

Mayor and Council

Executive Session and Work Session

July 15, 2025

Agenda

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

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

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

"If you cannot control your emotions, you cannot control your money" – Warren Buffett

EXECUTIVE SESSION

3:30 PM 1. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

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

4:00 PM WORK SESSION

4:00 PM 1. Expansion Plans: Washington County Museum of Fine Arts - *Jim Bender, City Engineer, and Sarah Hall, Executive Director of Washington County Museum of Fine Arts*

4:20 PM 2. Preliminary Agenda Review

4:30 PM 3. 10-Year Downtown Plan Update - *Doug Reaser, Economic Development Manager and Christopher Lankenau with Urban Partners (remotely)*

4:45 PM 4. State of Maryland MEDAAF Conditional Loan for NewCold - *Doug Reaser, Economic Development Manager*

5:00 PM 5. Community Development Block Grant (CDBG) Five-Year Consolidated Plan and FY26 Annual Action Plan – *Margi Joe, Community Development Manager and Rachel Paul, Planning and Outreach Coordinator*

5:15 PM 6. Requested Extension of Timeline and Scope of Service for Hagerstown Development Partnership (HNDP) FY24 CDBG Subrecipient Agreement - *Margi Joe, Community Development Manager and Rachel Paul, Planning and Outreach Coordinator*

5:30 PM 7. Municipal Infractions Fee Schedule - Maryland State Law Changes – *Paul Fulk, Neighborhood Services Manager*

8. Renewal of Speed Camera Contracts - *Chief Paul "Joey" Kifer, and Officer Tim Culp*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

July_15__2025_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
JULY 15, 2025
AGENDA**

Vision Statement:

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

Mission Statement:

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

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

3:30 p.m. EXECUTIVE SESSION

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

** Acquisition of Property*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: July 15, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:30 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Expansion Plans: Washington County Museum of Fine Arts - *Jim Bender, City Engineer, and Sarah Hall, Executive Director of Washington County Museum of Fine Arts*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Council_Memo_WCMFA_Jul_15__25.pdf

Description

WCMFA Expansion Project



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

July 15, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Washington County Museum of Fine Arts Expansion

1. Background

As Council is aware, the Washington County Museum of Fine Arts (WCMFA) has plans to expand and renovate their facility at City Park. WCMFA has worked with their consultants to develop and finalize a conceptual master plan for their facility; this plan, if implemented, will change how the museum is accessed, and will redevelop the former Bock Oil property. Staff felt that the Council should be updated on WCMFA's plans in case there were any concerns over the changes being proposed, so that they could be addressed before WCMFA moved on to preparing site development plans.

2. Mayor & Council Action Requested

No action is requested at this time; this presentation is only for informational purposes. Sarah Hall, the Executive Director of WCMFA, will be present at the meeting and will review the master plan with the Council. Staff will also be present at the work session to discuss.

3. Discussion

WCMFA's plans consist of several different elements. One is the redevelopment of the former Bock Oil property near the intersection of Highland Avenue and Key Street. WCMFA envisions that site as the home to an educational facility and gathering space, and also as a space that can be utilized by artists in residence.

Expansion of the existing museum building and relocation of their loading dock is another element of the master plan. The expansion would provide additional gallery space, an enlarged art vault, an enlarged museum shop area, and other improvements. The improvements are shown on the plans in the attached presentation.

One other significant change that is being proposed is a revised plan for access to the site from Key Street. The plan proposes eliminating the double Museum Drive entrance, and replacing it with a new access driveway from Key Street that would pass through the Digby parking lot to reach the museum. This change would allow the space in City park between the Digby parking lot and the lake to be reconfigured/reimagined; staff from the Parks & Recreation division will work with WCMFA to develop plans for that area.

attachment: presentation



HOW IT STARTED

Evolution of WCMFA 1931, 1949, 1994 & 2012

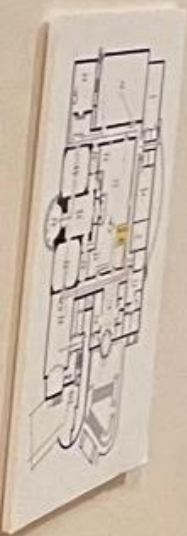


WHY?

Existing Facilities and Operations

- 23,000 SF existing building – more space needed
- 46,000 annual visitors (2015 to 2019)
- In 2019, the museum offered 159 classes with over 2,000 participants, and served over 2,800 visitors on group tours.
- Approximately half of visitors are from Washington County; remainder regional.
- Two thirds of visitors are from Maryland and one third are from out of state.
- Funded largely through public and private support.
- Earned revenue is also generated through museum store and facility rentals.
- \$1.4 million operating budget and 18 staff members







Ambitious Exhibition Projects

Designed to increase our regional impact and spur tourism



Art, Fashion, Symbol Statement: Tattooing in America 1960s to Today



Childhood Favorites: 100 Years of Children's Book Illustration

Taking the action from the galleries all the way to the lake.



Director of Education Kellie Marz Melie gives lantern launch instructions at Floating Beauty after Dark



A magic moment

The Evolving Role of Museums and Public Value

Traditionally...

- Collections Stewards
- Educational Providers

More Recently

- Attracting Tourists
- Creating civic and community pride
- Improving Quality of Life
 - Attracting workforce

Today people call on art museums to act as schools, civic centers, economic engines, refuges, and town squares, shining a bright light on the needs of communities and the expectations they often have of their museums.

Dr. Elizabeth Rodini, for the Khan Academy

Now

- Communities with strong arts & cultural organizations
 - Report less instances of domestic violence.
 - Confers a five-year advantage in cognitive age: museums and similar cultural organizations provide the biggest boost to cognitive health. (Finlay et al, Wellbeing, Space and Society, Volume 2, 2021 (cited by American Alliance of Museums, Museum Facts & Data).
 - Visiting a museum can have measurable mental health benefits (U. Penn Research)

LET'S NOT FORGET FUN

(MUSEUMS ARE UNDER GREATER PRESSURE TO PROVIDE SOCIAL EXPERIENCES.)

WHERE IT'S GOING

Thoughtful, Deliberate, Progress

- Master Planning: Schwartz/Silver Architects, November 2021 to February 2022
- Environmental Assessment & Clearing, Triad Engineer, 2021 to 2022
- Market Opportunity Study: ConsultEcon, completed February 2022
- Board Approval of Master Plan, March 2022
- Purchase of Key Street Property, August 2022
- Campaign Feasibility Study: CCS, January to June 2023
- Preliminary Cost Estimating: Costcon, February 2023
- Launch of Campaign Quiet Phase: October, 2023
- RFP for Schematic Design Issued: May 1, 2024
- Design Architect Selected: Cooper Robertson, October 2024
- Completion of Schematic Design, April 2025

Master Plan Opportunities

- Master creates opportunities to:
 - Greatly expand education, programs and events
 - Add offerings to make WCMFA more accessible to a wider range of audiences
 - Better engage local audiences
 - Expand WCMFA regional reach to attract more visitors to Hagerstown.
 - Increase earned revenue opportunities
 - Enhance long-term sustainability
 - Improve the built environment / engage with City Park
- Master Plan to expand museum and redevelop Key Street is recommended.

County Population and Tourism

- 1.1 million residents, 86% outside of Washington County
- 5% increase in population between 2021 and 2026, faster than city, state and nation
- 1.4 million day and overnight visitors to Washington County in 2019
 - 636,000 overnight visitors
 - 724,000 day trippers
- City is a hospitality and amenity hub including arts, culture heritage entertainment, shopping and dining
- Final COVID impacts not yet determined

Market Area	2010	2021	2026	Percent Change, 2021-2026	2021 Percent to Total Resident Market
Primary Market Area (Washington County)	147,430	153,412	155,247	1.2%	13.9%
Secondary Market Area (Ten adjacent City-Counties)	854,058	952,065	1,004,649	5.5%	86.1%
Total Resident Market Area	1,001,488	1,105,477	1,159,896	4.9%	100.0%
<i>City of Hagerstown</i>	<i>40,010</i>	<i>42,264</i>	<i>42,743</i>	<i>1.1%</i>	
<i>State of Maryland</i>	<i>5,773,552</i>	<i>6,099,098</i>	<i>6,250,391</i>	<i>2.5%</i>	
<i>United States</i>	<i>308,745,538</i>	<i>333,934,112</i>	<i>345,887,495</i>	<i>3.6%</i>	

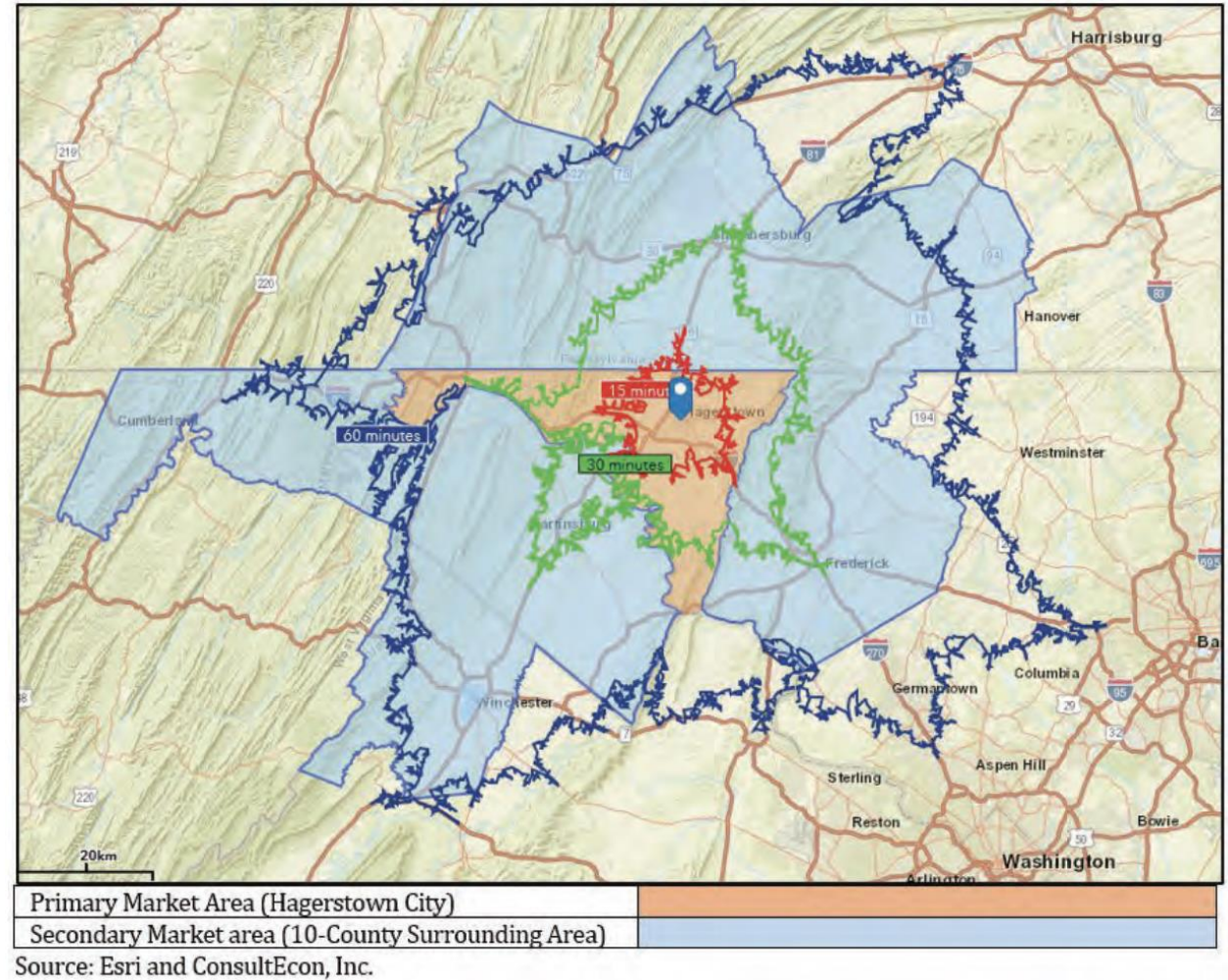
Source: U.S. Census Bureau, Census 2010 Data; Esri forecasts for 2021 and 2026; and ConsultEcon, Inc.

