Inc. This contract covers the City of Hagerstown's air filtration systems and HVAC (heating, ventilation, air conditioning) preventative maintenance, with hourly repair services as needed. The contract term is July 1, 2025 – June 30, 2026. This is year three (3) of three (3) optional one-year renewals. M.S. Johnston Company Inc's FY26 annual amount is \$78,212.00 with a departmental breakdown as follows:

Department Name	Department Total
Fire Department	\$ 3,670.00
Light Department	\$ 2,060.00
Parks Department	\$ 9,590.00
Public Works	\$ 48,182.00
Water Department	\$ 5,070.00
Wastewater Department	\$ 9,640.00
Grand Total =	\$ 78,212.00

Labor rates for all other services as needed for all facilities:

Regular Working Hours (Routine) HVAC Mechanic	\$100.00 Per Hour
Regular Working Hours (Routine) Helper	\$60.00 Per Hour
Evenings, Weekends and Holidays (Emergency) HVAC Mechanic	\$160.00 Per Hour
Evenings, Weekends, and Holidays (Emergency) Helper	\$90.00 Per Hour
Repair Parts and Material Mark-up	50%

DATE OF PASSAGE: 06/17/2025

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

Topic:

Approval of Elevator Maintenance Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY26_Elevator_Maintenance_Services.pdf

Description

Motion for Elevator Services

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **June 17, 2025**

TOPIC: **Approval of Elevator Maintenance Services Contract: 7/1/25-6/30/26**

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

MOTION:

I hereby move for the Mayor and City Council to authorize and approve the renewal of the Elevator Maintenance Service Contract with Oracle Elevator Holdco, Inc. This contract covers the repair, adjustment, emergency services, preventative maintenance, and inspection services for elevators located at various City buildings. Contract term is from July 1, 2025 – June 30, 2026. This is year four (4) of four (4) optional one-year renewals. Total contract annual amount is \$21,300.00 with a departmental breakdown below.

Department Name	Department Total
Public Works	\$ 13,800.00
Police Department	\$ 3,960.00
Water Department	\$ 3,540.00
Grand Total =	\$ 21,300.00

DATE OF PASSAGE: 06/17/2025

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

Topic:

Approval of Contractual Services to Assist with Emergency Storm Restoration

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20250617_Motion_for_Approval_of_Emergency_Restoration_Funds.pdf	Motion
20250617_Memo_for_Approval_of_Emergency_Restoration_Funds.pdf	Memorandum

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: APPROVAL OF EMERGENCY STORM RESTORATION FUNDS

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move for approval of Emergency Restoration Funds in the amount of \$290,000.00 for Contracted Services following the storm of April 19, 2025, per the attached memorandum.

DATE OF INTRODUCTION: 6/17/2025
DATE OF PASSAGE: 6/17/2025
EFFECTIVE DATE: 6/17/2025



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

June 4, 2025

To: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: Approval of Emergency Restoration Funds for Contracted Services following the April 19, 2025 storm

Action: June 17, 2025 – Regular Session Approval

The aftermath of a storm event that passed through the HLD service territory during the late hours of Saturday, April 19, 2025 left most of our service territory without power. Services were acquired from six different contractors providing twenty-three Lineworkers and eighteen Arborists to efficiently and effectively assist with power restoration efforts that concluded the evening of Wednesday, April 23, 2025.

The total estimated cost for these services is \$333,566.30. The services provided by Diamond Electric in the amount of \$55,739.00 were approved by consent during the May 28, 2024 Work Session as part of the FY25 blanket contract and, to date, the final invoice has not been received from Easton Utilities Commission, therefore contingency funds in the amount of \$12,172.70 are included in the total to account for any underestimation.

I request formal approval of funding in the amount of \$290,000.00 for the payments made, or anticipated, for the services acquired to assist with storm restoration efforts in accordance with Emergency Purchase Authorization per Section V of the Purchasing Policy and Procurement Manual.

The breakdown of cost is as follows:

	Estimated Cost	PO	Actual Payment
ABC Tree Experts	\$93,316.36	20251354	\$93,316.36
Diamond Electric	\$55,739.00	20251350	\$55,739.00
Easton Utilities Commission	\$30,500.00	TBD	TBD
Everhart & Hoover	\$15,000.00	20251394	\$14,145.36
New Direction Utilities	\$91,860.52	20251352	\$91,860.52
N.G. Gilbert	\$47,150.42	20251400	\$47,193.22
Total	\$333,566.30		\$302,254.46
Less Diamond Electric	(\$55,739.00)		
Easton Contingency	\$12,172.70		
Requested Amount	\$290,000.00		

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

Topic:

Approval of Invest Hagerstown Program Funding Levels for FY26

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of Lease Holdover Extension: Department of Labor Licensing & Regulation 14 N. Potomac St.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061725_RS_Lease_Holdover_DLLR.pdf

Description

Lease Holdover Extension with Maryland Department of Labor, Licensing and Regulation.

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: June 17, 2025

**TOPIC: Approval of a Motion: Lease Holdover Extension with Maryland
Department of Labor, Licensing and Regulation**

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

MOTION: I hereby move that the Mayor and City Council approve the attached holdover extension letter with Maryland Department of General Services for a lease at 2-6 N. Potomac Street, in Hagerstown, MD.

DATE OF INTRODUCTION:	N/A
DATE OF PASSAGE:	06/17/2025
EFFECTIVE DATE:	06/17/2025



CITY OF HAGERSTOWN, MARYLAND

William B. McIntire
Mayor

One East Franklin Street • Hagerstown, MD 21740

E-mail: mayor@hagerstownmd.org

Telephone: 301.766.4161 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

June 17, 2025

Mrs. Ilona Ghine, Chief
Lease Management and Procurement Department of General Services
Office of Real Estate 300 W. Preston St., Suite 601
Baltimore, MD 21201

RE: DGS File 3231 Extended Holdover

Dear Mrs. Ghine:

Mayor and City Council of Hagerstown, Maryland, (hereinafter called the "Lessor"), and the State of Maryland, (hereinafter called the "Lessee") to use the Department of Labor, Licensing and Regulation, Division of Occupational Health, are parties to that certain Lease dated January 29, 2007 {the "Lease") for the lease of the building located at 14 N. Potomac Street, Hagerstown, Maryland.

Pursuant to the terms of Section 9.2 of the Lease, Lessee exercised its option to extend the term of the Lease for a period of six (6) months (the "Holdover Period"). The Holdover Period expired on July 31, 2023. Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted an additional extension of the holdover period for a period commencing on August 1, 2023, and ending January 31, 2024 (the "Additional Holdover Extension") and February 1, 2024, to July 31, 2024 (the "Third Holdover Extension"). Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted a fourth extension of the holdover period for a period commencing on August 1, 2024, and ending January 31, 2025 ("Fourth Holdover Extension").

Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted a fourth extension of the holdover period for a period commencing on February 1, 2025, and ending July 31, 2025 ("Fifth Holdover Extension"). Pursuant to the terms of Section 9.2 of the Lease, the Lessor will grant a sixth extension of the holdover period for a period commencing on August 1, 2025, and ending January 31, 2026 ("Sixth Holdover Extension").

Sincerely,

CITY OF HAGERSTOWN

William B. McIntire
Mayor





TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: June 10, 2025

RE: Review of Lease Holdover – Department of Labor, Licensing and Regulation

Staff will attend the June 10, 2025 Mayor & Council Work Session to review a lease holder letter with the State of Maryland.

Background

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

- Department of General Services has requested an additional extension of a holdover request of the lease from January 29, 2007.
- This will be the 6th holdover request as the 6-month term runs from February 1, 2025 – July 31, 2025. The new term will be from August 1, 2025 – January 31, 2026.
- Current rent is \$167,100 per year (\$15/ft). State and City are acting in good faith and all rental payments are current.

Staff seek direction from Mayor and Council on proceeding with the letter to extend the lease holdover.

Attachments: Holdover Letter, Draft Motion

c. Jill Thompson
Michelle Hepburn
Eric Deike
Jim Bender
Amanda Gregg

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

Topic:

Approval of Safe Streets Grant Application

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of Community Parks & Playground Grant Request FY27 Wheaton Park Playground Equipment

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CP_P_Funding_Request_Council_Packet.pdf

Description

Community Parks &
Playground - Wheaton Park



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer

FROM: Eric B. Deike, Director of Public Works

DATE: June 3, 2025

SUBJECT: Community Parks & Playgrounds Grant Request FY2027
Wheaton Park Playground Equipment

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking direction and approval from the Mayor and Council on recommendations for the State of Maryland's Community Parks & Playgrounds (CP&P) grant funds for FY2027. We will be seeking \$170,000 for new playground equipment to be installed at Wheaton Park.

DISCUSSION

CP&P is a grant through the Maryland Department of Natural Resources (DNR). Per their guidelines: "Grants may be for up to 100% of the project cost and are selected on a competitive basis. Projects must be publicly accessible."

Several years ago, the City set out to renovate Wheaton Park with a series of upgrades and updates to the park. Many ideas were presented and the most favorable, as decided by the neighborhood residents, were divided between Phase I and Phase II. Phase I included the demolition of the former Caretaker's House, construction of a misting pad, upgraded parking, and the installation of a new playground set.