- | Facility Type | Percent to | |
|--|------------|-------------|
| | Number | Total |
| Art Museums/Galleries in Higher Education | 13 | 41% |
| Art Museums | 6 | 19% |
| Community Arts/Education/Association/Artists Galleries | 6 | 19% |
| General/History Museums/Historic/Nature Sites with Art Offerings | 7 | 22% |
| Total Arts Facilities | 32 | 100% |

Source: ConsultEcon, Inc.

Market Area and Segments

- The Primary Market Area is the area within Washington County
- The Secondary Market Area is comprised of the ten surrounding City-Counties:
 - Adams, PA
 - Allegany, MD
 - Berkeley, WV
 - Franklin, PA
 - Frederick, MD
 - Frederick, VA
 - Fulton, PA
 - Jefferson, WV
 - Morgan, WV
 - Winchester City, VA



[PROFILE](#)[LEADERSHIP](#)[WORK](#)[IDEAS](#)[NEWS](#)[CONTACT](#)

UNIVERSITY ART MUSEUM



HARRY RANSOM CENTER



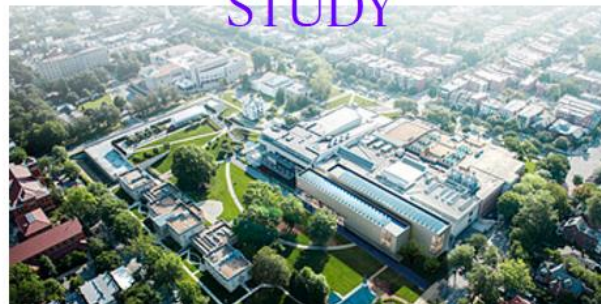
MUNSON MASTER PLAN



NELSON-ATKINS MUSEUM OF ART



VMFA SPACE STUDY



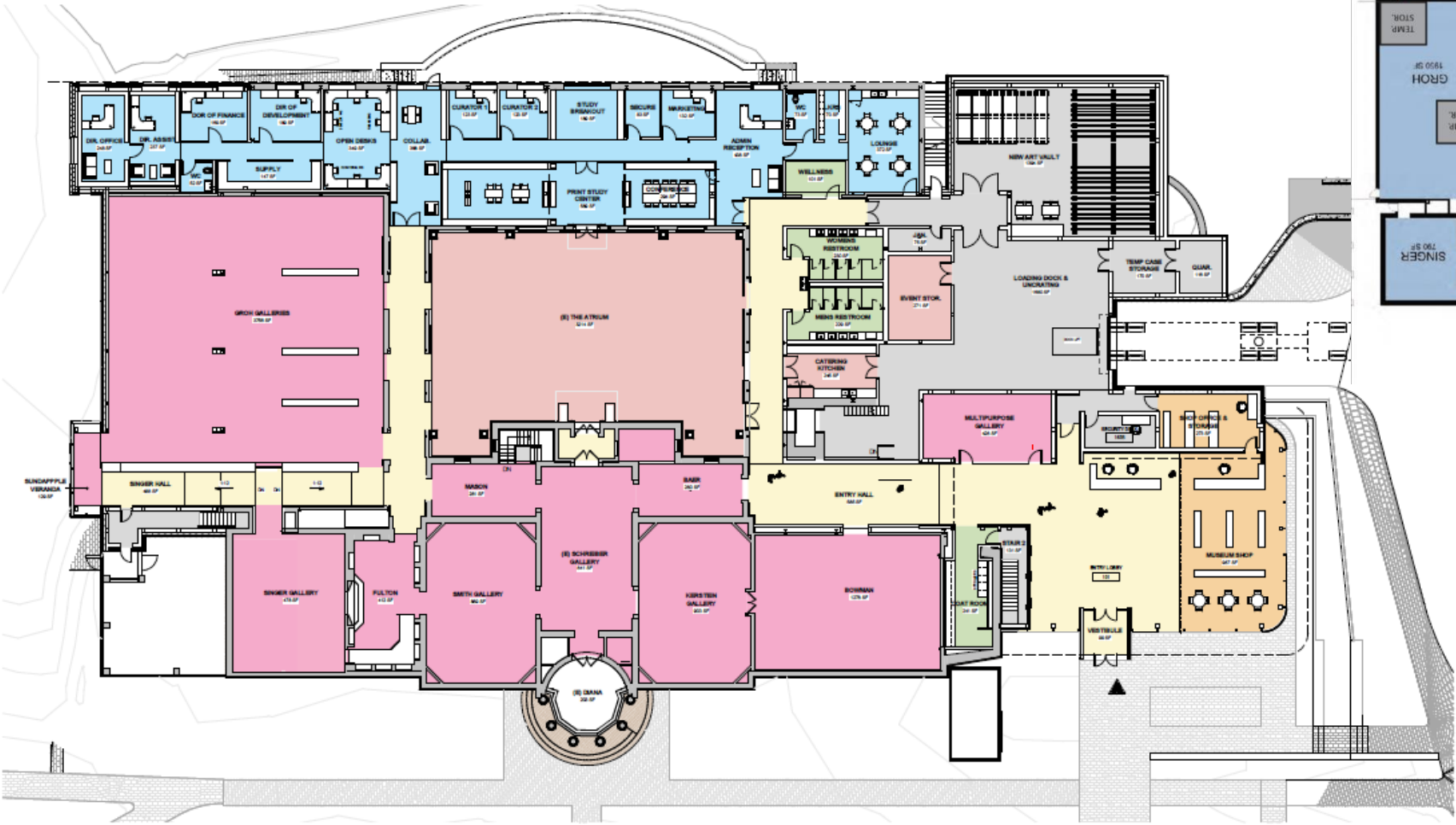
GATEWAY ARCH MUSEUM



HOW IT'S GOING

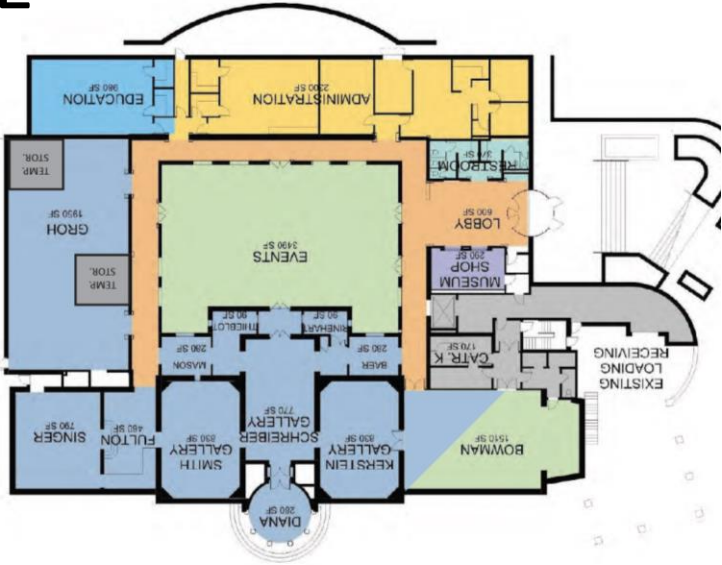
MAIN MUSEUM BUILDING/401 MUSEUM DRIVE

PROJECT PROGRAM SUMMARY



MUSEUM BUILDING = GROUND FLOOR PLAN

Expanded Building



Existing Building



Aerial View of the Expanded Museum. Both Lobby and High Gallery Expansions feature a Large Flat roof which extends outwards from the existing Limestone Cornice line.

COOPER ROBERTSON

Aerial Perspective



View of the New Museum Entrance Lobby with Cornice line extending prominently from the historic 1934 Gallery wing, and Round corners that echo the affective qualities of the Original Diana Portico.



View of the expanded Groh Galleries with framed views to the landscape and a direct connection to the Singer Gallery.

COOPER ROBERTSON

Groh Gallery Interior Perspective



KEY STREET SITE EXISTING CONDITION

Education Center - Renovating Main Building

- 3 flexible classrooms with open studio and display space for student work and visiting artists
- Meeting & community space seating 40+ people
- Office space for education staff and program storage / administration
- Catering kitchen, storage, and bathrooms

The Garage - Community Space & Event Pavilion

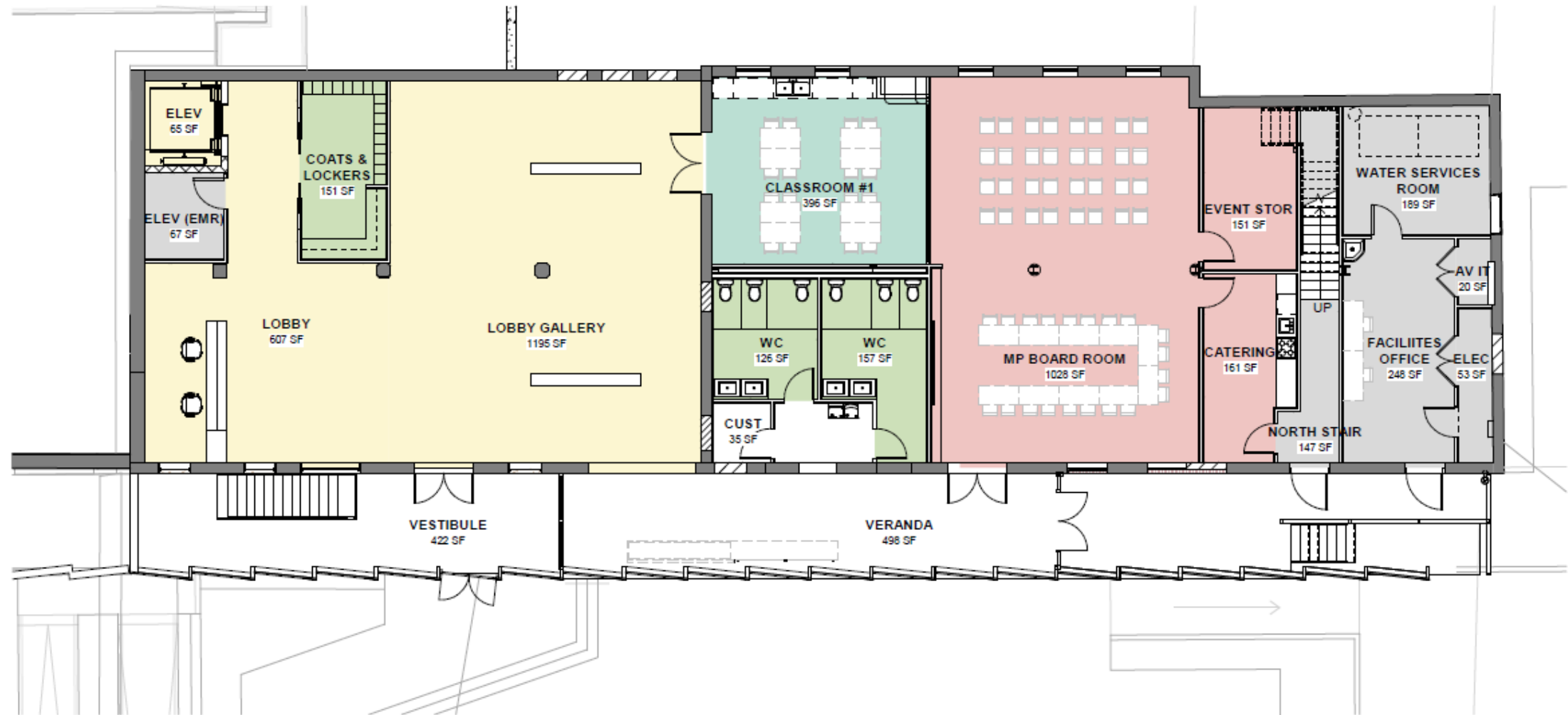
- Catering kitchen and Flexible community space and courtyard for evening events, student lunches, community meetings

Historic Stables - Artist-In-Residence

- Gallery space for exhibitions and installations by visiting artists with a second story apartment (visiting artist residence)

PROJECT PROGRAM SUMMARY

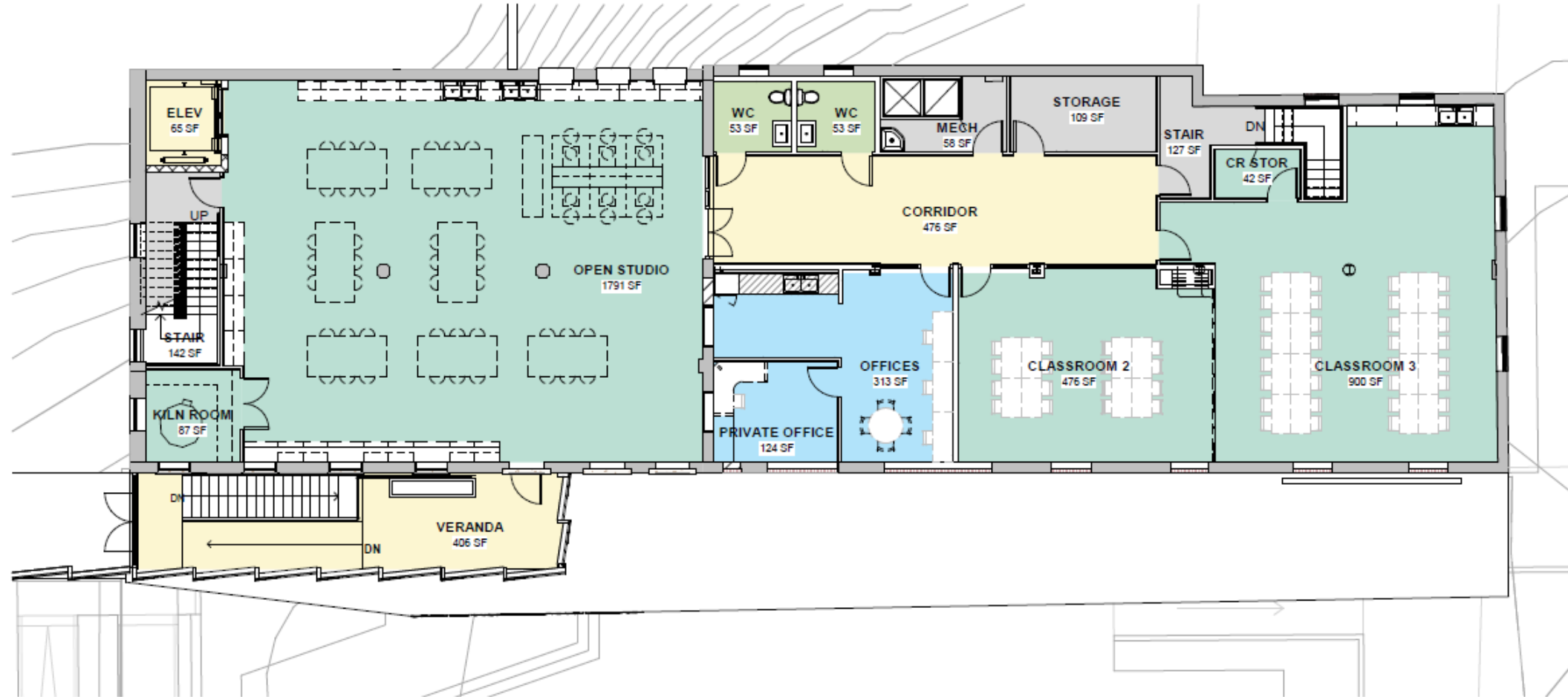
EDUCATION CENTER GROUND FLOOR/105 KEY STREET



KEY STREET - (K1) EDUCATION BUILDING GROUND FLOOR

EDUCATION CENTER SECOND FLOOR/105 KEY STREET

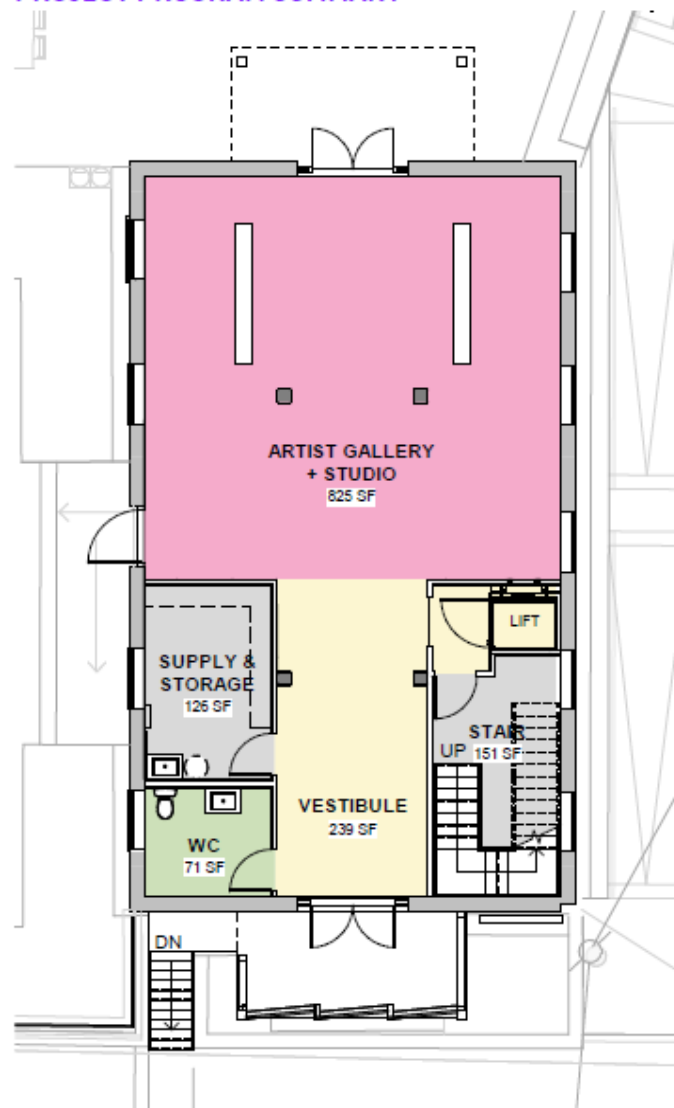
PROJECT PROGRAM SUMMARY



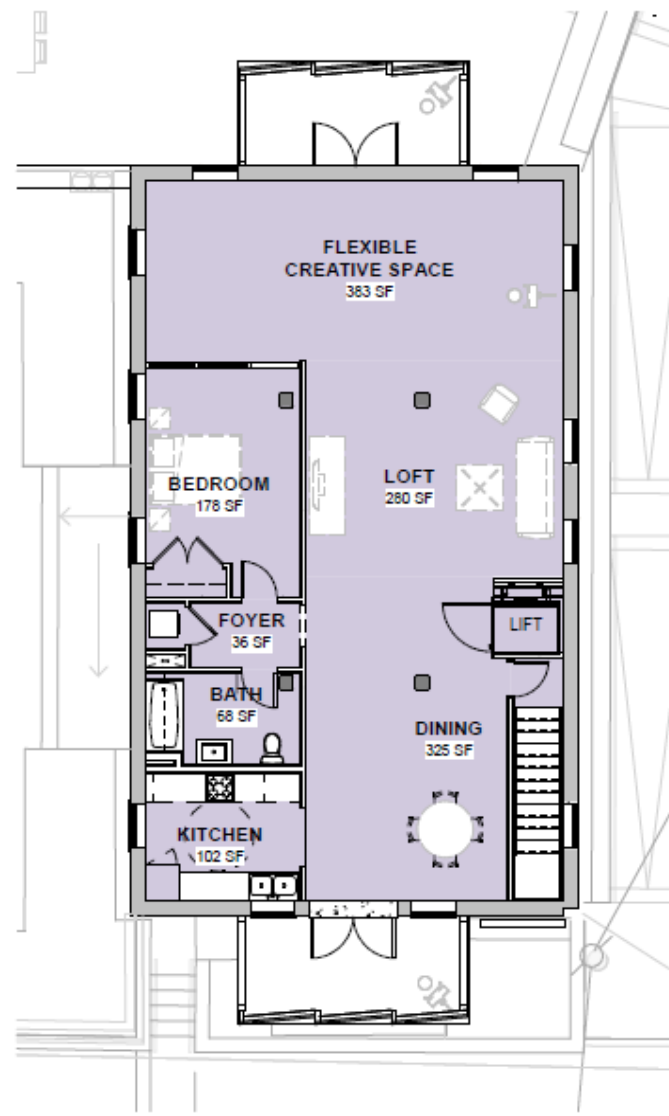
KEY STREET - (K1) EDUCATION BUILDING SECOND FLOOR

ARTIST-IN-RESIDENCE SPACE/105 KEY STREET

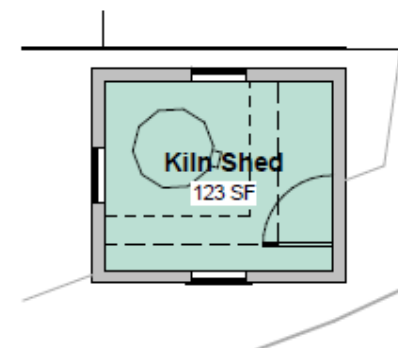
PROJECT PROGRAM SUMMARY



KEY STREET - (K3) ARTIST IN RESIDENCE FIRST FLOOR



KEY STREET - (K3) ARTIST IN RESIDENCE SECOND FLOOR



KEY STREET - (K4) KILN SHED



View from the lawn that highlights the terracing on the main building, starting from the existing elevator shaft, to the new proposed veranda. The stepping draws ones eye down to the new plaza, where activities can be observed. The lawn provides a space in which all aspects of the newly designed Key Street can be discerned and engaged in.



At night, the buildings shine as beacons of light. Illuminating from within as three lanterns, individuals are drawn into the space; the three buildings establishing their prominence in Hagerstown.



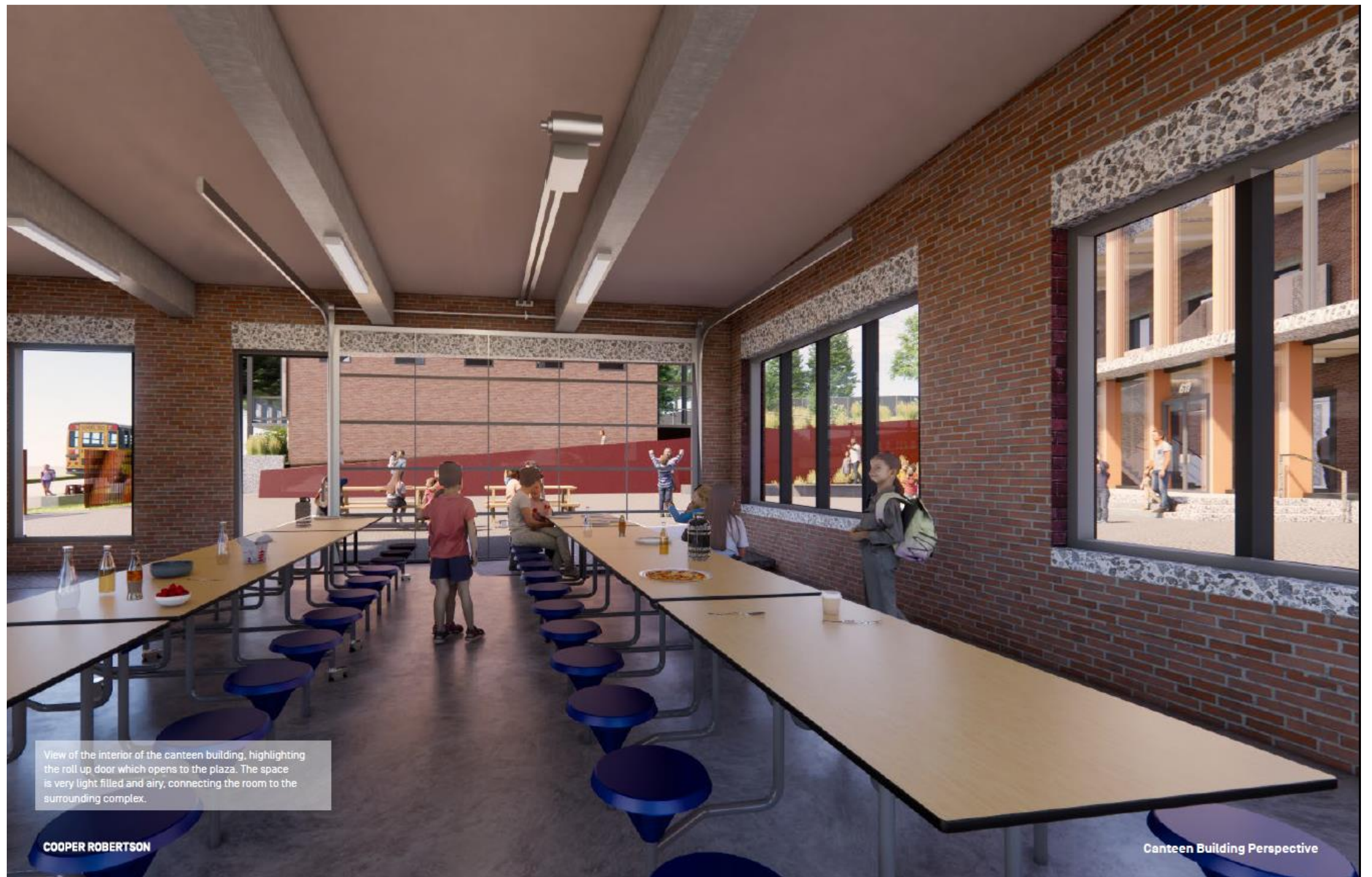
View of the lobby gallery, which is flexible for many events, or orientation zones for various school groups. On show currently is the Washington County Public Schools Annual Art Exhibition.

COOPER ROBERTSON

Lobby Gallery Perspective



View of the interior open studio, highlighting the various counters and tables for creation, with ample storage for supplies. In the rear of the room is a zone for ceramic wheels. To the right, the open studio opens out to the veranda, and in turn connecting the studio to the lawn and landscape.



View of the interior of the canteen building, highlighting the roll up door which opens to the plaza. The space is very light filled and airy, connecting the room to the surrounding complex.

What will we do here?

The Arts Campus and Education Center will provide space for activities like:

- Classes and workshops pre-school through adult, indoors and out
- Contemporary and student art exhibitions
- Field trips that combine gallery time with classroom instruction, art making, and lunch.
- Artist residency and associated demonstrations, workshops, classes, and exhibitions
- Hands-on art activities that aren't appropriate for the main building (i.e. hot work like welding, or firing ceramics)
- Summer camps
- Additional family programming—with the potential for drop-in art activities and new kid-friendly spaces
- A kid-friendly (fenced) space for outdoor concerts and performances
- Community meetings and presentations (flexible space for meetings of up to 40 people)
- Training for museum docents, volunteers, teen ambassadors, and others
- Prep space for teachers
- Brown bag lunch spot for field trips
- Rental events in the paved courtyard, meeting room, or classroom spaces

7.3 A Destination Campus Landscape Vision



Make Art and Build Community

Offering both children and adults the opportunity to create art is a cornerstone of WCMFA's current and future programming, drawing artists from across the region and beyond. Set within a picturesque park, the museum invites visitors to explore the deep connection between art and nature, inspired by the Singers' remarkable collection of landscape paintings. The Key Street Plaza will further extend these creative experiences into the outdoors, enriching the museum's community engagement and artistic reach.



Learn About Local Ecology and Natural Systems

The landscape design celebrates native plants and local ecology, offering school groups and other visitors the chance to learn how plants can enhance air and water quality, create habitats, and provide seasonal beauty. The Pollinator Meadow and Rain Garden will showcase environmental best practices, grounding the project in the natural character of Washington County—its open fields, meadows, and woodlands.



Enjoy Events and Performances

Through a series of outdoor rooms—including the Rose Garden, the Entrance Plaza and Terrace, the Emergency Services Garden, and the Key Street Plaza—WCMFA's programming and performance capabilities will be greatly enhanced. This development will encourage visitors to return to the site repeatedly, extending their experience beyond the art galleries and further strengthening the sense of community in Hagerstown.

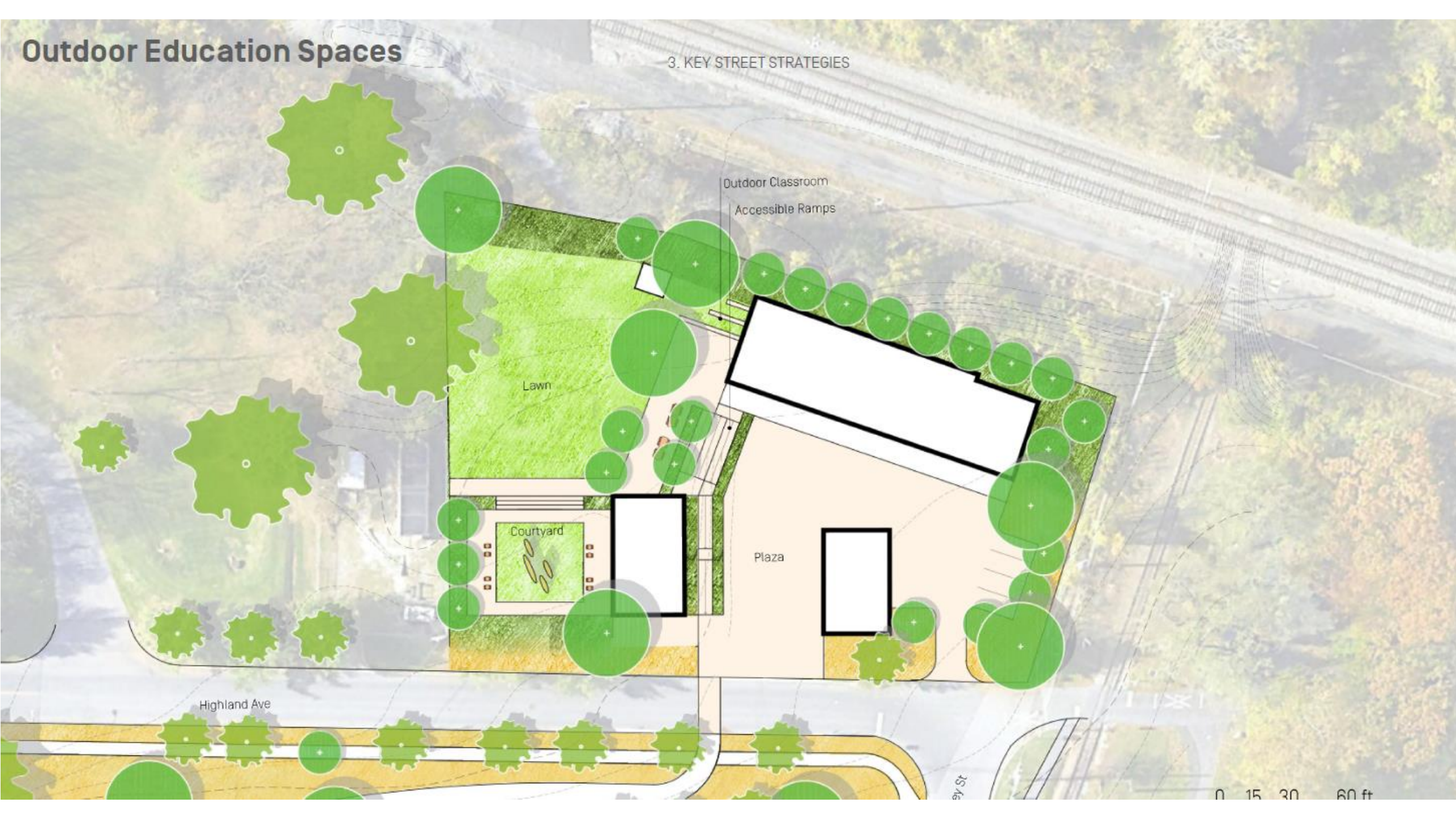


Find Relaxation and Encourage Exercise

New, accessible paths invite visitors to slow down and fully experience the beauty of the landscape and the many treasures within the Museum. Pedestrians can leave their cars behind and move seamlessly between Key Street and the Museum. A "pearl necklace" of gardens and pathways weaves together moments of pause, creating spaces to enjoy sweeping views across the lake and encounter wildlife, including birds, butterflies, and other pollinators.

Outdoor Education Spaces

3. KEY STREET STRATEGIES







Small towns rarely
have such a gem.
The permanent
collection is in depth
and covers a multitude
of genres.
Paintings, glass,
ceramic, and bronze
....if you love art, you
will be sorry if you are
in the area and miss
this treasure!

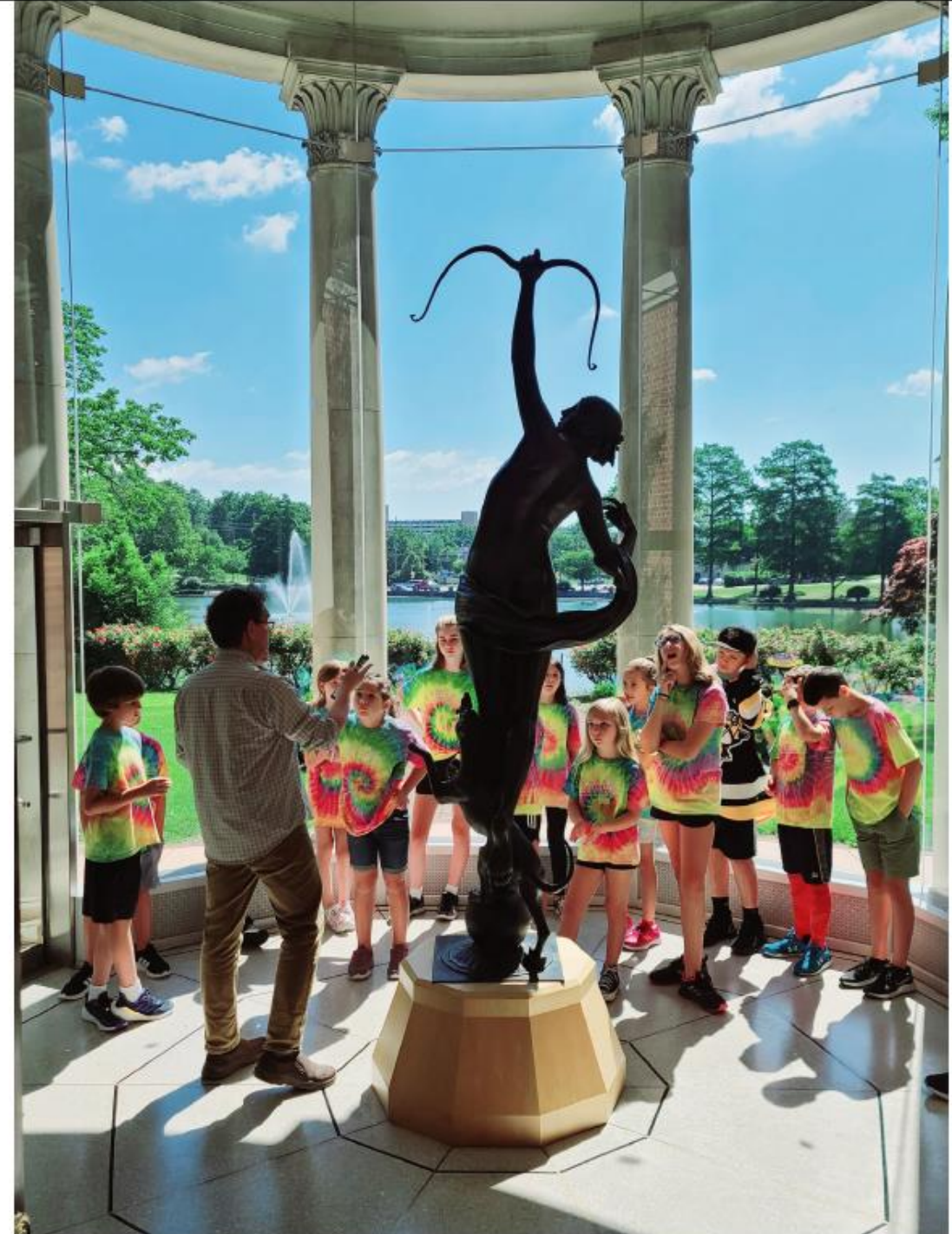


Museums are...
Community resources



We are here for everyone: from children to scholars

Everyone feels welcome and leaves enriched.



THANK YOU

The arts are the opposite of a diversion from reality; they might just be the most realistic glimpse we ever get into the nature and meaning of life. And if you make time for consuming and producing art—the same way you make time for work and exercise and family commitments—you'll find your life getting fuller and happier.

Arthur C. Brooks



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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

July_22__2025_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
REGULAR SESSION
(16TH VOTING SESSION)
JULY 22, 2025
AGENDA**

Vision Statement:

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

Mission Statement:

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

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

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective December 17, 2024*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, August 5, 2025 - Work Session at 4:00 p.m.
 - 2. Tuesday, August 12, 2025 – Work Session at 4:00 p.m.
 - 3. Tuesday, August 19, 2025 – Work Session at 4:00 p.m.
 - 4. Tuesday, August 26, 2025 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

Ethics Commission
Historic District Commission

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

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

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, July 22, 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

May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025, and May 27, 2025
June 3, 2025, June 10, 2025, and June 17, 2025

VIII. CONSENT AGENDA

A. City Clerk:

1. Granicus Meeting Management Subscription Renewal for Year 2 of 3 – Granicus (Denver, CO)
\$ 25,310.24

B. Engineering:

1. Burnap Parking Lot Improvements (City Park) – Patton Construction Company (Lanham, MD)
\$ 500,000.00
2. FY26 Pavement Preservation Contract – Craig Paving (Hagerstown, MD) \$ 1,500,000.00

C. Fire:

1. Mercedes Kraken Exo Fire Hose for Engine 2 – Witmer Public Safety Group (Coatesville, PA)
\$ 33,235.92

D. Human Resources:

1. Local Government Insurance Trust (LGIT) Liability and Property Insurance – LGIT (Hanover, MD)
\$ 918,045.00

E. Information Technology:

1. Annual Renewal for MUNIS DB Support/Software Licensing/Module – Tyler Technologies (Dallas, TX)
\$ 318,334.12
2. Intellitime Annual Software and Maintenance Renewal – Intellitime Systems Corporation (Santa Ana, CA) \$ 76,979.65
3. Annual ESRI GIS Software Renewal – ESRI, Inc. (Redlands, CA) \$ 39,700.00
4. Ninja RMM Renewal – Software House International (Piscataway, NJ) \$ 14,075.00
5. Glessner Annual Maintenance/Pre-Paid Labor Renewal – Glessner Technologies (Hagerstown, MD)
\$ 26,748.00

F. Public Works:

1. Maintenance Agreement: Janitorial Services at Multiple Locations - Ragland Cleaning Services (Hagerstown, MD) \$ 52,780.00

Consent Items continued on Page 3

G. Utilities:

1. Water: Breaker Reconditioning at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) \$28,500.00
2. Water: MCC Maintenance at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) \$ 45,750.00
3. Water: Ford F-150 to replace Unit # 200 – Hertrich Fleet Services, Inc. (Milford, DE) \$ 46,076.00
4. Water: Ford F-150 to replace Unit #203 – Hertrich Fleet Services, Inc. (Milford, DE) \$ 46,076.00
5. Wastewater: Pelletizer Engineering Services - Black and Veatch Corp. (Gaithersburg, MD) \$ 380,655.00
6. Water/Wastewater: Miscellaneous Engineering Services – Black and Veatch Corp. (Gaithersburg, MD) \$ 250,000.00
7. Wastewater: FY26 Pelletizer Facility Asset Management Fee – New England Fertilizer Company (North Quincey, MA) \$ 107,925.78
8. Wastewater: Scrubber Chemicals for Odor Control System – Source Technologies (Lexington, KY) \$ 28,800.00

IX. UNFINISHED BUSINESS

No Unfinished Business

X. NEW BUSINESS

- A. Approval of a Resolution: Parking Lease for Department Juvenile Services
- B. Approval of a Resolution: Operating Agreement with Hagerstown Ice Amateur Athletic Association (HIAAA)
- C. Approval of a Resolution: Electric Vehicle Institute (EVI) Charging Services Agreement
- D. Approval of a Resolution: Approval of the State of Maryland MEDAAF Conditional Loan for NewCold
- E. Approval of a Resolution: Revised Subrecipient Agreement for MainStreet Start-up Grant Program
- F. Approval of a Resolution: CDBG Five-Year Consolidated Plan and FY26 Annual Action Plan
- G. Approval of a Resolution: Monthly Speed Camera Contract
- H. Approval of a Resolution: Monthly Speed Camera Collections Services
- I. Approval of Annual Bay Restoration Fund Grant Application
- J. Approval to Accept Warrant Apprehension Program Grant
- K. Approval to Accept Maryland Criminal Intelligence Network Grant

XI. GENERAL CITIZEN COMMENTS

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

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, July 22, 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.

XII. CITY ADMINISTRATOR COMMENTS

XIII. MAYOR & COUNCIL COMMENTS

XIV. ADJOURN

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

Topic:

10-Year Downtown Plan Update - *Doug Reaser, Economic Development Manager and Christopher Lankenau with Urban Partners (remotely)*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

071525_WS_10-Year_Plan_Update.pdf

Description

10- Year Downtown Plan
Update



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: July 8, 2025

RE: 10-Year Downtown Plan Update

At the July 15, 2025 Work Session, staff will be joined virtually by consultants Urban Partners and MKSK who are working on the 10-Year Downtown Plan. The update will review actions to date, including community engagement and how to provide feedback and interaction with mydowntownhagerstown.com, and next steps in the process for the plan.

c: Jill Thompson, Director of Planning & Economic Development
Brittany Arizmendi, Director of Community Engagement
Stephen Bockmiller, Deputy Director for Planning and Zoning Administration
Emily Conrad, Economic Development Coordinator
Kristian Brochure, Planner

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

Topic:

State of Maryland MEDAAF Conditional Loan for NewCold - *Doug Reaser, Economic Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

071525_WS_MEDAAF.pdf

Description

Review of Resolution to
Approval of State of
Maryland MEDAAF
conditional loan - NewCold.



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: July 8, 2025

RE: Review of Resolution to Approval of State of Maryland MEDAAF conditional loan - NewCold

At the July 15, 2025 Work Session, staff will review a request to approve a resolution to support the Maryland Economic Assistance Authority Fund (MEDAAF), also referred to as the Advantage Maryland loan for NewCold.

The State of Maryland Department of Commerce under the Maryland Economic Development Assistance Authority Fund, has agreed to conditionally loan NewCold Reading LLC., or an entity acceptable to the Department to the amount of \$1,000,000 from the Maryland Economic Development Assistance Authority Fund (MEDAAF).

Staff is seeking approval of a resolution to accept the State of Maryland's MEDAAF conditional loan funding and flow from the State directly to the Company. The MEDAAF Loan proceeds will be used by the Company to build a facility at the former Review and Herald site located at 45 W Oak Ridge, Hagerstown, Washington County, where the Company will operate a cold storage distribution center. Total costs associated with the Project are estimated to be at least \$275,000,000 for construction of the facility, improvements, and machinery and equipment. The company intends to create approximately 125 new permanent full-time employees at the Project Site by December 31, 2027.

The program generally requires a 10% match from the local jurisdiction the business will be operating in and be a party to a conditional loan. However, Maryland Commerce is recognizing the 3/25/2025 Approval of Wastewater Deduct Meter exemption of service charges provided by the City as the matching portion for the project.

There will be no financial commitment needed from the City and the City will not be a party of the conditional loan between the State and New Cold.

Attachments: Draft Resolution, Draft Motion

c: Jill Thompson, Director of Planning & Economic Development
Michelle Hepburn, Chief Financial Officer

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION SUPPORTING THE NEWCOLD READING, LLC WAREHOUSING AND
DISTRIBUTION PROJECT AND ASSOCIATED MEDAAF LOAN FROM THE MARYLAND
DEPARTMENT OF COMMERCE**

RECITALS

WHEREAS, NewCold Reading, LLC plans to construct a 400,000 square foot warehouse facility for its cold storage and distribution at 45 West Oak Ridge Drive in Hagerstown; and

WHEREAS, the Maryland Department of Commerce proposes to make a \$1,000,000.00 conditional loan to NewCold Reading, LLC for eligible project costs; and

WHEREAS, this loan is subject to approval of the City, to be evidenced by a resolution in support of the project and the loan; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to support this project and this loan;

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 supports this project and this loan.

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 B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

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

DATE: July 22, 2025

**TOPIC: Approval of a Resolution: Approval of State of Maryland MEDAAF
Conditional Loan – NewCold Reading LLC**

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 local support of the Maryland Economic Assistance Authority Fund, or Advantage Maryland, between the State of Maryland Department of Commerce and NewCold Reading LLC.

NewCold Reading LLC plans to operate a cold storage warehouse facility located at 45 W Oak Ridge, Hagerstown, MD and invest at least \$275,000,000 and create approximately 125 full-time jobs.

No city funding is necessary for the execution of the conditional loan between the State of Maryland and NewCold Reading LLC.

DATE OF INTRODUCTION:	07/22/2025
DATE OF PASSAGE:	07/22/2025
EFFECTIVE DATE:	07/22/2025

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

Topic:

Community Development Block Grant (CDBG) Five-Year Consolidated Plan and FY26 Annual Action Plan – *Margi Joe, Community Development Manager and Rachel Paul, Planning and Outreach Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

071525_WS_Packet_Con_Plan_Approval.pdf

Description

FY26 CDBG Memo,
Activities, Draft Motion &
Resolution



To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Rachel Paul, Planning and Outreach Coordinator

Date: July 11, 2025

RE: **Approval of the FY2026-2030 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Five-Year Consolidated Plan and FY26 CDBG and HOME Annual Action Plan**

Staff will attend the July 15, 2025 Work Session to request Mayor & City Council approval of the FY 2026-2030 Five-Year Consolidated Plan and FY26 Annual Action Plan, in order to receive the City's annual entitlement of federal CDBG and HOME funds.

The Consolidated Plan and Annual Action Plan are scheduled for approval during the July 22, 2025 Regular Session. Once approved, staff will immediately submit the plan to HUD which will allow FY26 expenditures to begin retroactively to July 1, 2025. If necessary, changes to the Annual Action Plan may occur after this approval during the fiscal year through a routine plan amendment process.

Approval of FY26 Annual Action Plan to Receive CDBG and HOME Funds

The City of Hagerstown is an entitlement recipient of Federal CDBG funds from the United States Department of Housing and Urban Development (HUD). Each year, the City of Hagerstown is required to submit an Annual Action Plan to HUD and this plan serves as the City's application for CDBG funds. CDBG allocations were recently announced by HUD and Hagerstown's FY26 CDBG entitlement will be \$791,400. Combined with anticipated Program Income, funding summary is expected to be:

Revenue:

CDBG FY2026 Entitlement	\$791,400
CDBG Program Income (est.)	<u>\$75,000</u>
Total Revenue:	\$866,400

Expenses:

Total CDBG Allocated Expenses:	\$866,400
---------------------------------------	------------------

FY26 will also mark the first year that the City will participate in the HOME Investment Partnerships Program administered by HUD. This funding summary is anticipated as:

Revenue:

HOME FY2026 Entitlement	\$361,181.17
City of Hagerstown Match	<u>\$138,818.83</u>
Total Revenue:	\$500,000.00

Expenses:

Total HOME Allocated Expenses: \$500,000.00

Hagerstown's FY2026-2030 Consolidated Plan and FY26 Annual Action Plan concentrate funds on neighborhood-based projects and programs. Federally-funded grant programs for low/moderate income homeowner home repairs will be provided by DHCD and community partners. Proposed Public Facility projects will be carried out in cooperation with the Departments of Parks and Engineering. These projects include sidewalk accessibility ramp construction, improvements to deteriorating alleyways, and improvements to City parks. The FY26 Annual Action Plan also proposes support for local public service providers. An excerpt from the Annual Action Plan listing all FY26 CDBG and HOME Action Plan activities is attached.

FY26 CDBG Public Service Agency Contributions

To foster transparency and strengthen Community Development programming, the CDBG Citizen Advisory Committee assists staff with review of all requests for CDBG Public Service funding. City-wide Public Service agencies submit applications requesting CDBG funding and after assessment by the advisory committee and City staff, application rankings are presented to the Mayor & City Council for review.

The CDBG Citizen Advisory Committee has met and provided insight on all CDBG Public Service funding requests for FY26. The committee's recommendations were presented to Mayor and City Council in April, and a spreadsheet indicating the recommended funding scenario is attached.

Per CDBG regulations, Public Service funding is limited by a regulatory cap that is 15% of the combined FY26 Entitlement amount and the FY25 projected Program Income amount: $15\% \times (\$791,400 + 75,000) = \$129,960$. This number is estimated and fluid as FY25 Program Income is not determined until the end of the fiscal year and the cap amount is subject to Finance recommendation during budget build. This year's cap is conservatively set at \$128,000.

Attachments: FY26 Annual Action Plan Activities (CDBG and HOME)
CDBG Public Service Agency Funding Spreadsheet
Draft Motion and Resolution for Consolidated Plan Approval

- c. Amanda Gregg, Chief Housing & Community Development Officer
Michelle Hepburn, Chief Financial Officer



FY 2026 CDBG AND HOME ANNUAL ACTION PLAN ACTIVITIES

The City of Hagerstown FY 2026 Annual Action Plan allocates CDBG and HOME funding as follows:

Activity Number	Activity Name	Activity Description	FY 2026 Funds Toward Activity
CD-26-01	City Accessibility Ramp Construction	Funding will be utilized to undertake the installation of ADA accessible curb ramps at various intersections throughout the City.	\$ 125,000
CD-26-02	Alleyway Rehabilitation	Funding will be utilized to repair and rehabilitate deteriorating frequently-used alleyways within the City.	\$ 100,000
CD-26-03	Wheaton Park Tennis Courts	Funding will be utilized to resurface worn tennis courts in Wheaton Park.	\$ 25,000

CD-26-04	Skate Park Sidewalks and Steps	Funding will be utilized to create additional sidewalk space and stairways for pedestrian safety.	\$ 40,000
CD-26-05	City Park Tennis/Pickleball Courts	Funding will be utilized to resurface worn tennis courts and convert one into a pickleball court.	\$ 30,000
CD-26-06	Code Administration	Funding will be utilized to support the administrative costs associated with a code inspector. This activity focuses on nuisance conditions and vacant structures in the core of the city with all areas of inspection being located in low-to-moderate income census tracts.	\$ 35,000
CD-26-07	Residential Single Family Emergency Repair Program	Funding will be utilized to support a program that provides emergency repair grants to low-to-moderate income homeowners for various residential rehabilitative actions.	\$ 64,849
CD-26-08	Single Family Rehabilitation Administration	Funding will be utilized to support administrative expenses incurred for employee costs associated with single family rehabilitation (rehab projects utilizing CDBG or Maryland DHCD funding).	\$100,000

CD-26-09	Habitat for Humanity Brush with Kindness Program	Funding will be utilized to support a program that provides residential rehabilitation assistance to low-to-moderate income homeowners.	\$ 20,000
CD-26-10	Commission on Aging Home Repair Grants	Funding will be utilized to support a program that provides residential rehabilitation assistance to senior citizen homeowners.	\$ 20,000
CD-26-11	Public Service: Micah's Backpack (HARC)	Funding will be utilized to support a program that addresses food insecurity among low-to-moderate income area schoolchildren.	\$ 14,800
CD-26-12	Public Service: Girls' Inc. Kids Cafe	Funding will be utilized to support a program that provides healthy after-school snacks/meals to low-to-moderate income youth.	\$ 11,800
CD-26-13	Public Service: Horizon Goodwill Breakfast Outreach & Homeless Resource Center	Funding will be utilized to provide breakfast to homeless individuals and connect them with resources administered by other local non-profit organizations.	\$ 9,800
CD-26-14	Public Service: Literacy Council	Funding will be utilized to support a program providing adults free English language services to improve literacy skills, whether English is a first or subsequent language.	\$ 5,800

CD-26-15	Public Service: REACH Bridge to Change Program	Funding will be utilized to support a program that provides workforce training and case management to homeless individuals.	\$ 19,800
CD-26-16	Public Service: Hauling for Hope	Funding will be utilized to address food insecurity among senior citizens in the City through a monthly food delivery and financial literacy program.	\$ 11,800
CD-26-17	Public Service: TruNorth Company	Funding will be utilized to support a program providing no-cost transportation to resources/services for unhoused persons, ex-offenders, and persons in recovery in the City of Hagerstown.	\$ 19,800
CD-26-18	Public Service: United Way of Washington County	Funding will be utilized to support a program providing no-cost transportation for income-qualified City residents to attend work, healthcare, education, etc.	\$14,800
CD-26-19	Public Service: Community Free Clinic	Funding will be utilized to support a program providing no-cost healthcare to the medically uninsured for physical and mental health services.	\$9,800

CD-26-20	Public Service: Cibus Mission	Funding will be utilized to support a program to equip underserved youth with life skills in sustainable agriculture in small areas and bike repair, and providing youth mentoring.	\$9,800
CD-26-21	General Program Administration	Funding will be utilized to support employee and operating costs associated with the general administration of the CDBG program.	\$168,551

HO-26-01	CHDO Set-Aside	Fifteen percent of HOME funding is required to be set aside as grant or loan funding for non-profit Community Housing Development Organizations who then allocate funds to HOME-eligible programs under their administration.	\$75,000
HO-26-02	Homeowner Acquisition, Rehabilitation & Resale	Funding will be utilized for a program that acquires residential properties, rehabilitates them fully to meet local code standards, and then places them for sale to income-qualified homebuyers.	\$275,000

HO-26-03	Residential Single-Family Rehabilitation	Funding will be utilized to support a program that provides repair grants to income-qualified homeowners for various residential rehabilitative actions to bring properties to current local code standards.	\$100,000
HO-26-04	HOME Program Administration	Funding will be utilized to support employee and operating costs associated with the general administration of the HOME program.	\$50,000

Recommended FY2026 CDBG Public Service Grant Funding

Organization	Project Name	Project Description	Requested Amount	Project Previously Funded by CDBG Grant?	Recommended Funding Amount	Average Score	Ranking	Committee Notes
Hagerstown Area Religious Council (HARC)	Micah's Backpack	Each week, provides a bag with weekend meals and snacks to students identified as at risk of food insecurity	\$20,000.00	Yes	\$ 14,800.00	46.80	1	
Girls Incorporated of Washington County	Kids Café	Providing healthy snacks followed by a hot nutritional dinner during the school year to at-risk girls ages 6-18	\$12,500.00	Yes	\$ 11,800.00	46.70	2	
Horizon Goodwill Industries	Breakfast Outreach and Homeless Resource Center	Provides a hot breakfast 3x a week to homeless individuals. Other orgs are present to provide other needed assistance	\$25,000.00	Yes	\$ 9,800.00	46.50	3	
Literacy Council	Tutors Needed	Provides adults 18+ with free basic education and English language services, whether English is primary or second language	\$6,000.00	Yes	\$ 5,800.00	45.80	4	
REACH (Religious Effort to Assist and Care for the Homeless)	Bridge to Change	Program provides employment and soft workforce skills to homeless clients who are ready for change	\$27,200.00	Yes	\$ 19,800.00	44.00	5	
America's Hauling for Hope	Helping Hands Senior Outreach	Provides a monthly food order to income-qualified seniors, which are fulfilled and delivered free of charge	\$30,000.00	Yes	\$ 11,800.00	43.30	6	
TruNorth Company	Hagerstown Area Recovery Transportation	Program will provide no-cost transportation to resources/services for unhoused persons, ex-offenders, and persons in recovery in the City of Hagerstown	\$35,000.00	No	\$ 19,800.00	42.50	7	
United Way of Washington County	Ride United Network - Transportation Solution	Program provides no-cost transportation service for income-qualified City residents to attend work, healthcare, education, etc.	\$74,400.00	No	\$ 14,800.00	40.00	8	
Community Free Clinic	Healthy Equity	Program serves the medically uninsured population with physical and mental health services	\$50,000.00	Yes	\$ 9,800.00	40.50	9	
Cibus Mission	Youth Urban Farm & Fix-It-Keep-It Bike Repair Program	Program equips underserved youth with life skills in sustainable agriculture & bike repair, and provides youth mentoring	\$24,520.00	No	\$ 9,800.00	36.70	10	
			\$304,620.00		\$ 128,000.00	Available CDBG Public Service Grant Funding		

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **RESOLUTION: Approval of the City FY2026-2030 Five-Year Consolidated Plan and City FY2026 CDBG and HOME Annual Action Plan**

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

MOTION: I hereby move for adoption of a Resolution approving the City FY2026-2030 Five-Year Consolidated Plan and City FY2026 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships program, authorizing the Mayor to file an application for financial assistance with the U.S. Department of Housing & Urban Development in the amount of \$791,400.00 and \$361,181.17 respectively, and further authorizing the Mayor to execute all other documents relating to the City's CDBG and HOME programs for HUD Program Year 2025 (City FY2026).

DATE OF INTRODUCTION: 07/22/2025
DATE OF PASSAGE: 07/22/2025
EFFECTIVE DATE: 07/22/2025

**RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF HAGERSTOWN**

**APPROVAL OF THE FY 2026-2030 CONSOLIDATED PLAN,
AND THE FY 2025/2026 ANNUAL ACTION PLAN**

- WHEREAS,** under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities for activities which will benefit low- and moderate-income persons, or aid in the elimination or prevention of slums or urban blight or other urgent community development needs; and,
- WHEREAS,** the U.S. Department of Housing and Urban Development has advised the City that for FY2025/2026 it is eligible to receive an entitlement amount of \$791,400.00 for the CDBG Program and \$361,181.17 for the HOME program; and,
- WHEREAS,** in addition to the entitlement amount, the City anticipates that it will receive \$75,000.00 in program income; and,
- WHEREAS,** the City is required every five years to prepare a *Five-Year Consolidated Plan* for the Community Development Block Grant and HOME Investment Partnerships program; and,
- WHEREAS,** the Department of Housing and Community Development of the City of Hagerstown has prepared a *Five-Year Consolidated Plan* for FY 2026-2030 and an *Annual Action Plan* for FY 2025/2026 which assesses the City's community development needs, the City's economic development needs, and the housing needs of extremely low and low-income households, homeless families and individuals, and others with special needs; and,
- WHEREAS,** a draft of the City's FY 2026-2030 *Five Year Consolidated Plan* and FY2025/2026 *Annual Action Plan* has been on display since June 18, 2025 and the City has held Public Hearings on said Plans and the comments of various agencies, groups and citizens have been taken into consideration in the preparation of the final document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAGERSTOWN:

1. That the FY 2026-2030 *Five-Year Consolidated Plan* and FY2025/2026 *Annual Action Plan* with the inclusion and consideration of all citizens' comments is hereby in all respects approved;
2. That it is cognizant of the conditions that are imposed in the undertaking of community development activities with Federal financial assistance, including the requirements relating to: (a) the relocation of site occupants; and, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, sexual orientation or national origin and other assurances as set forth under the application's certifications;
3. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to file an application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available grants to carry out the CDBG Program in the amount of \$791,400.00 and the HOME Program in the amount of \$361,181.17;

4. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to provide such assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, and also any supplemental or revised data which the U. S. Department of Housing and Urban Development may request in connection with the review of the City's application; and,
5. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to execute the formal grant contract and other documents relating to the City's Community Development Block Grant Program and HOME Investment Partnerships Program City FY2025/2026.

CITY OF HAGERSTOWN, MARYLAND

_____(SEAL)
William B. McIntire
Mayor

ATTEST:

City Clerk

Approved this _____ Day of July, 2025

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

Topic:

Requested Extension of Timeline and Scope of Service for Hagerstown Development Partnership (HNDP) FY24 CDBG Subrecipient Agreement - *Margi Joe, Community Development Manager and Rachel Paul, Planning and Outreach Coordinator*

Mayor and City Council Action Required:

Review and vote for approval at 7/22/25 Regular Session

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

071525_WS_Packet_HNDP_Ext_Request.docx.pdf

Description

HNDP Memo, Draft Motion, Amendment, Original Agreement



To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Rachel Paul, Planning and Outreach Coordinator

Date: July 11, 2025

RE: Requested Extension of Timeline and Scope of Service for HNBP FY2024 CDBG Subrecipient Agreement

Staff will attend the July 15, 2025 Work Session to review recommended amendments to the FY2024 Subrecipient Agreement for the Hagerstown Neighborhood Development Partnership, Inc.

HNBP has submitted a formal request to extend the timeline for their program through December 31, 2025. Additionally, they are requesting a modification to their Scope of Services to allow an increase in CDBG grant assistance—up to \$5,000 per first-time homebuyer purchasing a home within the City of Hagerstown. Currently, HNBP has \$28,000 in available funding for this program. Staff is seeking approval of the proposed amendments at the July 22, 2025 Regular Session.

Background

Due to a period of staffing turnover and vacancies within HNBP, administration of their down payment and closing cost assistance program slowed considerably and funding was not able to be utilized in a timely fashion. The organization has returned to consistent operation with full staff and is prepared to expend all funding before the end of the year.

Staff will be available to address any questions or concerns on recommended actions described above.

Attached: Draft Motion

Proposed Addendum to Subrecipient Agreement
Original Subrecipient Agreement

c. Amanda Gregg, Chief Housing & Community Development Officer
Michelle Hepburn, Chief Financial Officer

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: Amendment to Hagerstown Neighborhood Development Partnership, Inc.
(HNDP) FY2024 Subrecipient Agreement

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

MOTION: I hereby move for the Mayor and City Council to approve the amendments to the FY24 HNDP Subrecipient Agreement for the following actions:

- Extension of the time of performance to December 31, 2025
- Modification to Paragraph (d) of the Scope of Service to allow individual grant amounts up to \$5000 per first-time homebuyer purchasing a home in the City of Hagerstown. Funds will be used for down payment and closing cost assistance.

Details of the amendments are attached.

DATE OF INTRODUCTION: 07/22/2025
DATE OF PASSAGE: 07/22/2025
EFFECTIVE DATE: 07/22/2025

Addendum to Subrecipient Agreement
by and between
The City of Hagerstown, Department of Housing & Community Development
and
Hagerstown Neighborhood Development Partnership, Inc.
Program Year July 1, 2023 through June 30, 2024

This addendum modifies the “Time of Performance” Section 3 (page 3) for the FY 2024 Community Development Block Grant Subrecipient Agreement between the City of Hagerstown and Hagerstown Neighborhood Development Inc. The Time of Performance for the Hagerstown Neighborhood Development Partnership (HNDP) FY 2024 “Down Payment and Closing Cost Assistance Program” will be extended until **December 31, 2025**.

This addendum also modifies Paragraph (d) of the “Scope of Service” section 1 (page 2) to permit HNDP to provide **up to \$5,000** in CDBG grant funds to assist six or more low-to-moderate income first-time home buyers with purchasing a home in the City of Hagerstown. Funds will be used to assist with down payment and closing costs.

At the time of the signing of this addendum, the HNDP will have \$28,000.00 available to expend through this extended time of performance. All other terms and conditions of the Subrecipient Agreement will remain in effect.

APPROVED:

By: _____	_____
William B. McIntire	Date
Mayor	
City of Hagerstown	

By: _____	_____
Jorge Menchu	Date
Executive Director	
HNDP/Hagerstown Home Store	

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND THE
HAGERSTOWN NEIGHBORHOOD DEVELOPMENT PARTNERSHIP, INC.**

This Agreement is entered into as of July 3, 2023 by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, acting by and through the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT (herein called the "CITY"), and the **Hagerstown Neighborhood Development Partnership, Inc.** ("herein called the "SUBRECIPIENT").

WHEREAS, Congress in passing the Housing and Community Development Act of 1974, as amended, has placed an emphasis on the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income and has developed a system of block grants to aid in such purposes; and

WHEREAS, the CITY has applied for and received such a block grant, desires to conduct a program to encourage stable neighborhoods within the City by providing funds **to assist first-time low-and-moderate income homebuyers with the purchase of a home**; and

WHEREAS, the SUBRECIPIENT is a private non-profit corporation incorporated in the State of Maryland whose mission is to **improve community life in Hagerstown and Washington County, Maryland by opening doors to home ownership and by promoting fair and equal housing opportunities for all individuals**; and

WHEREAS, the SUBRECIPIENT has been selected by the CITY to receive CDBG funds and administer the **Hagerstown Neighborhood Development Partnership (HNDP) Down Payment and Closing Cost Assistance Program** (hereinafter referred to as the "Program") **to provide down payment and closing cost assistance to low- and moderate-income homebuyers purchasing homes in the City**; and

WHEREAS, **the SUBRECIPIENT is a Department of Housing and Urban Development (HUD) certified housing counseling agency** and the services provided by the SUBRECIPIENT are consistent with the Community Development Block Grant Program (hereinafter referred to as "CDBG") Eligible Activity of "Homeownership Assistance"; and

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

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

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

1. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a CDBG-funded **Down Payment and Closing Cost Assistance Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing CDBG funds. Such program shall include the following activities eligible under the CDBG Program:

- a. Promote the down payment assistance program to potential homebuyers, realtors and lenders.
- b. Identify potential qualified clients, through the housing counseling process. Collect and maintain data on household income in order to determine a client's eligibility for assistance under the Program.
- c. For purposes of the CDBG Program national objective of low- and moderate-income households, 24 CFR Part 5 definition of annual income shall be used to ensure the eligibility of each client. The documents to support eligibility shall include but are not limited to pay stubs for three consecutive months; two most recent bank statements; and award letter for any other source of income (i.e., Social Security, child support, etc.)
- d. Provide up to \$3,500 in CDBG grant funds to assist ten (10) low- and moderate income first-time home buyers with purchasing a home in the City of Hagerstown. Funds will be used to assist with down payment and closing costs.
- e. Verify Community Partners Incentive Program (CPIP) application data for accuracy and completeness, performing general underwriting tasks.
- f. Assist clients with the CPIP and CDA/Maryland Mortgage Program application process.
- g. Communicate with client's lender and realtor, conveying program requirements and timetable.
- h. Execute loan documents with client; issue checks and submit with loan documents to closing company.
- i. Upon loan closing, record CPIP mortgage instruments with the local Land Records office.

2. NATIONAL OBJECTIVE

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; or aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208

The CITY has determined that the Program carried out under this Agreement will meet the **Benefit Low-and-Moderate Income Persons** national objective.

3. TIME OF PERFORMANCE

The time of performance shall be 12-months beginning on the 1st day of July, 2023 and ending on 30th day of June, 2024. Said time of performance may be extended in writing by the City upon request from the Subrecipient by May 1, 2024. Said extension is to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

4. BUDGET

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **\$28,000.00** in CDBG funds for eligible incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Funding under this Agreement shall cover the Program costs.

<i>PROGRAM BUDGET LINE ITEM</i>	<i>BUDGETED AMOUNT</i>
Salaries	\$500
Fringe	\$0
Office Space	\$0
Utilities	\$0
Communications	\$0
Printing	\$0
Supplies and Materials	\$0
Mileage	\$0
Audit	\$0
Other (Specify: Down Payment and Closing Cost Assistance)	\$27,500
TOTAL CDBG	\$28,000

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by the City or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

The City may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information 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 CDBG contract and then approved in writing by the City.

PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed **\$28,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 4 herein and in accordance with performance.

Expenses for general administration 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.

Reimbursement request must be mailed to: Margi Joe, Community Development Manager, Community Development Department, 14 N Potomac Street – Suite 200a, Hagerstown, Maryland, 21740. Payments shall be made within **ten (10)** business days.

5. PERFORMANCE MONITORING

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

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

6. NOTICES

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

Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY

Margi Joe
Community Development Manager
City of Hagerstown

14 N. Potomac Street
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-739-8577 ext. 134

Fax Number: 301-739-3117

SUBRECIPIENT

Carly Ferguson
Executive Director
HNDP, Inc.

21 E. Franklin Street
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-797-0900

Fax Number: 301-797-2991

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

F. Funding Source Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective of improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 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 each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of four years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City monitors or their designees, HUD or other authorized representatives for review upon request.

4. Disclosure

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

5. Closeouts

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

6. Audits and Inspections

If Subrecipient expends \$750,000 or more in a year in Federal awards, the Subrecipient shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507.

Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

1. Federal Grant Title: Community Development Block Grant
2. Catalog of Federal Domestic Assistance Number (CFDA): 14.218
3. Federal and/or State Identification Numbers:
B-21-MC-24-0010
B-22-MC-24-0010

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

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

C. Reporting

1. Program Income

The Subrecipient will report annually all program income [as defined at 24 CFR 570.500(a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Progress Reports

At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data and information as

HUD 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 narrative of program activities, a description of the services provided, number of clients that have applied for, participated in or benefited from the services and relevant characteristics of the client population (age, gender, income, race, ethnicity and gender of single-headed households), performance standard outcomes, equal employment opportunity reports, applicable MBE/WBE requirements and applicable reporting forms attached hereto as **Appendix C, Part I** and incorporated herein by reference.

Said quarterly reports shall be submitted in a timely fashion (within 15 days of the end of each calendar quarter) and subject to the approval of the City prior to reimbursement of Subrecipient as set forth hereinabove. The City and Subrecipient reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall request written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years

after the contract between Subrecipient and the CITY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinance, resolutions and policies concerning the displacement of persons from their residences.

10. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with **local and state civil rights ordinances** and with Title VI of the Civil Rights Act of 1964 as amended, and Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the American and Disabilities Act of 1990, the Age Discrimination act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulation and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

B. Section 3 of the Housing and Community Development Act of 1968
Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and the City issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and the City issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those

sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

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

2. Conflict of Interest

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

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

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

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

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

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or

otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

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

11. LEAD-BASED PAINT

The Subrecipient agrees that any acquisition, construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applies to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

12. 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.

13. PERFORMANCE WAIVER

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

14. ENTIRE AGREEMENT

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

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

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

By: Margi Jones
Title: Community Development Manager
Date: 7-3-23

HAGERSTOWN NEIGHBORHOOD
DEVELOPMENT PARTNERSHIP

By: Carly Stinson
Title: Executive Director
Date: 7/5/2023

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

Topic:

Municipal Infractions Fee Schedule - Maryland State Law Changes – *Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Municipal_Infractions_Memo_Packet_7.10.25.pdf

Description

Municipal Infractions (Fines)
- State Law Changes



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

Telephone: 301-739-8577, ext. 103 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Paul W. Fulk, Neighborhood Services Manager *R*

DATE: July 10, 2025

SUBJECT: Municipal Infractions (Fines) - State Law Changes

Staff from the Department of Housing & Community Development will be present at the July 15th Mayor and City Council meeting to discuss recent changes to Maryland Law regarding municipal infraction civil citations.

The Maryland General Assembly approved Senate Bill 820 / House Bill 1506 with the Governor signing the passed legislation on May 13, 2025. The bill increased the maximum municipal infraction amount for civil offenses from \$1,000 to \$5,000 for each infraction. This change is effective October 1, 2025.

History

Maryland Law has had the maximum municipal infraction fine amount at \$1,000 since at least 1973. Maryland significantly restructured its laws through a comprehensive process of recodification that year. Prior to this date, Maryland Law was structured differently with numbered articles, which makes it difficult to pinpointing the relevant sections for maximum fine amounts.

Ordinances

City Code has several ordinances that list the maximum municipal infraction fine amounts at \$1,000, which was the maximum amount permitted by state law at the time the ordinance was passed. There are a number of ordinances with preset fine amounts less than \$1,000. With the recent change to Maryland Law, local jurisdictions have the ability to change the maximum fine amount in local ordinances.

Staff would recommend amending five ordinances under the control of the Department of Housing & Community Development. They are:

Chapter 64-8 – Property Maintenance Code
Chapter 185 – Nuisance Abatement (Weeds, Trash, and Debris)
Chapter 197 – Rental Facilities
Chapter 232 – Vacant Nonresidential Structures
Chapter 233 – Vacant Residential Structures

Proposed Options

Staff is providing two options for the elected body to consider for amending City Code. There are a couple of things to note before discussing the options. A notice of violation could include multiple code sections being violated. A property owner could receive multiple municipal infraction citations for failure to abate violations from one notice which is a fine for each code section not abated after a reasonable time to comply.

The options would not escalate by the number of codes cited on one notice. The escalation would increase after each offense. An offense would be a new notice of violation at the same premises under the same ownership or control. Or a continuation of an open notice with no action taken after municipal infraction citations are issued and heard by the court at the same premises under the same ownership or control.

Option 1 – Escalating Fine Schedule

An escalating fine schedule would be similar to other state agencies such as Maryland Department of Natural Resources (DNR) and Maryland Motor Vehicle Administration (MVA). The fine amounts with these organizations increase with each offense at a set rate. For example, DNR increases the fine amounts for fishing violations with the first offense being a set amount, the second offense within a two-year period is higher preset amount, and a third or subsequent offense within a four-year period is another higher preset amount.

If the elected body went with this option, staff would recommend the following escalating fine schedule:

- \$250 - 1st offense
- \$500 - 2nd offense within two-year period
- \$1,000 - 3rd offense within two-year period
- \$2,500 - 4th offense within two-year period
- \$5,000 - 5th and subsequent offense within two-year period

The two-year period would reset once the same premises under the same ownership or control did not have any municipal infraction citations issued for two years. A change in ownership would also reset the two-year period.

Option 2 – Double Fine Escalation

There are other jurisdictions outside Maryland having language doubling fine amounts after each offense but not exceeding the maximum fine amount within the state.

If the elected body went with this option, staff would recommend language as follows:

Any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of \$500. The fine for each subsequent violation at the same premises and under the same ownership or control within two-year period must double the amount of the penalty for the previous violation but may not exceed the maximum fine as established by Maryland Law.

Next Steps

Provide staff with direction on if or how to amend the ordinances listed in this memo to escalate the municipal infraction fine amounts.

Attachment

Exhibit #1 - Current City Code Sections – Violations and Penalties

C: City Attorney
Amanda Gregg, Chief Housing and Community Development Officer

Exhibit #1 – Current City Code Sections – Violations and Penalties

§64-8 Property Maintenance Code, Section 106.4 Penalty

Unless specifically punishable as a misdemeanor, any violation of this code shall be considered a municipal infraction and subject to the regulations as set forth in Chapter 1, General Provisions, Article III, Municipal Infractions, of the City Code. The maximum fines in dollars imposed shall be as follows:

(Fine amounts vary from \$100 - \$1,000 depending on code section)

§185-7 Nuisance Abatement – Violations and penalties

In addition to the penalties described herein, if any person allows a nuisance as defined in this chapter to exist, or shall fail to abate any said nuisance after proper notice, such person shall, upon conviction thereof, be guilty of municipal infraction and shall be fined in an amount not to exceed \$500 for each offense. A separate offense shall be deemed committed on each day during or on which said nuisance is permitted to exist.

§197-15 Rental Facilities – Violations and penalties

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

§232-10 Vacant Nonresidential Structures – Violations and penalties

In addition to the sanctions outlined in § 232-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to \$1,000. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

§233-10 Vacant Residential Structures – Violations and penalties

In addition to the sanctions outlined in § 233-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to \$500. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

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

Topic:

Renewal of Speed Camera Contracts - *Chief Paul "Joey" Kifer, and Officer Tim Culp*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Speed_Camera_Contract_Renewals.pdf

Description

Memos and Resolutions -
Speed Camera Contracts



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

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

Re: Renewal of Contract - Monthly Speed Camera Charges

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract with Altumint for the purpose of providing an automated speed enforcement system at a cost of \$3,499 per month for up to twelve (12) speed enforcement systems.



A Nationally Accredited Law Enforcement Agency



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, 
Chief of Police

Re: Renewal of Contract - Monthly Speed Camera Collections Services

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract to approve the execution and delivery of a contract with Altumint for the purpose of providing collections services relating to the City's Automated Speed Enforcement System.



A Nationally Accredited Law Enforcement Agency

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF AN AGREEMENT WITH
ALTUMINT, INC.
FOR THE PURPOSES OF
PROVIDING AN AUTOMATED
SPEED ENFORCEMENT SYSTEM**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 (“the Code”) authorizes the use of an automated speed enforcement monitoring system (“ASE System”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. (“Altumint”), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 (“Extension Agreement”);

WHEREAS, the City and Altumint were parties to Collections Agreement dated April 23, 2025 (“Collections Agreement”);

WHEREAS, the Agreement and Collections Agreement both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in accordance with Calvert County’s Procurement Process (“Calvert County/Altumint Agreement”);

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new ASE Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, the new ASE Agreement contains, among others, the following provisions: it is cost-neutral, meaning that it is completely paid for by the fees paid by the violators and can be terminated if the City determines that it is in the City’s best interests or if funds to operate the ASE System are no longer available or have been exhausted;

WHEREAS, attached hereto and incorporated herein is a new ASE Agreement between the City and Altumint for the continued operation and other support relating to the ASE System in the City.

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 ASE Agreement between the City and Altumint, a copy of which is attached hereto, and 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 B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 (“the City”) and Altumint, Inc. , a Maryland corporation, with its principal place of business located at 4600 Forbes Boulevard, Suite 203, Lanham, Maryland 20706 (the “Contractor”).

RECITALS

WHEREAS, in or about 2024, the Board of Commissioners of Calvert County, Maryland (“Calvert County”) issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM, with a due date of May 3, 2024; and

WHEREAS, after completing its formal purchasing process, on or about June 28, 2024, Calvert County awarded the contract for an automated speed enforcement system to Contractor and entered into a contract with Contractor for the provision of the services, a copy of which is attached hereto as Exhibit A (“Calvert County Contract”). The Calvert County Contract consists of the following documents: (1) Notice to Contractors Request for Proposal RFP Number – Purch 2024-049; (2) Price Proposal; (3) General Terms and Conditions; (4) Specifications; (5) Non-Collusion Certificate; (6) Anti-Bribery Affirmation and Affidavit of Qualification to Bid; (7) Questions and Answers/Clarification No. 1; (8) Questions and Answers/Clarification No. 2; (9) Addendum No. 1; (10) Contractor’s Technical Proposal ; and (11) Agreement between Calvert County and Contractor dated June 28, 2024; and

WHEREAS, the Calvert County Contract provides that Contractor will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system for the City; and

WHEREAS, Contractor has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about April 23, 2025, the City and the Contractor entered into an Extension of Agreement for speed camera enforcement, the terms of which the parties desire to terminate, contemporaneously with the effective date of this Agreement, except as to the remaining obligations set forth in Paragraph 17, below.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Recitals Incorporated. The above Recitals are incorporated into this Agreement as operative provisions hereof.

2. Services Provided. Contractor shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof, *below*.

Contractor agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

3. Fees. The City hereby agrees to pay Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the following sums:

FOR EACH AUTOMATED SPEED ENFORCEMENT

SYSTEM THAT IS IN OPERATION:

\$3,499.00 per month

For up to twelve (12) speed enforcement systems. **Until such time as all of the City's speed enforcement systems have been upgraded to the new system, fees shall remain at \$2800 per speed enforcement system.** Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Contractor shall also:

- Mail of up to three (3) notices per violation (including late notices):
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown, Maryland, 1 East Franklin Street, Hagerstown, Maryland 21740. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described in the Calvert County Contract .

4. Term. The term of this contract shall be for a period of one (1) year commencing at 12:00 a.m. June 1, 2025 ("the Effective Date") and terminating at 11:59 p.m. on May 31, 2026. At the option of either party, the term of this Agreement may be extended for up to three (3) additional one-year periods under the same terms and conditions set forth herein. If a party desires not to extend this Agreement, it shall so advise the other party not less than ninety (90) days prior to the end of the initial term of this Agreement or any subsequent term. Notwithstanding any other provisions of this Paragraph 4, the City shall have the right to terminate the Agreement if it determines that doing so is in the best interests of the City (as set forth in the Calvert County Contract) or if funds are no longer available or have been exhausted (as set forth in the Calvert County Contract.)

5. Contract Documents. The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

- (1) **All documents comprising the Calvert County Contract, Exhibit A hereto; and**
- (2) **Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto.**

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City's Chief of Police or his designee. Contractor represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced. Contractor further agrees to perform the Services in accordance with Maryland law, and that no late fees shall be assessed to any violators.

6. Conflict between documents. In the event of a conflict between this Contract and any of the Calvert County Contract documents, the terms of this Contract shall prevail.

7. Ethics. The person executing this Agreement on behalf of the Contractor certifies that he understands and shall abide by the provisions of the City Charter and the City's Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

8. Notices. This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or (c) by electronic mail or (d) by U.S. mail, postage prepaid, certified mail return receipt requested, addressed as follows, unless otherwise directed by a City or Contractor:

To the City: Scott A. Nicewarner
 City Administrator
 The City of Hagerstown
 One East Franklin Street
 Hagerstown, Maryland 21740
 snicewarner@Hagerstownmd.org
 FAX: 301/790-3424

With a copy to: Jason Morton
 SALVATORE & MORTON, LLC
 82 West Washington Street, Suite 100
 Hagerstown, Maryland 21740
 jmorton@salvatoremorton.com
 FAX: 301/797-6065

To Contractor: Altumint, Inc.
 Attn: Mr. Michael Phelan
 Manager of Strategic Accounts
 4600 Forbes Boulevard, Suite 203
 Lanham, MD 20706
 michael.phelan@altumint.com

9. Doing Business in Maryland. Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

10. Record Retention, Audits and Inspections. The Contractor shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Contractor shall permit the City to have access to any and records, including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

11. Insurance. Contractor shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

12. Liquidated damages. Contractor shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Contractor shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

12. Refunds. N/A.

13. Radar Maintenance. The Contractor shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the Contractor, and written documentation will be sent to the City. This laboratory will not change unless the City is notified in writing.

14. Warranties. Contractor represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

15. Severability. If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

16. Speed Camera Enforcement dated April 23, 2025. The parties agree that upon the Effective Date of this Agreement, the Extension of Agreement dated April 23, 2025 between the parties shall

be of no further force and effect; however, the City shall pay any fees due to Contractor due as of the Effective Date of this Agreement. In addition, the City shall receive any payments due to it under the Extension of Agreement as of the Effective Date.

17. Governing Law. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in Washington County, State of Maryland.

18. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

ATTEST:

ALTUMINT, INC.

BY:

Michael Phelan

Director of Strategic Accounts
Address:
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

ATTEST:

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY:

Name: William B. McIntire
Title: Mayor

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF A CONTRACT WITH
ALTUMINT, INC.
FOR THE PURPOSES OF
PROVIDING COLLECTIONS SERVICES
RELATING TO THE CITY'S
AUTOMATED SPEED ENFORCEMENT SYSTEM
AGREEMENT**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint are parties to Collections Contract dated April 23, 2025 ("Collections Contract");

WHEREAS, the Agreement and Collections Contract both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, attached hereto and incorporated herein is a Contract for Collection Services as to Delinquent Accounts between the City and Altumint. The Contract for Collection Services as to Delinquent Accounts is effective for a one-year period beginning on June 1, 2025 and ending on May 31, 2026, and shall terminate contemporaneously with the ASE Contract between the parties.

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 Contract for Collection Services as to Delinquent Accounts between the City and Altumint, a copy of which is attached hereto, and 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 B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQUENT ACCOUNTS**

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this _____ day of _____, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

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

I. COLLECTION SERVICES

- A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

- A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
- B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
- C. For payments received by either party as to any delinquent accounts:
- a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
 - b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

- A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.
- B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

IV. PROCEDURE AND REFUNDS

- A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.
- B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.
- C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

- A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

- A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.

CITY OF HAGERSTOWN, MARYLAND

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)