Phase II is the construction of an entertainment stage located in the southwest quadrant of the park. The project has been advertised for bids and construction should begin later this year.

Beyond Phase I and Phase II, there were many amenities on the neighborhood's "wish list." All of this was placed on a master plan from landscape architects, Mahan Rykiel Associates, Inc. One of these items included new playground equipment. See item C on the attached plan under the heading of Proposed.

Staff intends to pursue CP&P funding for the replacement of the existing playground equipment that is approximately 15 years old. An entire new playground set was installed at Fairgrounds Park in 2025 for \$136,540 (furnished and installed).

The CP&P application is submitted directly to DNR. The City would be in competition with every other county and municipality applying for funds in the state of Maryland. A recent meeting

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

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

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext. 479



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

was held online with staff from DNR and Washington County. DNR receives far more requests than there are funds to cover. DNR staff made it clear to submit 1 project for 1 park for the City to have any chance of being successful in obtaining funds. Given Wheaton Park has a formal plan and vision, it seems reasonable to pursue funding to continue the upgrades at this facility.

The applications are due in August of 2025, but the funding will be FY2027.

FINANCIAL IMPACT

The CP&P request will be for 100% of the project. There will be costs to the City including removal of the old equipment, site preparation, and other incidentals. The City's cost will be incidental to the project and will come from the operating budget for labor and material.

RECOMMENDATION

Staff highly recommends pursuing this grant. The program is not currently advertised, but it will be soon. Applications will be due sometime in mid-August according to the staff at DNR.

Att: Wheaton Park Master Landscape Plan
C: Parks Staff
Finance Staff

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: **APPROVAL OF AN APPLICATION TO THE STATE OF MARYLAND'S DEPARTMENT OF
NATURAL RESOURCES COMMUNITY PARKS AND PLAYGROUNDS (CPP) GRANT
FUNDING PROGRAM FOR FY2027**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

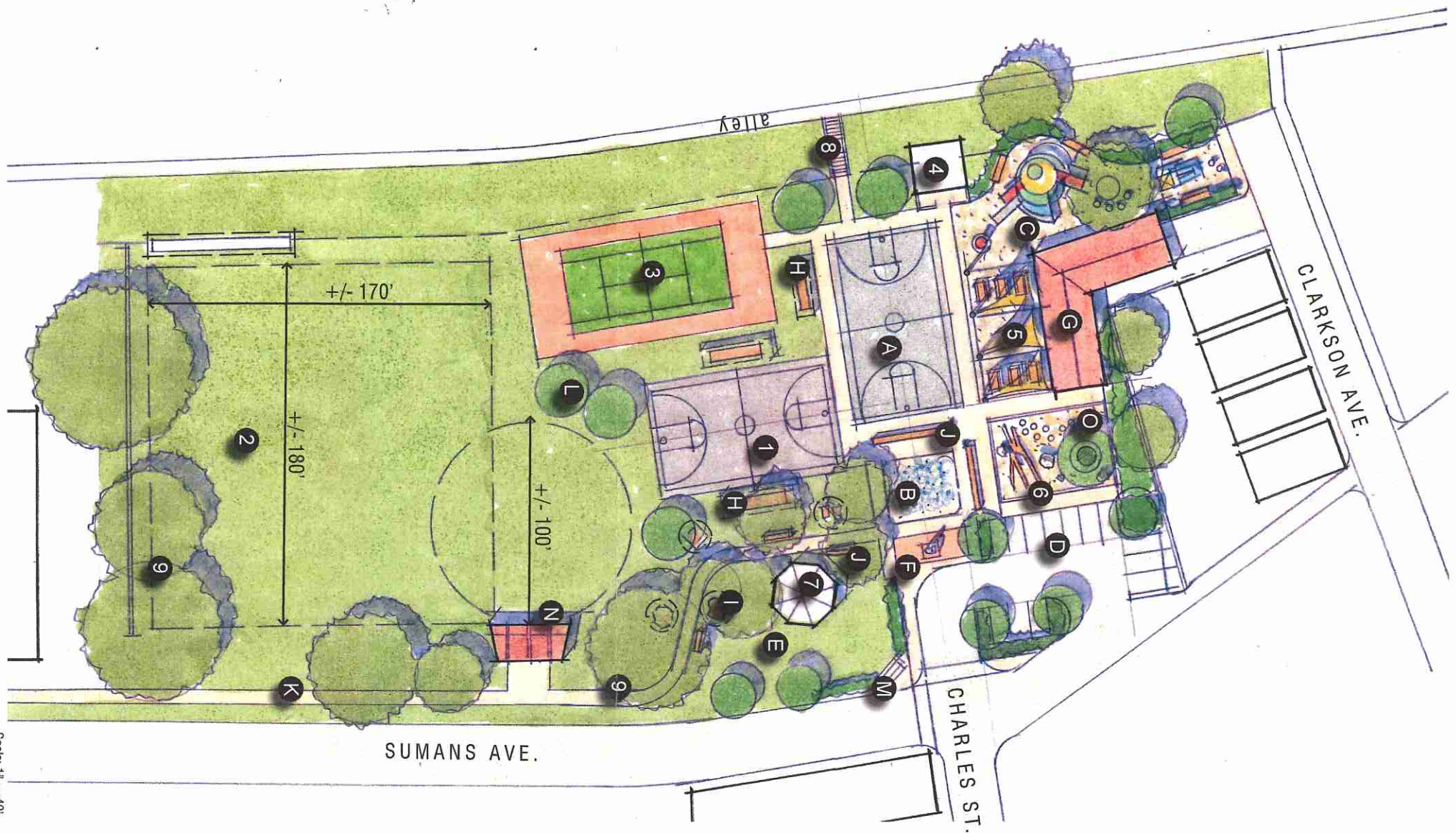
MOTION: I hereby move for Mayor and Council to approve an application to the State of Maryland's Department of Natural Resources Community Parks And Playgrounds (CPP) grant funding program. The funding would be for FY2027. The proposed project is to provide new playground equipment for Wheaton Park in the amount of \$170,000.

This is a competitive program through the State of Maryland with no assurances the City would be awarded the funds.

Date of Introduction: June 17, 2025

Date of Passage: June 17, 2025

Effective Date: June 17, 2025



Overview

- Remove/Reconfigure Existing Picnic Pavilion & Storage Building to Create Space for a New Full Size Basketball Court
- Realign Sidewalk Along East Park Edge - Create a Gathering Lawn/Green Space with New Stage
- Focal Plaza with Misty Pad
- Field & Bleacher Improvements
- Off Street Parking Improvements Off Of Alley & Charles Street
- Playground Upgrades
- New Additional Bandstand/Stage Area
- Provide Seating/Shade & Comfort Areas
- Create Smaller Outdoor Game Pad Areas or Rooms
- Remove House - Add Natural Play Area

Existing

- 1 Basketball Court
Maintenance As Needed
- 2 Multipurpose Field
Seeding/Maintenance As Needed. Replace/Maintain Existing Bleachers
Possible Turf Surface
- 3 Tennis Court
Repair/Restore - New Painting (As Needed) Consider Adding Pickle Ball Court Layout
- 4 Restrooms
Maintenance (As Needed)
- 5 Picnic Pavilion
Remove Existing Structure. New Picnic Pavilion.
House
To be Removed
- 6 Bandshell
Keep in Existing location. Restoration Underway.
- 7 Stairs
Restore/Repair (As Needed)
- 8 Trees (Typical)
Prune/Maintain (As Needed)

Proposed

- A Basketball Court
New Full Sized Regulation Court Space
- B Misty Pad
Flexible Use Plaza Space with Misty Feature. Space
Designed to Accommodate Events/Gathering Area when Mist
is Turned Off
- C Playground/Play Feature
New ADA Accessible Equipment for Children of All Ages
- D Parking
New Off Street Surface Parking. +/- 11 Spaces Total
- E Park Green Space
Gathering Lawn Area Adjacent & Under Existing Shaded Tree
Area for Music, Bands, and Other Events. New Stage & Pavilion
Plaza Space with Art/Sculpture Opportunities
- F Opportunity Areas for Seating/Gathering & Art/Sculpture
Display
- G Picnic Pavilion Area
Picnic Tables, Shade Features, Lighting & New Storage Area
- H Bleachers
Consider Shade Structure Over Bleacher Areas
- I Outdoor Game Pods or Rooms
Gogo Ball, Corn Hole, Informal Table Games Etc.
- J Seating
Benches or Seating Features
- K Sidewalk Realignment
Realign Sidewalk Slightly to Create Room for New Lawn/Green
Event Space Area
- L Tree Planting
Plant Additional Large Upright Deciduous Trees for Shade &
Comfort
- M Stairs
Create Corner Entry into the Green Area
- N New Stage/Bandshell Area
Additional Lawn Gathering Space for Events
- O Natural Play Area
New Play Improvements with nature Elements

WHEATON PARK

Hagerstown, Maryland

IMPROVEMENTS MASTER PLAN

PARK IMPROVEMENT OPPORTUNITIES | MAHAN RYKIEL

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

Topic:

Approval of Union Contract IBEW

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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, June 17, 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.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: