Mayor and Council Work Session August 5, 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 "In the calm of night, find the world wrapped in peace" ~ author unknown

3:00 PM WORK SESSION

- **3:00 PM** 1. Jonathan Hager House Visitor Center Renovation Project *Eric Deike, Public Works Director and Kay Osmer, Recreation Program Coordinator*
- **3:15 PM** 2. FY2026-2030 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Five-Year Consolidated Plan *Margi Joe, Community Development Manager and Rachel Paul Planning Outreach Coordinator*
- **3:30 PM** 3. Financial Incentive Agreement: Motherland Kitchen, LLC *Chris Siemerling, Economic Development Coordinator*

CITY ADMINISTRATOR'S COMMENTS
MAYOR AND COUNCIL COMMENTS
ADJOURN

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Mayor and City Council Action Required: Discussion: Financial Impact: Recommendation: Motion:
Financial Impact: Recommendation:
Recommendation:
Motion:
Action Dates:
ATTACHMENTS: File Name Description Jonathan Hager Jonathan_Hager_House_Visitor_Center_Renovation_Council_Packet.pdf House Visitor Center



CITY OF HAGERSTOWN, MARYLAND

Public Works Department www.hagerstownmd.org

TO:

Scott Nicewarner, City Administrator

FROM:

Eric B. Deike, Director of Public Works

Kay Osmer, Recreation Program Coordinator

DATE:

July 30, 2025

RE:

Jonathan Hager House Visitor Center Renovation

MAYOR AND COUNCIL ACTION REQUESTED

No action is requested of the Mayor and Council. This is an update of the project known as the Jonathan Hager House Visitor Center Renovation currently underway.

DISCUSSION

The City of Hagerstown has taken many steps to improve the visitor experience at the Jonathan Hager House Museum to renovate and update the outdated museum displays in City Park. Recreation Program Coordinator Kay Osmer has led this project since 2019 and will update the Mayor & Council on the various stages of this project. The Visitor Center Renovation Project is currently broken into three development phases. The project is currently in Phase I funded in part by the Appalachian Regional Commission and the City is pursuing funding to continue with Phase II.

Phase I consists of removing the existing displays, renovating the interior space including new flooring, lighting, and wall finishings. Phase II covers the fabrication and installation of new exhibits and digital displays. Work to remove and store the archaeological artifacts discovered on site that have been on display for decades has been completed. Staff has cleaned out the current museum space to make way for construction work to renovate the interior space this fall. The lower museum space is now closed to the public; however, the upper level of the building will remain open for visitors to see artifacts, purchase from the gift shop, and check in for tours.

If the project stays on track and appropriate funding is available, the plan is for the new Visitor Center to be reopened to the public by 2028-2029. Staff hope to continue with Phase III, as funding permits, to complete the new multimedia displays and add any digital displays and exhibits not funded during Phase II.

FINANCIAL IMPACT

The estimated cost for Phase I is \$200,000. A \$100,000 grant has been secured through the Appalachian Regional Commission (ARC) to cover the construction costs. The matching funds are General Fund dollars from the City used to cover the architectural fees, museum design fees, legal costs, and consultation fees to advise staff on the proper storage of the artifacts.

Public Works Department 51 West Memorial Blvd. Hagerstown, MD 21740 Ph: 301.739.8577 Ext. 178 Parks and Recreation Division 351 North Cleveland Ave. Hagerstown, MD 21740 Ext. 169 Parking Division 1 E. Franklin St. Hagerstown, MD 21740 Ext.479



CITY OF HAGERSTOWN, MARYLAND

Public Works Department www.hagerstownmd.org

Staff is currently working on securing an additional \$150,000 from ARC for Phase II. The quality of the display cabinets and displays are intended to be the very best.

Staff is already seeking funding for Phase III. No resource has been identified at this time.

RECOMMENDATION

There is no recommendation at this time. We thank the Mayor and Council for their support of this important project that helps preserve the history of Hagerstown and tell its story.

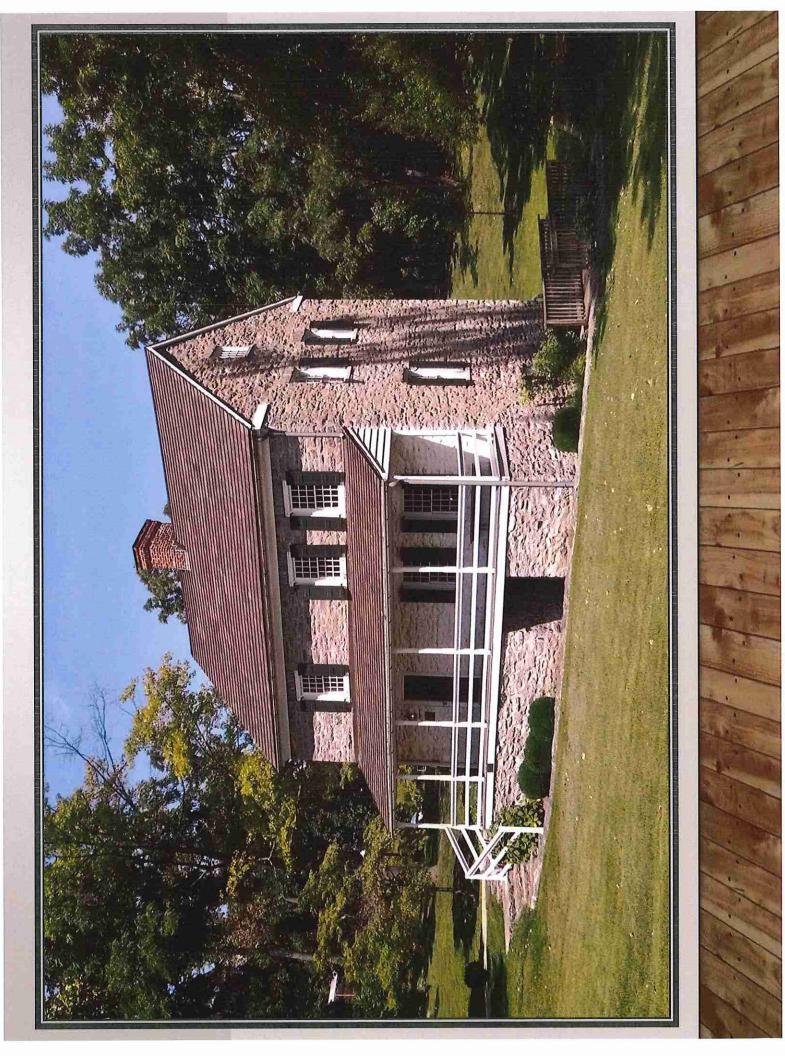
Att: Jonathan Hager House Visitor Center Renovation Slides

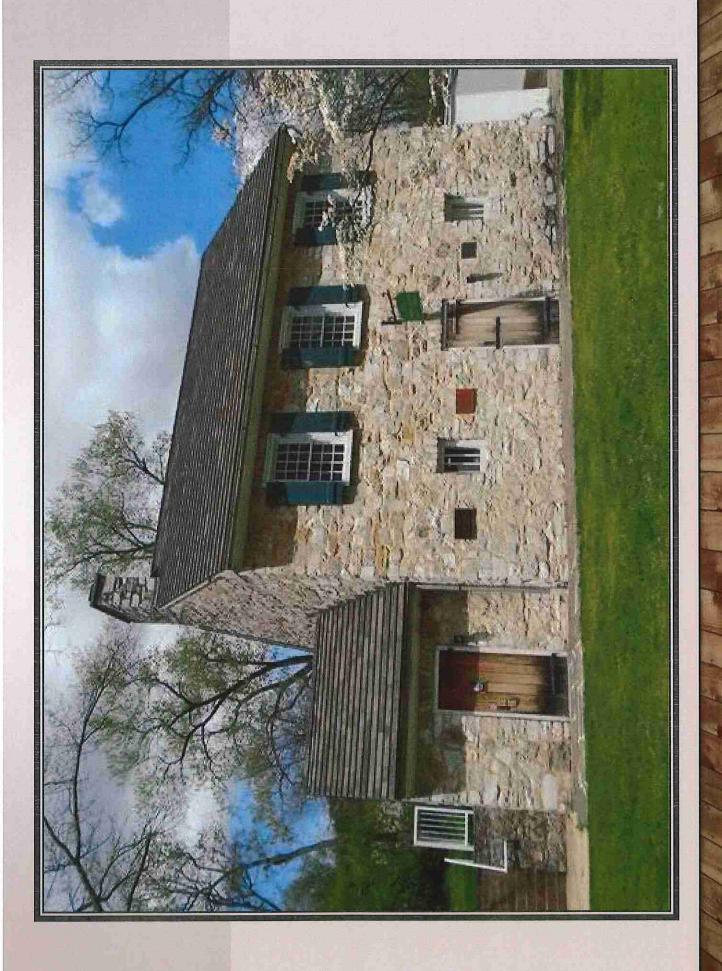
C: Parks & Recreation Staff

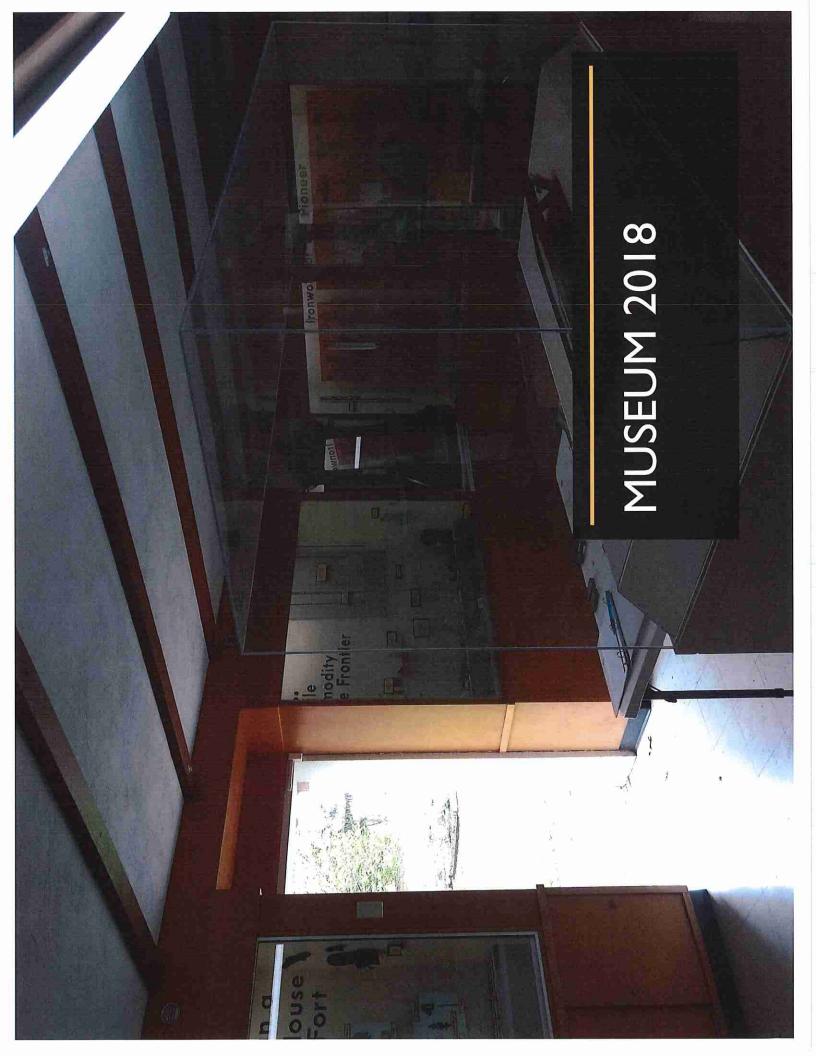
IONATHAN HAGER HOUSE VISITOR CENTER RENOVATION

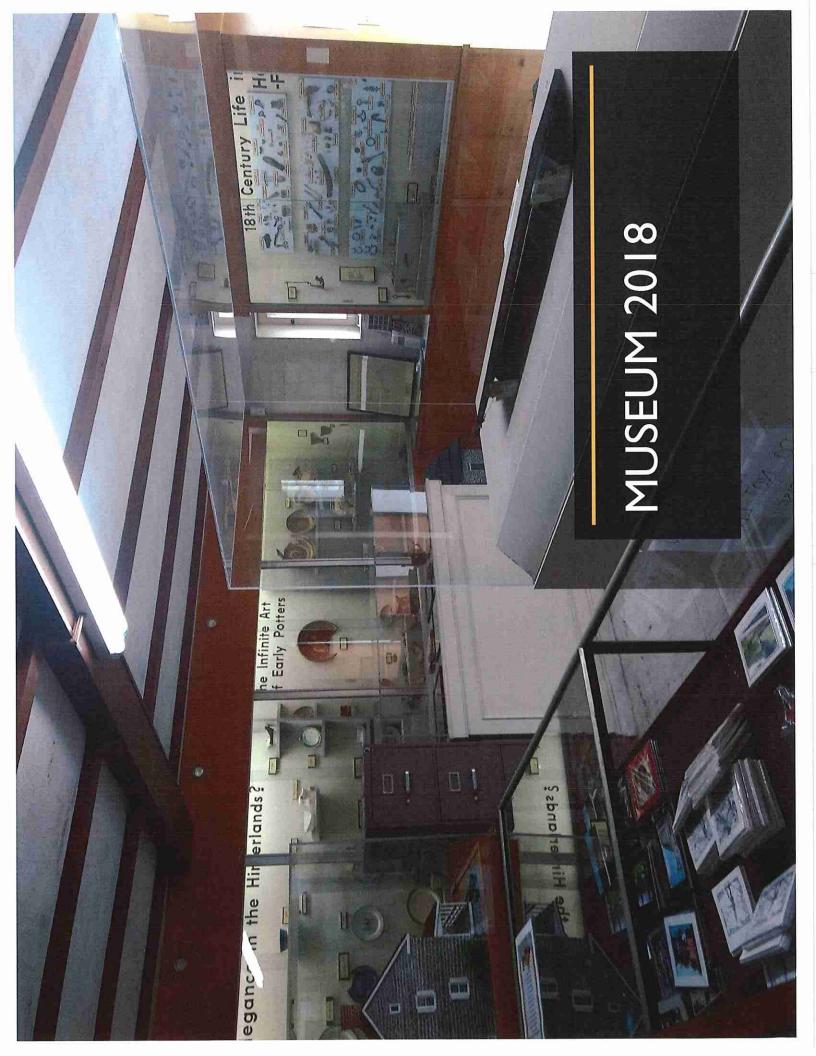
REIMAGINING THE VISITOR EXPERIENCE FOR THE 21ST CENTURY

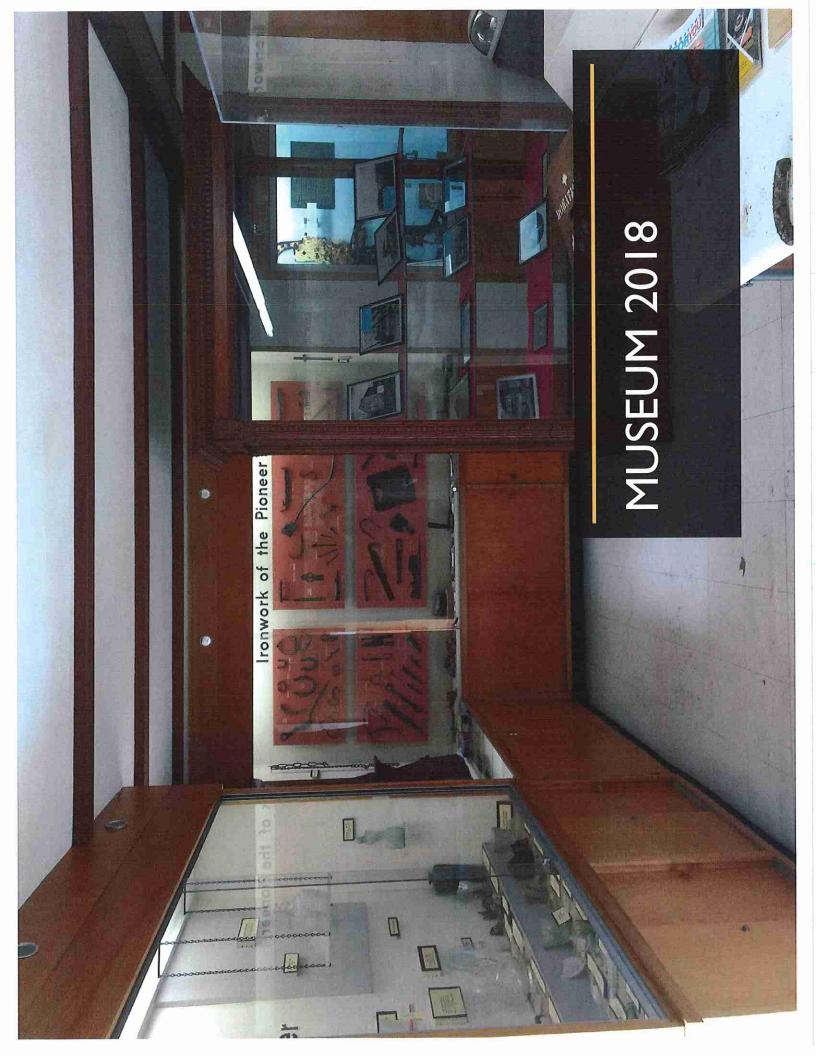
REIMAGINING THE JONATHAN HAGER HOUSE MUSEUM
HAGERSTOWN, MARYLAND
KAY MANUEL OSMER



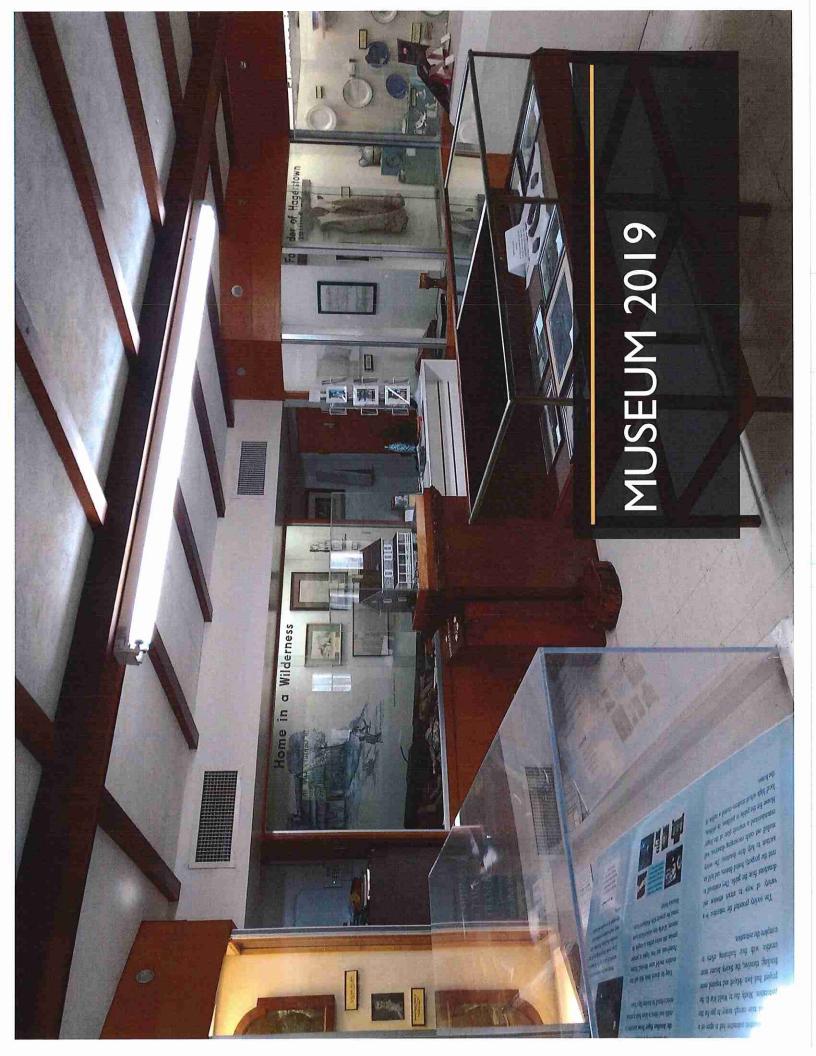










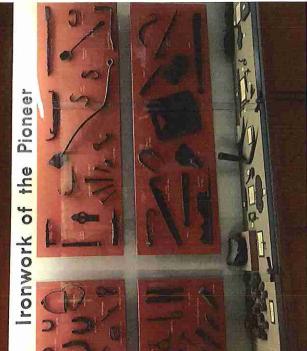


Original Exhibits legance in the Hinterlan









JONATHAN HAGER HOUSE

Challenges

- Municipal owned museum
- Seasonal Operations
- Limited Hours of Operation
- No Full-Time staff
- No Volunteer Group
- Limited Budget/Resources

Goals

- Increase Visitation
- Increase Awareness & Interest
- Increase Revenue
- · Improve Standards
- Legacy & Preservation
- Improve Visitor Experience

Planning Workshop with Interpretive Direction LLC

Adapted from 2019 Planning Workshop

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- Little Heiskel tin soldier
- Portrait of Rosanna (FAM)
- Deerskin plat HGR
- Hager Bible
- Wedding vest (FAM)
- Founding of a town
- House history, personal and architrctural
 - Jonathan Jr. story
- Death of Hager @ church building site C&O Canal work
- Elizabethtown became
- Jonathan Jr. Revolutionary war Restoration & Historical Society
- Hager as Gunsmith

- Ft. Frederick, French and Indian War
- Rohrer, Sam @ Hager House, architectural history.

- Roadbuilding, Hager
- Why town was built Other properties
- Trading post
- Springs in basement House as fort
- House in Square

- Early textile work
- Archeology @ HH Trade goods
- Agriculture JH as planter

Interested in antiques and artifacts

Summer camp groups

Locals w less money

Interested in early crafts

- Pre-revolutionary history, HGR centered
 - Graves

- Motor coach groups (CVB)
 - Senior tours
- Students 3rd and 4th Grades, revolution history and social studies

 - Civil War visitors Mid-Atlantic
- Couples & ?, like historic house

Monarch Butterfly Alliance

- Interested in architecture
- Local residents

People surprised it's here, didn't notice it

- ceramics, hands-on experiences
- Learn about gun-making
- Learn about logging & stone cutting
- Must-see: the spring. Drink the

City Park visitors & Art museum people

German history interests

West Germany

German class students

- - Be able to enjoy a product beer, water
- Get a feeling of fort and trading post

Wedding parties (H house)

Genealogy researchers

Scouts and projects

- Try "trading" exercise
- Visualize 1740 look
- Feel more welcome right away
- Have "takeaways"
- See video if can't be there for
- Experience re-enactment
- See garden and plants
- Make corn husk dolls

National Road and C&O visitors

Interest in Native Americans Paranormal interest, ghost hunters

- Be open more often

- Offer things when not open
 - Not feel trapped
- Be comfortable and secure
- Know why they are here
- Discovery events for kids
- Understand importance of guns

Large context image with artifacts

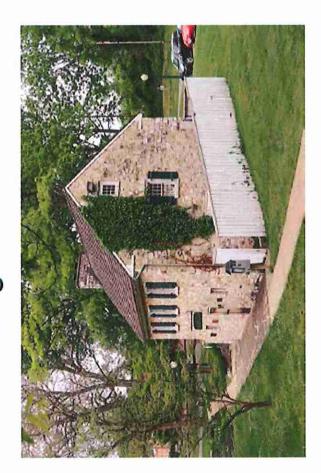
 Visitor studies / counts New flooring, lighted

- Objects whole with pieces
- Textiles on forms
- Touchscreens
- Coordinated, thematic colors, finishes
- Refit pull-out drawers
- Campus approach to exhibit plan
- Outdoor panes re architecture
- Local commissioned art Reenactment photos

- Add seating for video / interactive
- Panel on Mary Mish
- Early 1900s scrapbook
- Start over, not fix, re-think what is in the house
- Andy: Use furnishings process
- Use upstairs for intro video and greet
- Use large HD video
- Start outside archeology, things we can use as graphics
- Keep space open, multi-use
 - Visual database virtual



Jonathan Hager House Museum



Visitor Center Schematic Exhibit Plan

City of Hagerstown, Maryland Department of Parks and Engineering Rodney Tissue, PE, City Engineer Interpretive Direction LLC Harpers Ferry, West Virginia David Guiney, Senior Museum Planner

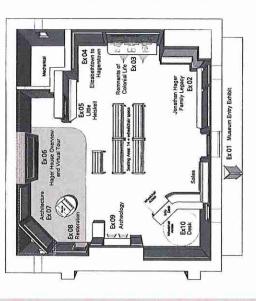
October 22, 2020



VISITOR CENTER SCHEMATIC EXHIBIT PLAN

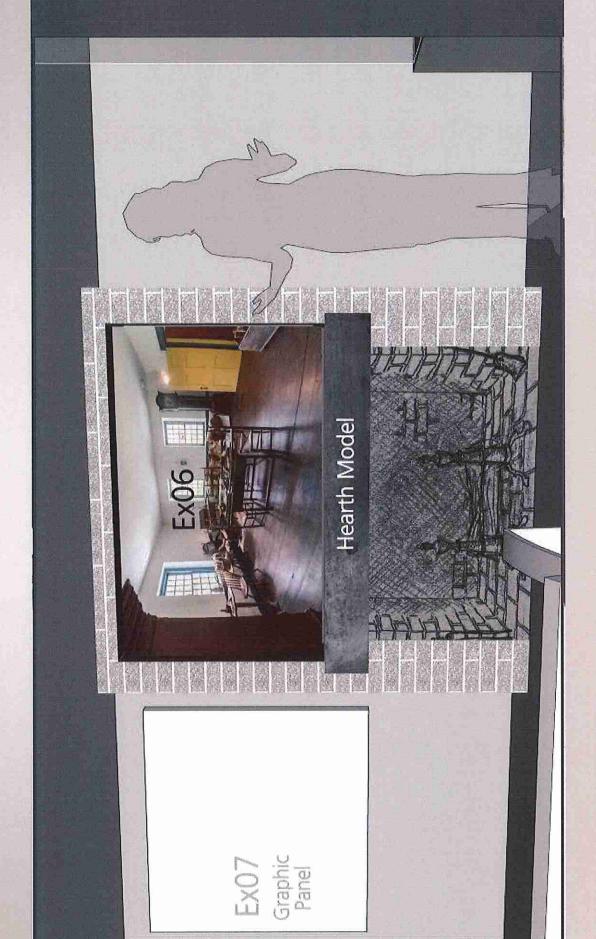
Capturing the Value of the Old Museum

Exhibits for Independent Visitor Use and Teaching Aids



	Hager House Visitor Center Exhibits Recommended exhibit units listed according to subject and media components	Exhibits tend media components
xhlbit O No.	Exhibit Subject or Function	Media Type and Components
5	Museum Entry Exhibit	Moveable sign at museum entrance, folding, si supporting, double sided, weighted. Also an hours sign on the building.
22	Jonathan Hager Family Legacy	Standard exhibit with text, graphics, casework, and artifacts
23	Remnants of Colonial Life	Exhibit with graphics, artifacts in cases, models and low-tech or high-tech devices for revealing hidden information
4	Elizabethtown to Hagerstown	Graphic exhibit with maps, photos, diagrams, and possibly models or artifacts
35	Little Heiskell	Artifact case exhibit with creative lighting and three-sided viewing, graphic panels and tacilie elements.
90	Hager House Overview and Virtual Tour	Audiovisual programs and electronic equipmer integration in a modeled themsilic setting, conti devices from multiple locations, visitor seating
20	Hager House Architecture	Exhibit structure with multiple graphic panels a bacilic house model visible from all four sides
80	Hager House Restoration and Interpretation	Graphic exhibit with photos, drawings, diagram and possibly a few archival documents or artifacts
60	Site Archeology	Exhibit with graphics, artifact case(s), interactivanthelogy experience, seating, and viewable artifact storage drawers
10	Information Desk Complex	information desk, brochure display, sales display, units, control station, and docent work space.

Hager House Visitor Center — Schematic Plan City of Hagerstown, Maryland Department of Parks and Recreation



NEXT STEPS...

..START SMALL

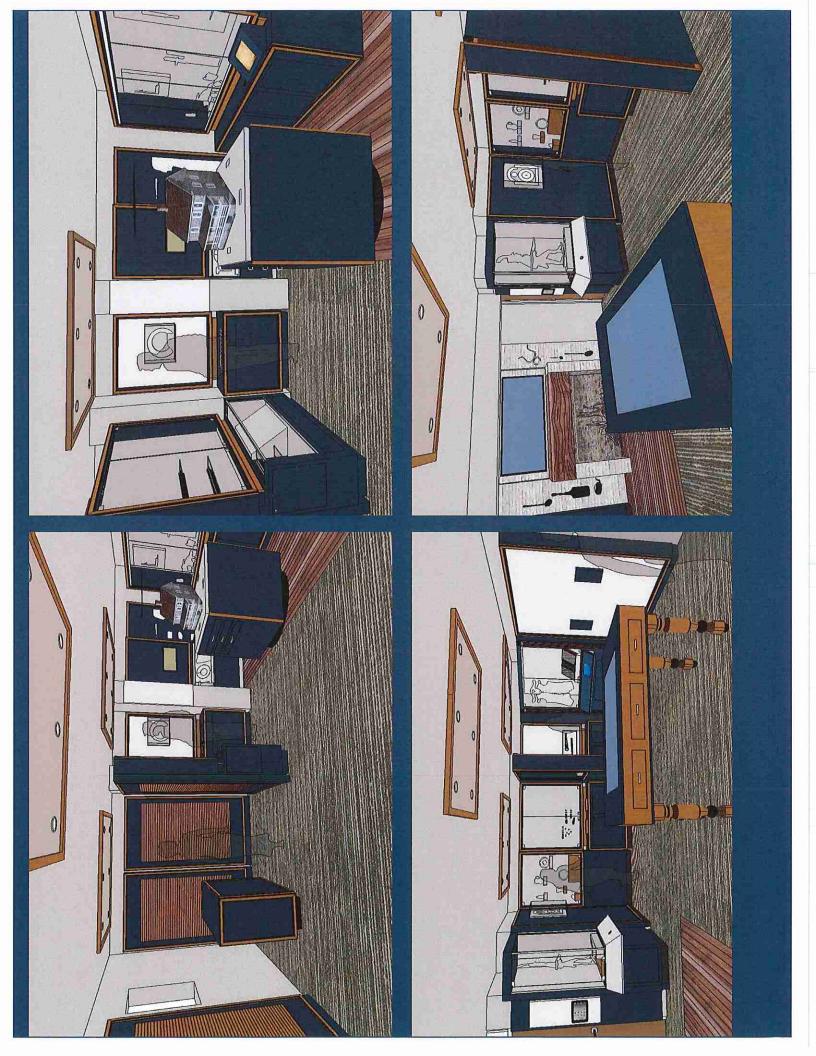
- Pursue Funding
- Maryland Heritage Area Authority (MHAA)
- Capital Improvement Program (CIP)
- Appalachian Regional Commission (ARC)
- Make a Plan
- lon Design
- Multi Phase
- Wayside Exhibits
- The Founder's Trail



RENOVATION - DESIGN PHASE

- Outside Contractor
- Ion Design
- · Focused on Research, Priorities, and Layout
- Finalize Exhibit Titles & Text
- Artifact & Image Selection
- Storage Solutions/ Operation Needs
- Design & Finish Recommendations
- · Colors, Materials, Fonts, etc.





Phase I funded by Appalachian Regional Commission (ARC)

Architectural Drawings

Contractor

Artifact Removal & Demolition

Finalize Pre-production Files

Phase II...

ACTION PLAN...

NEXT STEPS...

Fabrication & Installation

Conservation

Phase III...

Video Production

Additional Exhibit Components

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> FY2026-2030 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Five-Year Consolidated Plan – <i>Margi Joe, Community Development Manager and Rachel Paul</i> – <i>Planning Outreach Coordinator</i>				
Mayor and City Council Action Required:				
Discussion:				
Financial Impact:				
Recommendation:				
Motion:				
Action Dates:				
ATTACHMENTS: File Name 080525_WS_Packet_Con_Plan_Approval.pdf	Description Con Plan/AAP Memo, Con Plan Summary, AAP Activities, Motion and Resolution			



To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager

Rachel Paul, Planning and Outreach Coordinator

Date: August 1, 2025

RE: Approval of the FY2026-2030 Community Development Block Grant (CDBG) and

HOME Investment Partnerships Program (HOME) Five-Year Consolidated Plan

Staff will attend the August 5, 2025 Work Session to request Mayor & City Council approval of the Community Development Block Grant (CDBG) FY 2026-2030 Five-Year Consolidated Plan and the FY 2026 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 August 12, 2025 Special 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 FY2026-2030 Consolidated Plan

The City of Hagerstown is an entitlement recipient of Federal CDBG funds from the United States Department of Housing and Urban Development (HUD). HUD requires entitlement communities to prepare a Consolidated Plan every five years, and this plan serves as a comprehensive, five-year strategy for addressing local housing and community development needs. It is carried out through Annual Action Plans, which outline specific goals and projects for each program year in alignment with the broader strategy.

The Consolidated Plan strategy consists of three parts:

- 1. A housing, homeless, and community and economic development needs assessment;
- 2. A housing market analysis; and
- 3. Long-term strategies to meet priority needs.

In December 2024, Urban Design Ventures LLC (UDV) was selected by the Mayor and City Council to serve as the City's consultant for the development of the Five-Year Consolidated Plan and the FY2026 Annual Action Plan.

UDV has completed drafts of each required planning document referenced above and these plans are available as one document for citizen review on the City's website at https://www.hagerstownmd.org/DocumentCenter/View/19960/Display-Draft---Hagerstown-FY-2026-2030-Five-Year-Consolidated-Plan-and-FY-2026-Annual-Action-Plan---compressed. A 30-day public comment period was held from June 18, 2025 to July 18, 2025. A public hearing was held with the planning consultant on July 16 to provide citizens the opportunity to comment and directly engage with City staff on these planning documents.

Attached for review are the Executive Summary, Goals and Priorities from the Five-Year Consolidated Plan, and FY2026 Annual Action Plan activities. The final version of the planning document is scheduled for approval by the Mayor and City Council via resolution during the Special Session on August 12. Upon approval, all required planning documents will be submitted to HUD.

Attachments: Five-Year Consolidated Plan Executive Summary, Goals/Priorities
FY2026 Annual Action Plan Activities
Draft Motion and Resolution for Consolidated Plan and Annual Action
Plan Approval

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



FY 2025-2029 Five Year Consolidated Plan and FY 2025 Annual Action Plan

Executive Summary for City Council

Introduction

The City of Hagerstown is an entitlement community under the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The CDBG Program provides annual grants to states, cities, and counties for the development of viable urban communities. These grants are used to address a variety of community development needs, with a primary focus on benefiting low- and moderate-income individuals. For Federal Fiscal Year (FFY) 2025, which corresponds to City Fiscal Year FY 2026, HUD has allocated \$791,400 to the City of Hagerstown. Additionally, the City expects to have CDBG Program Income in the amount of \$75,000 from loan repayments through CDBG-funded programs, for a total amount of \$866,400.

In June of 2025, the HUD Baltimore Area office extended to the City an opportunity to become a HOME Investment Partnership (HOME) Program entitlement community. The HOME provides grants to state and local governments, known as Participating Jurisdictions (PJs), to fund a wide range of activities aimed at creating and maintaining affordable housing. These activities can include homebuyer assistance, rental housing development, and tenant-based rental assistance. The allocation to be provided to the City by HUD for the first year as an entitlement jurisdiction is \$361,181.17. The minimum participation, per regulation, in the first year as a HOME PJ is \$500,000. This would require the City to commit \$138,818.83 in City funds. The City accepted the HOME Program and committed the required funds on June 11,2025.

In compliance with HUD regulations, the City of Hagerstown is required to complete a Consolidated Plan every five years. FFY 2025, City FY 2026 will be the first year of a new Five-Year Consolidated Plan for the period of July 1, 2025, through June 30, 2030. This corresponds to FFY 2025-2029 or City FY 2026-2030. Additionally, this includes the FFY 2025 Annual Action Plan corresponding to the City's FY 2026, which guides the use of allocated funds in the FFY 2025 CDBG Program and now the HOME program.

The Plan establishes CDBG and HOME Program priorities for the next five (5) year period and outlines the specific initiatives the City will undertake to address its needs and objectives by promoting the rehabilitation and construction of affordable, decent, safe, sanitary, accessible and sound housing, creating a suitable living environment, removing slums and blighting conditions, promoting fair housing, improving public services, expanding economic opportunities, and principally benefitting low- and moderate-income persons.

The development of the Consolidated Plan was a collaborative effort of the City, the community at large, social service agencies and providers, housing providers, community development agencies, and economic development groups. The planning process was accomplished through two public meetings, a series of agency and organization interviews categorized by type, a resident survey, a stakeholder survey, analysis of data from national and local sources, and review of previous community development plans.

The process identified multiple needs within the City, with the anticipation of addressing many of these needs over the next five years. These needs included higher housing costs and lower housing quality, lack of accessible housing, senior services, the higher proportion of rental housing units than owner-occupied housing units, a lack of high-wage permanent jobs, barriers to accessing good-paying jobs and availability childcare, mobility, persistent substance abuse and mental health difficulties among some residents, and an expanding number of homeless persons without a sufficient base of shelters and services.

Objectives and outcomes identified in the Plan

The Consolidated Plan serves as a consolidated planning document, an application, and a strategic plan for the City's Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program (HOME). The Five-Year Consolidated Plan proposes six (6) Priorities to address the housing, community development and economic development needs in the City of Hagerstown. The City has not programmed funding to address all of the below Priorities and goals during FFY 2025 but may fund such activities during future years of this Five-Year Plan period. The wide range of potential priorities and goals prevents the need to complete a substantial amendment to the Consolidated Plan should the City wish to complete a project that is part of a current action plan. The Priorities and subsequent goals to address them are as follows:

1. Housing Priority - (HS)

There is a need to increase the amount of affordable, decent, safe, sanitary, accessible and sound housing for homebuyers, owners, and renters.

Goals:

 HS-1 Housing Improvements - Provide financial assistance to low- and moderate-income homeowners and landlords of affordable housing to rehabilitate their existing owner- and renter-occupied housing.

- HS-2 Housing Construction Increase the supply of affordable, decent, safe, sanitary, accessible and sound housing to owners and renters in the City by assisting with land acquisition, development fees, infrastructure improvements, and construction costs.
- HS-3 Homeownership Promote homeownership by assisting low- and moderate-income homebuyers to purchase homes through down payment / closing cost assistance and associated housing counseling.
- HS-4 Anti-Poverty Actions Reduce the isolation of income groups within areas with high
 concentrations of poverty through spatial de-concentration of housing opportunities for
 lower income persons and minority persons.
- **HS-5 Fair Housing -** Promote fair housing choice through education, training, outreach and housing counseling services.
- HS-6 Acquisition and Rehabilitation Rebuild and revitalize neighborhoods by purchasing, rehabilitating, and reselling distressed residential properties to low- and moderate-income homebuyers.

2. Homeless Priority - (HO)

There is a need for services and housing opportunities for homeless persons and persons or families at risk of becoming homeless.

Goals:

- HO-1 Housing Opportunities Improve housing opportunities and living conditions for persons and families who are homeless or who are at risk of homelessness, including emergency, transitional, and permanent supportive housing.
- **HO-2 Support and Management Services** Promote and assist programming offered by public agencies and non-profit organizations that is directed toward helping persons who are homeless or who are at risk of homelessness.
- HO-3 Homeless Prevention and Rapid Re-Housing Promote and assist in anti-eviction practices, rent and utility assistance, and programs for rapid re-housing to allow residents to live independently.

3. Other Special Needs Priority - (SN)

There is a need to increase housing opportunities, services, and facilities for persons with special needs.

Goals:

SN-1 Special Needs Housing - Ensure there is a range of affordable, decent, safe, sanitary, accessible and sound housing options available and accessible to residents who are elderly, have disabilities, or have other special needs, including making improvements and reasonable accommodations to existing housing stock.

- SN-2 Accessibility and Removal of Architectural Barriers Promote and assist in making
 accessibility improvements to public facilities and spaces, to allow residents who are
 elderly, have disabilities, or have other special needs to freely take part in everyday life.
- SN-3 Social Services Promote and support public services such as transportation and medical services which assist residents who are elderly, have disabilities, or have other special needs to achieve dignity, well-being and self-sufficiency.

4. Community Development Priority - (CD)

There is a need to upgrade and improve community facilities, infrastructure, and public services, in order to rejuvenate socially and economically distressed neighborhoods and to improve the quality of life for residents.

Goals:

- CD-1 Community Facilities Improve public parks and facilities, recreational facilities, neighborhood facilities, and trails to improve the health, well-being, and community pride of residents.
- **CD-2 Infrastructure** Improve public infrastructure through rehabilitation, reconstruction, and new construction of streets, sidewalks, bridges, curbs, walkways, drinking water, stormwater systems, sanitary sewers, lighting enhancements, etc.
- **CD-3 Public Services** Improve and enhance public service programs for youth, the elderly, persons with disabilities, and other low- and moderate-income City residents, such as nutritional services, substance abuse treatment, childcare, and literacy programs.
- CD-4 Neighborhood Revitalization Make strategic investment to improve low-income neighborhoods and other areas exhibiting conditions of slums and blight through the Choice Neighborhoods Initiative and other programs.
- CD-5 Public Safety Improve and enhance public safety and the ability to respond to
 emergency situations through facility improvements, purchase of new equipment, crime
 prevention, and other related activities.
- CD-6 Code Enforcement Continue a systematic code enforcement program to ensure that the existing housing stock remains affordable, decent, safe, sanitary, accessible and sound.
- **CD-7 Clearance/Demolition** Remove and eliminate slum and blighting conditions through demolition of vacant, abandoned, and dilapidated structures.
- **CD-8 Transportation** Support the expansion of public transportation and access to bicycle, van, bus and automobile service to assist residents in accessing social services, healthcare, senior centers, employment opportunities, and other needs.

5. Economic Development Priority - (ED)

There is a need to increase employment, workforce development, self-sufficiency, educational training, and empowerment for residents of the City.

Goals:

- **ED-1 Employment** Support and encourage job creation, job retention, and job training opportunities for unemployed and under-employed residents.
- **ED-2 Downtown Revitalization** Support downtown and neighborhood revitalization efforts which enhance the urban core through the Maryland Main Street Program, the Community's City Center Plan, and other programs.
- **ED-3 Development and Redevelopment** Support business and commercial growth through expansion, new development, entrepreneurship and small business initiatives, and redevelopment & adaptive reuse of vacant or underutilized properties.

6. Administration, Planning, and Management Priority - (AM)

There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing, community development and economic development needs.

Goals:

 AM-1 Overall Coordination - Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews and clearances, fair housing, and compliance with all Federal, State, and local laws and regulations.

Citizen participation process and consultation process

The Five-Year Consolidated Plan is a collaborative effort of the City, the Community at large, social service agencies and providers, housing providers, community development agencies, and economic development groups. The planning process was accomplished through a series of public meetings, stakeholder interviews, resident surveys, statistical data, and review of previous community development plans. The City followed its Citizen Participation Plan in its preparation of the Consolidated Plan.

The City of Hagerstown held its First Public Hearing on Thursday, December 5, 2024, at 5:30 PM at Burobox, 60 W. Washington Street, Hagerstown, MD 21740. This provided residents, agencies and organizations an opportunity to discuss the City's CDBG and HOME Programs and to provide suggestions for the FFY 2025-2029 Consolidated Plan.

A resident survey was prepared in both electronic and hard copy versions and was available in English and Spanish. Surveys were accepted from January 20 through March 3, 2025.

The City's Department of Community and Economic Development sent invitations to participate in the planning process to all known agencies and individuals who have an interest or have participated in

previous programs and activities. Between January 24 and February 19, 2025, the City held thirteen (13) virtual meetings with government, nonprofit, and for-profit entities in the Hagerstown area.

A "Draft" FFY 2025-2029 Five-Year Consolidated Plan and FFY 2025 Annual Action Plan were placed on public display from Wednesday, June 18, 2025, to Friday, July 18, 2025, for review by the general public as well as agencies and organizations in the community. The "Draft" Five-Year Consolidated Plan and Annual Action Plan was on public display at the following locations:

- City of Hagerstown, Department of Community and Economic Development, 14 North Potomac Street, Suite 200A, Hagerstown, MD 21740.
- City of Hagerstown, City Clerk's Office, 2nd Floor of City Hall, 1 E. Franklin Street, Hagerstown, MD 21740
- Washington County Library, Hagerstown Branch, 100 S. Potomac Street, Hagerstown, MD 21740
- Online at <u>www.hagerstownmd.org</u>

Finally, a Second Public Hearing was held on Wednesday, July 16, 2025, at 5:30 PM at the City Council Chambers, 1 E. Franklin Street, Hagerstown, MD 21740. Comments received at the Second Public Hearing and during the display period are included in the Attachments section of the Plan.

Budget

The City of Hagerstown will receive \$791,400.00 in FFY 2025 CDBG funds and \$75,000.00 in CDBG Program Income, for total CDBG funds available of \$866,400.00. The City will also receive \$361,181.17 in HOME funds and match it with \$131,818.83 in City funds for total HOME funds available of \$500,000.00. The City of Hagerstown proposes to undertake the following 25 activities with the FFY 2025 CDBG and HOME funds:

#	CDBG Project Name		
1.	Accessibility Ramps	\$	125,000.00
2.	Alleys	\$	100,000.00
3.	Wheaton Park Tennis Courts		25,000.00
4.	Skate Park Sidewalks & Steps		40,000.00
5.	City Park Tennis/Pickleball Courts	\$	30,000.00
6.	HARC - Micah's Backpack	\$	14,800.00
7.	Girls Inc Kids' Café	\$	11,800.00
8.	Horizon Goodwill - Breakfast Outreach and Homeless Resource Center	\$	9,800.00
9.	Literacy Council - Tutors Needed	\$	5,800.00
10.	REACH Bridge to Change Program	\$	19,800.00
11.	America's Hauling for Hope - Helping Hands Senior Outreach	\$	11,800.00
12.	TruNorth Company - Hagerstown Area Recovery Transportation	\$	19,800.00

13.	United Way - Ride United Network	\$ 14,800.00
14.	Community Free Clinic	\$ 9,800.00
15.	Cibus Mission - Youth Urban Farm & Fix-It-Keep-It Bike Repair	\$ 9,800.00
16.	Habitat for Humanity - Brush with Kindness Program	\$ 20,000.00
17.	Commission on Aging - Home Repair Grant Program	\$ 20,000.00
18.	Code Inspector	\$ 35,000.00
19.	Residential Single-Family Emergency Repair	\$ 64,849.00
20.	Single-Family Rehabilitation Administration	\$ 100,000.00
21.	CDBG Program Administration	\$ 178,551.00
	Total CDBG Expenditure	\$ 866,400.00
#	HOME Project Name	
22.	CHDO Set-Aside	\$ 75,000.00
23.	Homeownership Acquisition, Rehabilitation and Resale	\$ 275,000.00
24.	Residential Single-Family Rehabilitation	\$ 100,000.00
25.	HOME Program Administration	\$ 50,000.00
	Total HOME Expenditure	\$ 500,000.00

The project descriptions are below:

1.	Project Name	Accessibility Ramps
	Goals Supported	CD-2 Infrastructure
	Funding	CDBG: \$125,000.00
	Description	Funds will be utilized for the installation of ADA-accessible curb ramps at various intersections throughout the City of Hagerstown. Specific sites will be determined based on planning needs and neighborhood impact.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 9,000 persons will benefit from the proposed activity.
	Location Description	Various locations throughout the City of Hagerstown, to be determined based on planning needs and neighborhood impact.
2.	Project Name	Alley Repair and Reconstruction
	Goals Supported	CD-2 Infrastructure
	Funding	CDBG: \$100,000.00

	Description	Funding will be utilized to repair/repave frequently used alleyways in various locations in the City of Hagerstown. Specific sites will be determined based on planning needs and neighborhood impact.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 5,000 low-mod individuals will benefit from this proposed activity.
	Location Description	Various locations throughout the City of Hagerstown, to be determined based on planning needs and neighborhood impact.
3.	Project Name	Wheaton Park Tennis Courts - FY 2025
	Goals Supported	CD-1 Public Facilities
	Funding	CDBG: \$25,000
	Description	Funding will be utilized to resurface and re-line the tennis courts at Wheaton Park.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 2,000 persons will benefit from the proposed activity.
	Location Description	Wheaton Park, 124 Charles Street, Hagerstown, MD 21740.
4.	Project Name	Skate Park Sidewalks and Steps (Fairgrounds Park)
	Goals Supported	CD-1 Public Facilities
	Funding	CDBG: \$40,000
	Description	Funding will be utilized to install additional sidewalks and steps at Hagerstown Skate Park to enhance pedestrian safety.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 22,000 persons will benefit from the proposed activity.
	Location Description	Skate Park, 341 N. Cleveland Avenue, Hagerstown, MD 21740.
5.	Project Name	City Park Tennis/Pickleball Courts
	Goals Supported	CD-1 Community Facilities
	Funding	CDBG: \$30,000
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	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 22,000 persons will benefit from the proposed activity.
	Location Description	City Park, 501 Virginia Avenue, Hagerstown, MD 21740.
6.	Project Name	HARC - Micah's Backpack
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$14,800.00
	Description	Funding will be used to support a program that each week provides a bag with weekend meals and snacks to school students identified as at risk of food insecurity. This activity will be administered by the subrecipient, Hagerstown Area Religious Council (HARC).
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 600 persons will benefit from this proposed activity.
	Location Description	Citywide. Administered at 130 W. Franklin St, Hagerstown.
7.	Project Name	Girls Inc. Kids Café
7.	Project Name Goals Supported	
7.		Girls Inc. Kids Café
7.	Goals Supported	Girls Inc. Kids Café CD-3 Public Services
7.	Goals Supported Funding	Girls Inc. Kids Café CD-3 Public Services CDBG: \$11,800 Funding will be used to provide healthy after-school snacks and hot nutritious meals for low-to-moderate income youth. This activity will be administered by the subrecipient, Girls Inc. of
7.	Goals Supported Funding Description Estimate the number and type of families that will benefit	Girls Inc. Kids Café CD-3 Public Services CDBG: \$11,800 Funding will be used to provide healthy after-school snacks and hot nutritious meals for low-to-moderate income youth. This activity will be administered by the subrecipient, Girls Inc. of Washington County. It is estimated that 160 persons will benefit from the proposed
7.	Goals Supported Funding Description Estimate the number and type of families that will benefit from the proposed activities	Girls Inc. Kids Café CD-3 Public Services CDBG: \$11,800 Funding will be used to provide healthy after-school snacks and hot nutritious meals for low-to-moderate income youth. This activity will be administered by the subrecipient, Girls Inc. of Washington County. It is estimated that 160 persons will benefit from the proposed activity.
	Goals Supported Funding Description Estimate the number and type of families that will benefit from the proposed activities Location Description	Girls Inc. Kids Café CD-3 Public Services CDBG: \$11,800 Funding will be used to provide healthy after-school snacks and hot nutritious meals for low-to-moderate income youth. This activity will be administered by the subrecipient, Girls Inc. of Washington County. It is estimated that 160 persons will benefit from the proposed activity. 624 Washington Avenue, Hagerstown, MD 21740 Horizon Goodwill - Breakfast Outreach and Homeless Resource

	Description Estimate the number and type	Funding will be utilized to support a program providing a hot breakfast 3x weekly to unhoused individuals. Other nonprofit organizations are present during this time to provide assistance with healthcare, substance abuse disorders, case management, public assistance applications, etc. This activity will be administered by the subrecipient, Horizon Goodwill Industries. It is estimated that 1,000 persons will benefit from this proposed
	of families that will benefit from the proposed activities	activity.
	Location Description	200 N. Prospect Street, Hagerstown, MD 21740
9.	Project Name	Literacy Council - Tutors Needed
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$5,800.00
	Description	Funding will be utilized to purchase educational materials and supplies in support of a program that provides adults 18+ with free basic education and English language services, whether English is a primary or subsequent language. This activity will be administered by the subrecipient, Literacy Council of Washington County.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 45 persons will benefit from this proposed activity.
	Location Description	15 Randolph Avenue, Hagerstown, MD 21740
10.	Project Name	REACH Shelter Bridge to Change Program
	Goals Supported	ED-1 Employment
	Funding	CDBG: \$19,800.00
	Description	Funding will be used to support a program that provides workforce training and case management to unhoused individuals. This project will be administered by the subrecipient, REACH of Washington County.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 50 persons will benefit from the proposed activity.
	Location Description	140 W. Franklin Street, Hagerstown, MD 21740
11.	Project Name	America's Hauling for Hope - Helping Hands Senior Outreach

	Goals Supported	SN-3 Social Services
	Funding	CDBG: \$11,800.00
	Description	Funding will be used to support a program that provides a monthly food order to income-qualified seniors within Hagerstown, which are fulfilled and delivered free of charge. This activity will be administered by the subrecipient, America's Hauling for Hope.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 220 persons will benefit from this proposed activity.
	Location Description	Citywide. Administered at 10701 Bower Ave, Williamsport, MD 21795.
12.	Project Name	TruNorth Company - Hagerstown Area Recovery Transportation
	Goals Supported	CD-8 Transportation
	Funding	CDBG: \$19,800.00
	Description	Funding will be used to support a program that provides no-cost transportation to recovery/transitional activities for unhoused individuals and those in transition from inpatient treatment centers or detention centers. This activity will be administered by the subrecipient, TruNorth Company.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 persons will benefit from this proposed activity.
	Location Description	Citywide. Administered at 17337 W. Washington St, Hagerstown, MD 21740.
13.	Project Name	United Way - Ride United Network
	Goals Supported	CD-8 Transportation
	Funding	CDBG: \$14,800.00
	Description	Funding will be used to provide no-cost transportation to ALICE households to enable access to employment, healthcare, educational activities, etc. This activity will be administered by the subrecipient, United Way of Washington County.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 250 persons will benefit from this proposed activity.

	Location Description	Citywide. Administered at 83 W. Washington St, Hagerstown, MD 21740.
14.	Project Name	Community Free Clinic - Healthy Equity
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$9,800.00
	Description	Funding will be used to support a program that provides free mental and physical healthcare to uninsured residents of Hagerstown. This activity will be administered by the subrecipient, Community Free Clinic.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 2,900 persons will benefit from this proposed activity.
	Location Description	2449 Mill Street, Hagerstown, MD 21740
15.	Project Name	Cibus Mission - Youth Urban Farm and Fix-It-Keep-It Bike Repair
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$9,800.00
	Description	Funding will be used to support a program that educates youth in urban farming techniques and training in basic bicycle repair and maintenance. This activity will be administered by the subrecipient, Cibus Mission.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 35 low-mod youth will benefit from this proposed activity.
	Location Description	406 Jonathan Street, Hagerstown, MD 21740
16.	Project Name	Habitat for Humanity - Brush with Kindness Program
	Goals Supported	HS-1 Housing Improvements
	Funding	CDBG: \$20,000
	Description	Funding will be used to support a program that provides critical and non-critical home repairs to low-income homeowners. This activity will be administered by the subrecipient, Habitat for Humanity of Washington County.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that up to ten (10) households will benefit from the proposed activity.

	Location Description	Citywide. Sites to be determined through application for funds. Administered at 100 Charles St, Hagerstown, MD 21740.
17.	Project Name	Commission on Aging - Home Repair Grant Program
	Goals Supported	SN-1 Special Needs Housing
	Funding	CDBG: \$20,000
	Description	Funding will be used to provide assistance to senior homeowners with essential property improvements to support independent living. This activity will be administered by the subrecipient, Washington County Commission on Aging.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that six (6) households will benefit from the proposed activity.
	Location Description	Citywide. Sites to be determined through application for funds. Administered at 535 E. Franklin St, Hagerstown, MD 21740.
18.	Project Name	Code Inspector
	Goals Supported	CD-6 Code Enforcement
	Funding	CDBG: \$35,000.00
	Description	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.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 400 household housing units will benefit from the proposed activity.
	Location Description	Low/mod areas throughout the City of Hagerstown. Administered at 14 N. Potomac Street, Hagerstown, MD 21740.
19.	Project Name	Residential Single-Family Emergency Repairs
	Goals Supported	HS-1 Housing Improvements
	Funding	CDBG: \$64,849.00
	Description	Funding will be utilized to provide emergency repair grants of up to \$15,000 to low-to-moderate income homeowners for various repairs and rehabilitations.

	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that ten (10) low-mod households will benefit from this proposed activity.
	Location Description	Citywide. Sites to be determined through application for funds. Administered at 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
20.	Project Name	Residential Single-Family Rehabilitation Administration
	Goals Supported	HS-1 Housing Improvements
	Funding	CDBG: \$100,000.00
	Description	Funding will be utilized to support administrative expenses incurred for employee costs associated with single family rehabilitation under CDBG or Maryland DHCD programs.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) organization will benefit from this activity.
	Location Description	14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
21.	Project Name	CDBG Program Administration
	Goals Supported	AM-1 Overall Coordination
	Funding	CDBG: \$178,551.00
	Description	Funding will be utilized to support employees and operating costs associated with the general administration of the CDBG program.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) organization will benefit from this activity.
	Location Description	14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
22.	Project Name	CHDO Set-Aside
	Goals Supported	HS-2 Housing Construction
	Funding	HOME: \$75,000
	Description	CHDO funds will be used for acquisition/rehabilitation of a single-family home for a low- and moderate-income homebuyer.
	Description Estimate the number and type of families that will benefit from the proposed activities	

23.	Project Name	Homeownership Acquisition, Rehabilitation and Resale
	Goals Supported	HS-6 Acquisition and Rehabilitation
	Funding	HOME: \$275,000
	Description	Funding will be used to acquire, rehabilitate and resell residential distressed properties to income eligible low- and moderate-income households.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that three (3) low-mod households will benefit from this proposed activity.
	Location Description	Citywide. Properties to be acquired and rehabilitated as available. Administered at 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
24.	Project Name	Residential Single-Family Rehabilitation
	Goals Supported	HS-1 Housing Improvements
	Funding	HOME: \$100,000
	Description	Funds will be provided for income eligible low- and moderate-income homeowners to address property code violations.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that five (5) low-mod households will benefit from this proposed activity.
	Location Description	Citywide. Administered at 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
25.	Project Name	HOME Program Administration
	Goals Supported	AM-1 Overall Coordination
	Funding	HOME: \$50,000
	Description	Funding will be utilized to support employees and operating costs associated with the general administration of the HOME program.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) organization will benefit from this activity.
	Location Description	14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.

Summary

As an entitlement community for the CDBG and HOME programs, the City of Hagerstown has drafted its FFY 2025-2029 Five-Year Consolidated Plan and FFY 2025 Annual Action Plan to meet the requirements of the U.S. Department of Housing and Urban Development. This combined document will guide the City in addressing housing and community development concerns, such as creating more affordable and ADA-accessible inventory in the housing market, repairing homes for renters and homeowners, helping residents stay in their homes through utility assistance, improving public facilities, and funding programs such as childcare and workforce training.

The FFY 2025 CDBG and HOME Program funding allocated by HUD will contribute nearly \$1.4 million back to Hagerstown's social service and housing development efforts. However, the City of Hagerstown will need to formally accept these funds and must grant permission to the Mayor to administer them through the City's Department of Housing and Community Development. Due to late notice of Federal allocations, the City has requested and HUD has granted an extension of its usual submission deadline from May 15 to August 15, 2025. This illustrates the need for Council and the Mayor to review this Executive Summary and the draft FFY 2025-2029 Five-Year Consolidated Plan to ensure its approval on August 12, 2025.

Should Council have further questions about the need for these funds, the methods of choosing the programs, or the administration of the CDBG and HOME Programs, please contact the Department of Housing and Community Development as follows:

Ms. Margi Joe Community Development Manager Department of Community & Economic Development 14 N. Potomac Street, Suite 200A

Fax: (301) 739-3117

Email: mjoe@hagerstownmd.org

Phone: (301) 739-8577 ext. 134



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
	City Accessibility	Funding will be utilized to undertake the installation of ADA	
CD-26-01	Ramp Construction	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

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

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

НО-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 incomequalified homebuyers.	\$275,000

НО-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

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date:	August 12, 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 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). This motion also authorizes staff to amend the approved program budget as necessary to reflect final funding allocations.

> DATE OF INTRODUCTION: 08/12/2025 **DATE OF PASSAGE: 08/12/2025 EFFECTIVE DATE: 08/12/2025**

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		
	William B. McIntire Mayor	(SEAL)	
ATTEST:			
City Clerk			
Approved this	Day of August, 2025		

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic: Financial Incentive Agreement: Motherland Kitchen, LLC – Chris Sic Development Coordinator Mayor and City Council Action Required:	emerling, Economic
Discussion:	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
ATTACHMENTS: File Name	Description (FIA) Between the City of
080525_WS_Motherland_FIA_Packet_CS.pdf	Hagerstown and Motherland Kitchen, LLC.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: August 1, 2025

RE: Financial Incentive Agreement (FIA) Between the City of Hagerstown and Motherland

Kitchen, LLC

At the August 5th, 2025 Work Session, staff will provide an update on the Main Street Startup Grant approval for Motherland Kitchen, LLC at 55-57 S. Potomac Street, and discuss a potential Financial Incentive Agreement (FIA) to the business.

Background

Motherland Kitchen, LLC was previously approved by the City to receive a grant of up to \$34,329 under the Main Street Startup Grant program – a pass-through funded program under the Maryland Department of Housing and Community Development (DHCD) Project Restore grant.

The business was deemed ineligible by the State of Maryland after local approval due to a determined vacancy-length requirement on the property. The business owner is dedicated to opening her Afro-Caribbean restaurant in the City's Main Street District of the Downtown, and has spent significant capital towards opening the business.

Request

Due to the circumstances that have occurred, staff seek approval to enter into a Financial Incentive Agreement with Motherland Kitchen, LLC to replace the Main Street Startup Grant that is no longer applicable. The proposed FIA would follow the same guidelines, requirements, and similar Subrecipient Agreement verbiage to remain consistent with the original approval.

Attachments:

- 1. Required Motion
- 2. Required Resolution
- 3. Financial Incentive Agreement
- c: Main Street Startup Grant Review Committee
 Jill Thompson, Director of Planning & Economic Development

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE:	August 12, 2025				
TOPIC:	Approval of a Resolution: Authorizing the Execution of a Financial Incentive Agreement between the City of Hagerstown and Motherland Kitchen, LLC located at 55-57 S. Potomac				
	Charter Amendment Code Amendment Ordinance Resolution Other				

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution of the attached Financial Incentive Agreement between the City of Hagerstown and Motherland Kitchen, LLC located at 55-57 S. Potomac

The Financial Incentive Agreement supersedes and renders null and void a prior Main Street Startup Subrecipient Grant Agreement entered into by the parties and pertaining to the same subject matter. The Financial Incentive Agreement provides a grant up to \$34,329 to be paid from the Economic Incentives line item in the Economic Redevelopment Fund and with a project completion deadline of October 15, 2025.

Staff are authorized to make administrative edits to the Financial Incentive Agreement with approval of the City Administrator as necessary prior to execution.

DATE OF INTRODUCTION: 08/12/2025 DATE OF PASSAGE: 08/12/2025 EFFECTIVE DATE: 08/12/2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCIAL INCENTIVE AGREEMENT FOR THE SUPPORT OF A BUSINESS SUPPORT GRANT BETWEEN THE CITY OF HAGERSTOWN AND MOTHERLAND KITCHEN, LLC

RECITALS

WHEREAS, the MOTHERLAND KITCHEN, LLC (hereinafter "BUSINESS") was originally approved by Mayor and Council for a Main Street Startup Grant in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the BUSINESS was deemed ineligible by the State of Maryland after local approval; and

WHEREAS, the CITY still wishes to support the BUSINESS in their effort to open a new restaurant within the City's Main Street District of its corporate boundaries (referred to as the "Project") using local funding; and

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

WHEREAS, the BUSINESS intends to operate a business at a vacant property located within the City limits at 55-57 S. Potomac Street, Hagerstown, Maryland;

WHEREAS, the BUSINESS further agrees to develop and retain sufficient documentation, as described herein below, for each instance of assistance provided to the BUSINESS; and

WHEREAS, the parties hereto shall execute the attached FINANCIAL INCENTIVE AGREEMENT;

WHEREAS, the execution of this FINANCIAL INCENTIVE GRANT AGREEMENT SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT(S) entered into by these parties and pertaining to the same subject matter; and

WHEREAS, the Mayor and City Council of the City of Hagerstown deem it in the best interests of the citizens of Hagerstown to enter into the attached FINANCIAL INCENTIVE AGREEMENT

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

- 1. That the aforegoing recitals are incorporated herein as if fully set forth.
- 2. That the City of Hagerstown be and is hereby authorized to execute the attached FINANCIAL INCENTIVE AGREEMENT, as may be amended as necessitated with approval of the City Administrator, with the BUSINESS, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST AS TO CORPORATE SEAL		MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND		
		By:		
Donna K. Spickler, City Clerk		William B. McIntire, Mayor		
D (1	4			
Date of Introduction:	August 12, 2025			
Date of Passage:	August 12, 2025			
Effective Date:	August 12, 2025			

PREPARED BY: SALVATORE & MORTON, LLC CITY ATTORNEYS

FINANCIAL INCENTIVE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND Motherland Kitchen, LLC

This Agreement is entered into as of thi	s day of	, 2025 by and
between the CITY OF HAGERSTOWN, a bod	ly corporate and political su	abdivision of the State of
Maryland, (herein called the "CITY"), and Mot	therland Kitchen, LLC ("he	erein called " "BUSINESS"
The BUSINESS and the CITY are sometimes h	nereinafter referred to colle	ctively as the "PARTIES."

WHEREAS, the BUSINESS was originally approved by Mayor and Council for a Main Street Startup Grant in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the BUSINESS was deemed ineligible by the State of Maryland after local approval; and

WHEREAS, the CITY still wishes to support the BUSINESS in their effort to open a new restaurant within the City's Main Street District of its corporate boundaries (referred to as the "Project") using local funding; and

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

WHEREAS, the BUSINESS intends to operate a business at a vacant property located within the City limits at 55-57 South Potomac Street, Hagerstown, Maryland;

WHEREAS, the BUSINESS further agrees to develop and retain sufficient documentation, as described herein below, for each instance of assistance provided to the BUSINESS; and

WHEREAS, the parties hereto have duly executed this FINANCIAL INCENTIVE AGREEMENT; and

WHEREAS, the execution of this FINANCIAL INCENTIVE GRANT AGREEMENT SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT entered into by these parties and pertaining to the same subject matter.

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

GRANT APPROVAL

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

2. <u>SCOPE OF SERVICE</u>

The BUSINESS shall be responsible for execution of the Project in a manner satisfactory to the City. Such Project shall include the following activities or expenses eligible under the program:

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

3. BUDGET

The City shall disburse to the BUSINESS or directly to the Property Owner its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, as identified in Exhibit A.

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

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

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

4. PAYMENT

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

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

5. PERFORMANCE MONITORING

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

If action to correct such substandard performance is not taken by the BUSINESS 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:

<u>CITY OF HAGERSTOWN</u>	BUSINESS Motherland Kitchen, LLC
Christopher Siemerling Economic Development Specialist City of Hagerstown	BY:Name and Title of signatory
14 N. Potomac Street, Suite 200A Address	Address
Hagerstown, Maryland 21740 City, State and Zip	City, State and Zip
Telephone: <u>301-739-8577 ext. 822</u>	Telephone:
Email: csiemerling@hagerstownmd.org	Email:

7. GENERAL CONDITIONS

A. <u>Independent Contractor</u>

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 BUSINESS 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 BUSINESS are an independent contractor.

B. Hold Harmless

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

C. Workers' Compensation

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

D. <u>Insurance and Bonding</u>

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

E. Amendments

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

The City may, in its discretion, amend this Agreement to conform with 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 BUSINESS.

8. <u>ADMINISTRATIVE REQUIREMENTS</u>

A. Reporting

1. Progress Reports

At such times and in such forms as the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require BUSINESS to submit quarterly reports which shall include a brief project progress summary, as applicable. BUSINESS shall maintain such records for a period of three (3) years and allow City full access to said records upon request.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of BUSINESS as set forth hereinabove. The City and BUSINESS reserve the mutual right to publish and/or make public the reports or other results of services under this Agreement.. Quarterly reports shall be submitted in accordance with the following reporting schedule:

Quarter End Date	BUSINESS Due Date
06/30/2025	07/07/2025
09/30/2025	10/07/2025
12/31/2025	01/07/2026

Deadline in Exhibit A

9. CONDUCT

A. Assignability

The BUSINESS 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 BUSINESS from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

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

The BUSINESS 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 BUSINESS further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. 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.

10. <u>SEVERABILITY</u>

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.

11. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the BUSINESS 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.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the BUSINESS 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 BUSINESS with respect to this Agreement.

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

THE MAYOR AND CITY COUNCIL OF HAGERSTOWN	BUSINESS OWNER/BUSINESS MOTHERLAND KITCHEN, LLC
By:	By:
William B. McIntire	
Title: Mayor_	Title:
Date:	Date:

EXHIBIT A GRANT APPROVAL

The Business was approved for a Main Street Start Up Grant by the Mayor and City Council on 4/22/25. Following local approval, the State of Maryland determined ineligibility. The City desires to maintain approval for the business using local funding. The City is using the Business' Main Street Start Up Grant Application for the Financial Incentive Agreement.

Financial Incentive Agreement

Exhibit A Grant Approval

Ms. Sabina Jules Motherland Kitchen, LLC 55-57 S. Potomac Street Hagerstown, MD 21740 antiley@yahoo.com 770-402-7077

Grant Approval
Sabina Jules

Motherland Kitchen, LLC

Property Address: 55-57 S. Potomac Street

Grant Amount: Up to \$34,329

Rental Assistance Grant Component: \$17,910*
Business Improvement Grant Component: \$16,419

Minimum Required Match: Up to \$16,419

Total Business Improvement Grant and Minimum Required Match: Up to \$32,838

(Submitted receipts must total at least this amount.)

Total Project Costs: \$50,748

Approval Date: Effective Upon Final Signatures of the Financial Incentive Agreement

Approval Status: [X] In Progress

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

Financial Incentive Agreement

Project must Start: Within 3 Months from Final Signatures of the Financial Incentive

Agreement

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

*Note- Business owner will need to provide demonstration of paid expenses with receipt submitted related to the Common Area Maintenance (CAM) fees at the end of the 6-month period. These receipts shall be in paid invoice form from the landlord.

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

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

- project is completed.
- 7. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
- 8. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
- 9. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.
- 10. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
- 11. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
- 12. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
- 13. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.



MAIN STREET STARTUP GRANT Application Form

Property Information
Property Address: 55 5 Potomyc ave Hagerstown, MD Zip 21740
Applicant Information:
Name: SabiNA JULES
Company: MOTHERLITHD KITCHEN
Address: 7800 Biggs ford rd
City: Frederick State: MD Zip Code; 217
Phone: 7-70 402 7077 Email: antilegeryaharam Website: Mollredand Cit
Are you a For-Profit Business? (Yes) No)
Have You Received Project Restore Funds In The Past? (Yes No)
Project Information
xpected Start Date: May 1, 2025
xpected Completion Date: June 30, 2025
10100

Total Project Cost: \$ 68,658

Grant Request Amount (Max \$50,000): \$ 34,329

Project Square Feet: 1,394 sqft

Has the property been vacant, and if so, for how long? (Yes / No) Vacant Since $\frac{10}{24}$ (month/year)

Terms of Lease:

Lease Start Date: Tune 1, 25 Number of years: 5 years

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

new jobs

Proposed Project Expenses

		Sources of Film	of Funds (1:1 Match)	
Item Electrical Upgrade	Total	Business Owner	Grant Funding	
Plumbing Upgrade	S			
Bathroom Upgrade	5			
HVAC Upgrades				
Accessibility Upgrade	25			
Marketing Bushess ands & Flyers	500	250	2SD	
Business Rent Business Ent NN/expense Other reserve	28,800 7020	14,400	14,400	
Eauipment Tables Sixtures	32,838	16,419	16,419	
AND TOTAL	68,658	34,329	34,329	

Required Attachments:

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- ☐ Narrative Description of Project (Development Plan) to Include:
 - o Description of the Project including renovations, improvements, and upgrades to existing facilities;
 - Description of planned occupancy; and
 - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
 - Information on the team completing the project, including:
 - Business Owner(s)
 - Property Owner(s)
 - Architects

	 Contractors
	Business Plan
	Project Timeline
	Project budget and contractor cost estimates itemizing the scope of work for the project
	If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
П	Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
П	Photo(s) including 1 front, street view of the property
П	Design Plans/Floor Plans
	Completed Vendor Forms
	Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

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

Sabina Inles	3/10/2025
Applicant's Signature	Date

Return to:

City of Hagerstown Department of Community & Economic Development 14 N. Potomac, Suite 200A, Hagerstown, MD 21740

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

Quote #	Vendor	Service	Eligible Amount	Ineligible Amount	Notes
Quote#	BCO Management Company,	6-Month's Base Rent	\$ 14,400.00	\$ -	5-year lease with an exit option clause after 3-years \$2,400/mo base rent
2	BCO Management Company, LLC	CAM	\$ 3,510.00	\$ -	"Up to" \$585/mo CAM. Business owner will need to provide paid invoices in order to be reimbursed the final paid amount after 6months. Must be in invoice form.
Eligible Ren	Eligible Rental Assistance Grant Component		\$ 17,910.00		
Quote #	Estimate #	Category	 Eligible Amount	Ineligible Amount	Notes
3	Estimate 1	Reach In Refrigerator	\$ 1,699.00		
3	Estimate 1	Reach In Freezer	\$ 4,259.00		
3	Estimate 1	Reach In Refrigerator	\$ 1,949.00		
3	Estimate 1	Hot Food Table	\$ 4,239.00		
3	Estimate 1	10 Burner Range w/ Ovens	\$ 2,469.00		
3	Estimate 1	Breakroom Tables (10)	\$ 2,584.90		
3	Estimate 1	Booths	\$ 4,824.90		
3	Estimate 1	Other Kitchen Equipment	\$ 3,485.56	\$ 102.45	Ineligible - bags and paper cups would count a inventory
4	Estimate 2	General Equipment	\$ 1,167.28		
5	Estimate 3	Marketing	\$ 500.00		Menu design, flyers, business cards.
6	Estimate 4	Café Table Tops + Bases (20)	\$ 3,609.60		
6	Estimate 4	Other Kitchen Equipment	\$ 1,777.57		
7	Estimate 5	General Equipment	\$ 272.96		
TOTAL			\$ 32,837.77	\$ 102.45	
DECEMBER OF THE PARTY OF THE PA	iness Improvement Grant Com	ponent	\$ 16,418.89	\$ -	

-

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020078

Created 3/3/2025

Bill to

Ship to

Your Contact

Estimate

sabina

Sabina Jules motherland Kitchen

7800 BIGGS FORD RD

545 long lane

Quote Dept.

Gettsburg

Frederick, MD 21701-2500

Gettysburg, MD 17325-2530

Quote Valid

Thru 3/17/2025

Customer Phone

Email Address

7704027077

antiley@yahoo.com

Quote

Item		Weight (Estimated)	Unit Price	QTY	Total
600GKM3448	Regency 48" Mobile Gas Connector Hose Kit with 2 Elbows, Full Port Valve, Restraining Device, and Quick Disconnect - 3/4"	6.96 lbs	\$119.99	2	\$239.98
303SCLB55LGY	Acopa Condesa 5.5 oz. Warm Gray Scalloped Porcelain Fruit Dish - 36/Case	18.90 lbs	\$96.99	1	\$96.99
303COLOR11RD	Acopa Capri 4.5 oz. Passion Fruit Red Stoneware Fruit Bowl / Monkey Dish - 48/Case	24.39 lbs	\$104.99	1	\$104.99
966UPWIDEB	OneUp by Choice White 2-Ply Wide Interfold 6 1/2" x 8 1/2" Dispenser Napkin - 6000/Case	16.82 lbs	\$27.49	2	\$54.98
50010W100	Choice 10 oz. White Poly Paper Hot Cup and Lid - 100/Pack	3.86 lbs	\$14.99	1	\$14.99
50012W100	Choice 12 oz. White Poly Paper Hot Cup and Lid - 100/Pack	3.48 lbs	\$15.99	1	\$15.99
50016W100	Choice 16 oz. White Poly Paper Hot Cup and Lid - 100/Pack	4.40 lbs	\$16.49	1	\$16.49
330DSW	Elite Global Solutions DS Merced 5 5/8" White Coffee Saucer - 6/Case	2 lbs	\$21.49	1	\$21,49

375C1001W	GET C-1001-W Diamond White 18 oz. Mug - 12/Case	5.50 lbs	\$59.99	1	\$59.99
177CU100ETL	Avantco CU100ETL 100 Cup (500 oz.) Double Wall Stainless Steel Coffee Urn / Coffee Percolator - 1500W, ETL	13.01 lbs	\$88.49	2	\$176.98
382CM16DBL	Carnival King CM16DBL 16" Dual Steel Crepe Maker - 208/240V	55 lbs	\$334.99	1	\$334.99
3411200IVY	NatraHedge 1200 Series 20" x 20" Artificial Ivy Wall Panel - 12/Case	17 lbs	\$129.99	1	\$129.99
3411200MAUI	NatraHedge 1200 Series 20" x 40" Artificial Maui Living Wall Panel - 5/Case	25 lbs	\$174.99	1	\$174.99
959840425N13	Libbey 840-425N-13 Porcelana 9" Round Bright White Narrow Rim Porcelain Plate - 24/Case	31.80 lbs	\$59.70	1	\$59.70
267320008	Acopa Edgewood 8 1/2" Stainless Steel Heavy Weight Dinner Knife - 12/Case	2.48 lbs	\$14.49	2	\$28.98
267320005	Acopa Edgewood 7 1/2" 18/0 Stainless Steel Heavy Weight Dinner Fork - 12/Case	1.33 lbs	\$6.89	5	\$34.45
92246917	Vollrath 11 5/8" Stainless Steel Solid Basting Spoon with Black Kool-Touch® Handle 46917	0.28 lbs	\$12.99	5	\$64.95
92246899	Vollrath 4689960 15" Tan High Heat Nylon Prep Spoon	0.20 lbs	\$7.99	5	\$39.95
844SCRAPR35	Choice 3' x 5' Black Rubber Ridge-Scraper Top Anti-Slip Safety Mat - 1/4" Thick	18 lbs	\$34.99	1	\$34.99
178GDS47HCB	Avantco GDS-47-HC 53" Black Customizable Sliding Glass Door Merchandiser Refrigerator with LED Lighting	480 lbs	\$1,699.00	1	\$1,699.00
959438C	Libbey 840-438C Porcelana Coupe Plate 10 1/2" Bright White Round Porcelain - 12/Case	25 lbs	\$61.99	2	\$123.98
178SS3FHC	Avantco SS-3F-HC 81 5/16" Stainless Steel Solid Door Reach-In Freezer	651 lbs	\$4,259.00	1	\$4,259.00

178Å49RHC	Avantco A-49R-HC 54" Solid Door Reach-In Refrigerator	445 lbs	\$1,949.00	1	\$1,949.00
4735SFRY11X	Vigor SS1 Series 11" Stainless Steel Non-Stick Fry Pan with Aluminum-Clad Bottom and Excalibur Coating	3.60 lbs	\$29.99	2	\$59.98
4735SBRZR20	Vigor SS1 Series 20 Qt. Stainless Steel Aluminum-Clad Heavy-Duty Brazier with Cover	16.22 lbs	\$82.99	1	\$82.99
471PASTA20KT	Choice 5-Piece Vegetable and Pasta Cooker Set with 20 Qt. Aluminum Pot and 5 Qt. Stainless Steel Insets	12 lbs	\$94.49	1	\$94.49
473SSBRZR30	Vigor SS1 Series 30 Qt. Stainless Steel Aluminum-Clad Heavy-Duty Brazier with Cover	24.77 lbs	\$124.99	1	\$124.99
88534622	Town 34622 40 Qt. Aluminum Steamer Water Pan	6.40 lbs	\$67.79	1	\$67.79
473SSPOT12	Vigor SS1 Series 12 Qt. Heavy-Duty Stainless Steel Aluminum-Clad Stock Pot with Cover	7.61 lbs	\$47.49	4	\$189.96
600TSB2436S	Regency 24" x 36" 16-Gauge Stainless Steel Commercial Work Table with 4" Backsplash and Undershelf	53.86 lbs	\$219.99	1	\$219.99
600T3072G	Regency 30" x 72" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	88.50 lbs	\$244.99	2	\$489.98
180MW1000D	Solwave Stainless Steel Commercial Microwave with Dial Control - 120V, 1000W	36.72 lbs	\$214.00	2	\$428.00
109B5BSBM	Advance Tabco B5-240-B-SB Enclosed Base Everyday Buffet Stainless Steel Five Pan Electric Hot Food Table - Open Well, 208/240V	390 lbs	\$4,239.00	1	\$4,239.00
351S60N	Cooking Performance Group S60-N Natural Gas 10 Burner 60" Range with 2 Standard Ovens - 360,000 BTU	731 lbs	\$2,469.00	1	\$2,469.00
384BTT304801	Correll 30" x 48" Rectangular Walnut Finish Standard Height High Pressure Cafe / Breakroom Table with Two T Bases	84 lbs	\$258.49	10	\$2,584.90
132AS36	American Tables & Seating 46" Long Plain Single Back Fully Upholstered Booth - 36" High	82 lbs	\$482.49	10	\$4,824.90

351CASTER6	Cooking Performance Group 351CASTER6 6 3/4" Range Plate Casters - 6/Set	16.74 lbs	\$0.00	1	\$0.00
ATS5T	1. Upholstery: G4: Armada Red Sail Vinyl [ARM-116-M]	0	\$0.00	10	\$0.00
ATS5T	2. Welt Cord: G4: Armada Atlantic Mist Vinyl [ARM-100-M]	0	\$0.00	10	\$0.00
			Subtotal		\$25,612.81
			Tax		\$0.00
* Quotes mus	st be ordered through our website.		Total		\$25,612.81

Instruction / Additional Information

No additional information entered. * This quote is valid with original information supplied by customer. Any modification could change quoted prices.

^{*} Please note: all prices are subject to change. Shipping charges and tax are estimated. Quote Generated By Quote Dept.

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020188

Created 3/4/2025

Eslimate

Bill to

sabina

Ship to

Sabina Jules

motherland Kitchen

7800 BIGGS FORD RD

545 long lane

Gettsburg

Frederick, MD 21701-2500

Gettysburg, MD 17325-2530

Your Contact Quote Dept.

Quote Valid

Thru 3/18/2025

Customer Phone

Email Address

7704027077

antiley@yahoo.com

Quote

Item		Weight (Estimated)	Unit Price	QTY	Total
177F102	Avantco F102 20 lb. Dual Tank Electric Countertop Fryer - 120V, 3500W	25 lbs	\$208.99	1	\$208.99
928BX2100E	AvaMix BX2100E 3 1/2 hp Commercial Blender with Touchpad Control, Timer, Adjustable Speed, and 64 oz. Tritan™ Container - 120V	13.93 lbs	\$274.99	1	\$274.99
2713647536KT	Lavex 36" x 5" All-In-One Cotton Dust / Dry Mop with 60" Handle	7 lbs	\$16.49	1	\$16.49
275MF18BLWKT	Lavex 18" Microfiber Wet / Dry Mop Kit with 12 Pads	2.82 lbs	\$29.99	1,	\$29.99
274MOPKITYE	Lavex Wet Mop Kit with 35 Qt. Yellow Mop Bucket, Wet Floor Sign, Handle, and 12 Mop Heads	20 lbs	\$67.99	1	\$67.99
274MOPBCKTIN	Lavex 35 Qt. Yellow Institutional Mop Bucket	17.65 lbs	\$44.99	1	\$44.99
81A504236	Oasis 504236 BPO1SHS 5 Gallon Atlantis Contemporary White Hot / Cold Top Load Water Cooler	38 lbs	\$334.99	1	\$334.99
			Subtotal		\$978.43
			Shipping		\$122.77

Tax

\$66.08

Total

\$1,167.28

* Quotes must be ordered through our website.

Instruction / Additional Information

No additional information entered. * This quote is valid with original information supplied by customer. Any modification could change quoted prices.

* Please note: all prices are subject to change. Shipping charges and tax are estimated. Quote Generated By Quote Dept.



Quote

Frederick, MD 21701 Phone: (703) 651-6437 milton@senormarketing.com SenorMarketing.com Date: Invoice #: 3/4/25

re #:

Motherland

Bill To:

Sabina Jules Motherland Kitchen LLC 57 S Potomac Ave Hagerstown, MD 21742



Quantity	Description	Lydle.	Unit	price	Amo	unt
1	Menu Design		\$	200.00	\$	200.00
1	Business Card Design		\$	150.00	\$	150.00
1	Marketing Flyer		\$	150.00	\$	150.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
Subtotal	The state of the s				\$	500,00
				Credit	\$	
Make all che- have any que	cks payable to Señor Marketing, If you estions concerning this invoice, contact			Tax		
	ndez at (703) 651-6437,		Baland	ce due	\$	500.00

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020863

Created 3/10/2025

Bill to

sabina

Ship to

Sabina Jules

motherland Kitchen

7800 BIGGS FORD RD

Gettsburg

Frederick, MD 21701-2500

545 long lane

Gettysburg, MD 17325-2530

Your Contact

Quote Dept.

Quote Valid

Thru 3/24/2025

Customer Phone

7704027077

Email Address antiley@yahoo.com

Quote

Item		Weight (Estimated)	Unit Price	QTY	Total
247ICEB6HLSK	Vigor 6 Gallon Blue Polycarbonate Ice Tote Kit with 64 oz. Scoop, Scoop Holder, Lid, and Hanger	3.89 lbs	\$49.49	1	\$49.49
475BU20155GY	Lavex 20" x 15" x 5" Gray Polypropylene Utility Bin	1 lbs	\$4.49	2	\$8.98
475BU7LBKKT	Lavex 20" x 15" x 7" Black Polypropylene Utility Bin with Lid	1.55 lbs	\$6.99	6	\$41.94
407MIXHDN16	Choice 16 Qt. Heavy Weight Stainless Steel Mixing Bowl	5.50 lbs	\$14.99	1	\$14.99
17630MXBSKIT	Choice 30 Qt. Standard Weight Stainless Steel Mixing Bowl and Stand with Locking Casters	18 lbs	\$104.99	1	\$104.99
407SSMXBSB8	Choice 8 Qt. Stainless Steel Mixing Bowl with Silicone Bottom	0.72 lbs	\$15.49	2	\$30.98
220KNCHEF10Y	Choice 10" Chef Knife with Neon Yellow Handle	0.52 lbs	\$9.89	1	\$9.89
220KCHEF6BL	Choice 6" Chef Knife with Blue Handle	0.29 lbs	\$7.19	1	\$7.19

220KCHEF6RD	Choice 6" Chef Knife with Red Handle	0.29 lbs	\$7.19	1	\$7.19
470M18010	Mercer Culinary M18010 Millennia® 10" "The Wide Chef" Chef Knife	0.77 lbs	\$22.49	1	\$22.49
220KWCHEF8	Choice 8" Chef Knife with White Handle	0.39 lbs	\$6.59	2	\$13.18
40724185KIT	Choice 24" x 18" x 1/2" 7-Piece Polyethylene Cutting Board Kit	22.82 lbs	\$99.99	1	\$99.99
959840360009	Libbey 840-360-009 Porcelana 15 oz. Bright White Porcelain Oatmeal Bowl - 36/Case	37.19 lbs	\$59.49	1	\$59.49
42022541	Hirsh Industries 22541 30" x 12" x 60" Black Five-Shelf Boltless Shelving Unit with Particleboard Decking	24 lbs	\$72.99	2	\$145.98
475TC32GYКІТ	Lavex 32 Gallon Gray Round Commercial Trash Can with Lid and Dolly	13 lbs	\$54.99	1	\$54.99
8449100	Justrite 6 Gallon Red Hands-Free Oily Waste Can	3,80 lbs	\$79.57	1	\$79.57
475WH23ВККТ	Lavex 23 Gallon Black Slim Rectangular Trash Can and Black Drop Shot Lid	11.39 lbs	\$35.99	2	\$71.98
176FLTWRSS4	Choice Four Hole Square Stainless Steel Flatware Organizer with Perforated Stainless Steel Cylinders	4 lbs	\$34.49	1	\$34.49
274RKCLAPPEG	Noble Products Full-Size All Purpose Peg Rack with Closed Sides	4.30 lbs	\$15.99	1	\$15.99
176NDTBK	Choice Black Tall-Fold Two-Sided Tabletop Napkin Dispenser	1.24 lbs	\$6.99	2	\$13.98
164CMLBVLBKD	Lancaster Table & Seating Black Finish Ladder Back Chair with 2 1/2" Light Brown Vinyl Padded Seat - Detached Seat	13 lbs	\$44.49	20	\$889.80
384CT304216	Correll 30" x 42" Fusion Maple Finish Rectangular High Pressure Bar & Cafe Table Top	47 lbs	\$142.49	20	\$2,849.80



Lancaster Table & Seating Cast Iron 22" x 30" Black 3" Standard Height Column Table Base

21.52 lbs

\$37.99

20

\$759.80

Subtotal

\$5,387.17

Tax

\$0.00

Total

\$5,387.17

* Quotes must be ordered through our website.

Instruction / Additional Information

No additional information entered. * This quote is valid with original information supplied by customer. Any modification could change quoted prices.

* Please note: all prices are subject to change. Shipping charges and tax are estimated. Quote Generated By Quote Dept.



Search everything at Walmart online and in store

Qty 1

Remove

Remove

B Departments ∨ 88 Services V Fashion Home Tech Pharmacy Delivery New Easter Baby Days Saved for later ^ 2 items Move to cart Move to cart Now \$248.00 \$24.96 5329.99 Mount-It! Full SAMSUNG 50" Motion TV Wall Class DU6900 Mount with Swive... Crystal UHD 4K... Qty1

Verification of Cash Funding

Finance Plan for project shows \$32,837.77 in Cash Fu	nding.
Staff have received, filed and reviewed the applicant's more than \$32,837.77 in cash funds available.	submitted cash statement and confirms there is
Document(s) Received: [X] Bank Statement [] Other Cash Staten	nent:
Chris Siemerling, Economic Development Specialist	3/12/25 Date
Amanda Gregg, Finance specialist	8/12/25 Date

Sabina Jules - Motherland Kitchen, LLC

Applicant:

If Account Holder is not the same as the Applicant, email providing clarification must be attached.

COMMERCIAL LEASE

57 S. Potomac Street, Hagerstown, MD 21740

THIS LEASE ("Lease") is made as of the Effective Date as defined below), by and between BCO Management Company LLC, a Maryland limited partnership ("Landlord"), and Sabina L. Jules, a Maryland resident, dba "Motherland Kitchen LLC" (the "Tenant").

EXPLANATORY STATEMENT

Landlord owns a building commonly known as "The Georgian on South Potomac," comprising approximately 19,600 square feet of mixed use space, with an address of 55-57 S. Potomac Street, Hagerstown, MD 21740 (the "Building"). Tenant desires to lease from Landlord, and Landlord desires to Lease to Tenant, a portion of the Building identified as "Restaurant space at 57 S Potomac St" on the floorplan attached to this Lease as Exhibit A, consisting of 1,394 sf, more or less, which shall hereinafter be referred to as the "Leased Premises").

AGREEMENTS

Now, therefore, in consideration of the Explanatory Statement, which is incorporated into and made a part of this Lease, and in consideration of the mutual promises and covenants set forth herein, Landlord and Tenant hereby agree as follows:

1. Definitions.

- a) "Base Rent" is defined in Section 4.
- b) "Effective Date" shall be the first day on which all of the following have occurred: Landlord and Tenant have each signed this Lease, and Tenant has paid to Landlord the first month's rent and the Security Deposit. Tenant shall have no rights hereunder prior to the Effective Date.
- c) "Landlord's Address" shall mean 449 N. Potomac Street, Suite 2A, Hagerstown, MD 21740.
- d) "Lease Expiration Date" is the last date of the intended Lease Term, which is May 31, 2030.
- e) "Lease Year" shall mean one or more successive 12-month periods commencing (i) if the Rent Commencement falls on the first day of a calendar month, on the Rent Commencement Date, and (ii) if the Rent Commencement Date falls on any other day of the month, on the first calendar day of the immediately following calendar month. The Lease Years are specified in the table set forth in Section 4(a).
- f) "Occupancy Commencement Date" shall mean June 1, 2025, provided, that in no event may the Tenant occupy the Property prior to the Effective Date. Occupancy Commencement Date may be moved to an earlier date by an amendment with the written consent of both parties, in which case the Rent Commencement Date 1(h) and the Base Rent Payment Schedule 4(b) shall also be adjusted to reflect the new earlier dates.
 - g) "Premises" shall have the meaning set forth in the Explanatory Statement.
 - h) "Rent Commencement Date" shall mean June 1, 2025.
 - "Security Deposit" is defined in Section 20.





- j) "Tenant's Address" shall mean 7800 Biggs Ford Rd Suite B1, Frederick, MD 21701.
- k) "Total Base Rent" shall mean the sum of the Base Rent for the period commencing on the Lease Commencement Date and ending on the Lease Expiration Date.
 - 1) "UCC Collateral" is defined in Section 16.
- 2. <u>Leasing of Premises</u>. Landlord hereby leases to Tenant, and Tenant hereby leases to Landlord the Premises, subject to the terms and conditions of this Lease.

3. Term.

- a) This Lease shall be deemed effective and a binding obligation of the parties as of the Effective Date, and shall end on the Lease Expiration Date, if not extended by a written extension addendum, or otherwise terminated pursuant to the provisions of this Lease. The Tenant shall have the right to occupy the Premises commencing the Occupancy Commencement Date.
- b) Landlord or Tenant may, by written notice to the other given not later than February 1, 2028, terminate the Lease effective May 31, 2028, in which event, the Lease Expiration Date shall be deemed to be May 31, 2028.
 - c) Time is of the essence with respect to the parties' rights under this Section.

4. Base Rent; Payments.

- a) Tenant shall pay to Landlord, at the time this Lease is signed, or on such other date as Landlord shall agree (but in no event later than the first to occur of the Occupancy Commencement Date or Rent Commencement Date), the first month's rent and the Security Deposit. If the Rent Commencement Date does not fall on the first day of the calendar month, Tenant shall at the same time pay to Landlord prorated Base Rent for each day at a per diem rate calculated on the basis of a 360-day year, i.e., Tenant shall pay 1/360th of the annual Base Rent for the first Lease Year for the period commencing on the Rent Commencement Date and ending on the last day of the then current calendar month, inclusive.
- b) Except to the extent otherwise provided herein, Tenant shall pay the Landlord in the manner specified in Subsection (d) the Total Base Rent for the entire lease term by paying to Landlord the then applicable Monthly Base Rent, without demand, set-off, or deduction of any kind, as follows:

Lease Year	Period		Annual Base Rent	Monthly Base Rent
	Start	End		
Lease Year 1	06/ 1/ 2025	05/31/2026	\$28,800.00	\$2,400.00
Lease Year 2	06/ 1/ 2026	05/31/2027	\$22,248.00	\$1,854.00
Lease Year 3	06/ 1/ 2027	05/31/2028	\$22,915.44	\$1,909.62
Lease Year 4	06/ 1/ 2028	05/31/2029	\$23,602.90	\$1,966.91
Lease Year 5	06/ 1/ 2029	05/31/2030	\$24,310.99	\$2,025.92

c) If, and only if, (i) Tenant pays each amount due to Landlord hereunder prior to the date on which Landlord is entitled to assess a late fee with respect to such payment, and (ii) Tenant has not otherwise breached Tenant's obligations under this Lease, then Lessor will credit \$1400/mo for months 7-12 of Lease Year 1, making the monthly base rent payment \$1000/mo for months 7-12 of Lease Year 1 after the rent credit is applied.





- d) Tenant shall pay all amounts due Landlord through the designated online portal, (or by such other method as Landlord shall by written notice specify) and shall in addition pay fees charged by the portal. Landlord will accept checks only with Landlord's prior consent. If Landlord agrees to accept a check and it is dishonored, or if a payment due Landlord is reversed on the online portal, Tenant shall immediately pay to Landlord the amount owed, together with the sum of Fifty Dollars (\$50.00) to defray Landlord's expenses resulting therefrom, and any late fees applicable, all of which shall be deemed additional rent.
- e) Amounts received by Landlord from or on behalf of Tenant shall be applied first to attorneys' fees and costs of enforcement reasonably incurred, then to amounts expended by Landlord to cure a breach or default by Tenant, then to dishonored check fees, then to late fees and interest, then to operating expenses, then to any charges deemed additional rent, then to any other amount owed hereunder other than Base Rent, and lastly to Base Rent, provided, that Landlord in Landlord's reasonable discretion may apply such sums in any other commercially reasonable manner.

Late Fees, Interest, Returned Checks, and Additional Rent.

- a. Late Fees. In addition to and not in lieu of any other remedy provided by this Lease, with respect to any amount owed by Tenant to Landlord and not received by Landlord within five (5) days of when due, Tenant shall without further notice or demand owe and pay to Landlord a late fee equal to five (5.0%) of the amount overdue. Such fee shall apply whether such amount is Base Rent, additional rent, or otherwise, but shall be charged only once as to any particular sum due.
- b. Interest. Any sum not paid by Tenant to Landlord when due, whether Base Rent or otherwise, shall accrue interest from the date originally due at a rate of eighteen percent (18.0%) per annum, accruing monthly on the basis of a 360 day year comprised of 12 30-day months. If Landlord expends funds to correct Tenant's breach or default, or to enforce the terms of this Lease, such amounts shall accrue interest at such rate as of the date of such expenditure.
- c. Additional Rent. All amounts due from Tenant to Landlord under this Lease, whether Base Rent, late fees dishonored check fees, interest, or otherwise, are deemed additional rent and collectible as such to the full extent permitted by law.

6. Operating Expenses.

- a. *Expenses*. Tenant shall be responsible for and pay as additional rent, either to Landlord or, at Landlord's sole option, to Landlord's designee, expenses as follows:
- i. One Hundred Percent (100.0%) of repairs, maintenance, and any other expenses to the extent such expenses are related solely to the Tenant's Premises and not the premises of other tenants nor the common areas;
- ii. Fourteen Percent (14.0%) of water and sewer expenses incurred during the term;
- iii. Seven and One-Tenth Percent (7.1%) of all other expenses whatsoever incurred in connection with the Building, including, without limitation, property taxes and assessments, casualty or liability insurance premises, property management fees, repairs and maintenance of the Building not described by Subsection (i), and utility expenses not described by Subsection (ii).
- iv. To the extent any third party's invoice or bill for any expense described by this Section covers a period commencing before the beginning of the lease term but including part of the lease term, or a period ending after the end of the lease term but including part of the lease term, such shall be pro-rated on a per diem basis based on a 360-day year.





b. Expense Reserve.

- (i) Tenant shall pay to Landlord each month at the time Basic Rent is due the amount that Landlord, in Landlord's reasonably exercised discretion, estimates is one-twelfth (1/12th) of Tenant's projected liability for expenses hereunder for the following twelve (12) months. The accumulating balance of such payments shall hereinafter be referred to as the "Expense Reserve." Until such time as Landlord revises such estimate by written notice to Tenant, Tenant's initial payment towards the Expense Reserve shall be Five Hundred Eighty-Five Dollars (\$585.00) per month.
- (ii) Landlord shall pay Tenant's applicable share of expenses described by Section 6.a. from the Expense Reserve if there are sufficient funds in the Expense Reserve to do so. If, at the time a bill is due, the amount due exceeds the Expense Reserve, Landlord, in Landlord's sole discretion, may (A) make a partial payment towards such expense, and send subsequent payments upon collection of subsequent payments by Tenant into the Expense Reserve; (B) transmit to Tenant a copy of the bill and a written notice communicating the current balance of the Expense Reserve and the shortfall, in which event, Tenant shall within ten (10) days of the date of such notice pay such shortfall to the Expense Reserve or, if Landlord so requests, to the party to whom the expense is owed, whereupon Tenant shall provide evidence to Landlord of such payment; (C) pay such expenses from Landlord's own funds, in which event, interest shall accrue thereon at the rate specified in Section 4.c with respect to the portion of the expense for which Tenant is responsible; and/or (D) undertake any other commercially reasonable acts, steps or procedures.
- (iii) In the event any sum owed by Tenant to Landlord has not been paid when due, after any applicable cure period Landlord may at Landlord's sole option deduct some or all of such sum from the Expenses Reserve, and give notice to Tenant that the Expense Reserve is insufficient to meet pending expenses, in which event Tenant shall within ten (10) days pay as additional rent the amount necessary to restore the balance to the Expense Reserve to the amount of the Expense Reserve prior to such reimbursement of expenditures.
- (iv) Landlord may from time to time by written notice to Tenant increase or decrease the amount which Tenant is obligated to pay into the Expense Reserve based upon Landlord's reasonably exercised determination of the amounts necessary to pay the expenses described in this Paragraph.
- (vi) Landlord shall at all times maintain an accounting of the Expense Reserve, and will, upon Tenant's reasonable written request, provide to Tenant an accounting of all monies collected and expended from the Expense Reserve.
- (vii) Landlord shall have no obligation to maintain the Expense Reserve separate and apart from Landlord's funds, nor to pay Tenant interest on the Expense Reserve.
- (vii) Notwithstanding anything in this Lease to the contrary, Tenant, not Landlord, is responsible for all sums owed pursuant to this Paragraph. Landlord's management of the Expense Reserve is for the benefit of Tenant, to ensure that Tenant is able to pay all sums owed pursuant to this Section when due. Except in the event of Landlord's intentional misconduct or gross negligence, Landlord shall have no liability with respect to Landlord's management of the Expense Reserve, other than to account for all sums paid into the Expense Reserve by Tenant.
- (viii) Upon the termination or expiration of the term of this Lease, Landlord shall, after the payment of any expenses that are Tenant's obligation hereunder, refund any excess to Tenant in the same manner as Landlord shall refund the Security Deposit as provided in Section 18, provided, that





if Tenant's liability to Landlord exceeds the amount of the Expense Reserve and Security Deposit, nothing herein shall be construed to limit Landlord's right to recover the same from Tenant.

7. <u>Use; Compliance with Laws</u>.

- a. Generally. Tenant shall use and occupy the Premises solely for restaurant purposes, and shall ensure that Tenant's guests and invitees do the same. Tenant shall at all times conduct the operation of its business in a professional, respectable manner and in accordance with this Lease, all applicable laws and regulations, and any additional rules that Landlord may reasonably promulgate.
- b. Compliance With Laws. Tenant shall, at its own expense, observe, comply with and execute all laws, orders, rules, requirements and regulations of any and all governmental departments, bodies, bureaus, agencies and officers, and all rules, directions, requirements and recommendations of the local board of fire underwriters and the fire insurance rating organizations having jurisdiction over the area in which the Premises are situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the Premises are situated, in any way pertaining to the Premises or the use and occupancy thereof and the conduct of the Tenant's business therein. In the event Tenant shall fail or neglect to comply with any of the aforesaid laws, orders, rules, requirements or recommendations, Landlord or its agents may enter the Premises and take all such action and do all such work in or to the Premises as may be necessary in order to cause compliance with such laws, orders, rules, requirements or recommendations, and Tenant shall reimburse Landlord within five (5) business days of Landlord's demand all costs associated with taking such action and performing such work in accordance with the provisions of Paragraph 5 of this Lease, and may in addition charge to and collect from Tenant an administrative fee as set forth in Section 17.
- c. *Cleanliness*. Tenant shall keep the Premises clean consistent with all applicable laws, codes, and regulations, and to Landlord's reasonable satisfaction.
- d. using a code that will be provided, which Landlord may change from time to time with prior notice.
- e. Keys. Landlord shall supply to Tenant a set of keys. Tenant may not change the locks without Landlord's prior written consent and without providing to Landlord a complete set of the new keys. A breach of this paragraph by Tenant shall be conclusively deemed a default of this Lease.
- f. Signs and Lighting. Tenant is responsible for designing, obtaining proper historical and city approvals for, installation and maintenance of any business or other signs and signage and lighting for the leased Premises. Tenant is solely liable for any violations or citations or other incidents related to signage or lighting for the leased Premises. Tenant shall not erect or change any signage visible from the exterior of the Premises without Landlord's express written consent.

8. Utilities.

- a. Gas and Electric. Tenant shall apply for electrical service for the leased Premises from Hagerstown Light Dept and be solely responsible for electric utility costs for the leased Premises. Tenant shall apply for natural gas service for the leased Premises from a local natural gas supplier, and shall be solely responsible for the costs for new gas service connection, gas line pressure tests and permits, and natural gas utility costs for the leased Premises.
 - b. Water and Sewer. See 6 (a) (ii).
- c. Interruption. Except in the event of Landlord's gross negligence or intentional misconduct, under no event shall Landlord be liable for any interruption in utility service.
 - 9. Acceptance of Premises As-Is; Alterations.





- a. As-Is. Tenant has inspected the Premises and hereby accepts delivery of the Leased Premises "as is, where is" except:
- i. Landlord shall purchase and install a water heater, commercial sink, hand sink, and one 6-foot ducted vent hood with fire alarm sensor for the kitchen area, and Tenant shall thereafter be responsible for the maintenance of these and all other fixtures in the leased Premises;
- ii. Landlord will purchase and install LVP or similar flooring for the dining/seating area only, which material shall be at Landlord's sole discretion, in a color and/or pattern to be mutually agreed upon by Landlord and Tenant, at a cost not to exceed \$1.75/sf, excluding underlayment and installation costs, where Tenant shall thereafter be responsible for the maintenance of these and all other flooring in the leased Premises; and
- iii. Landlord will paint the interior walls of the dining/seating area a solid color to be mutually agreed upon by Landlord and Tenant, with Tenant thereafter responsible for maintenance of the paint and decor in the leased Premises.
- b. Without limiting the foregoing, Tenant shall be responsible for other costs necessary to ready the Premises for Tenant's use, including, but not limited to, purchase and installation of appliances, equipment, trade fixtures, and furniture. Tenant may use contractors or subcontractors referred by Landlord, or other duly licensed professionals approved by Landlord, at Tenant's expense. Tenant's renovations shall be subject to the requirements of this Section.
- c. Tenant shall not commence operations until all permits required to operate a restaurant in the Premises have been issued.
- d. Landlord expressly disclaims all representations and warranties with respect to the Leased Premises except for the warranty of quiet enjoyment.
- e. Landlord's Consent to Renovations. Tenant may not alter or renovate the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant, upon requesting such consent, shall provide to Landlord prior to commencement of such alterations detailed plans of such alterations along with any drawings, diagrams, plans, or other documentation depicting or detailing such renovations in Tenant's possession, a list of the contractors, subcontractors, materialmen and agents who will perform the alterations, and the costs of such renovations, together with copies of all proposed contracts with such persons.
- f. Conditions for All of Tenant's Renovations and Alterations. The following terms and conditions shall apply to any alterations or renovations performed by or at the direction of Tenant:
- (i) Tenant shall use only duly licensed contractors to perform the alterations. Tenant and Tenant's contractors or agents shall procure all required permits or approvals prior to commencement of any alterations requiring such permits or approvals, shall perform all alterations in a workmanlike manner using skilled tradesmen and supplies and materials of good quality, in strict accordance with the plans and documents submitted to Landlord, and in compliance with any conditions or restrictions imposed by Landlord after reviewing such documentation. Tenant shall complete the work in accordance with all applicable laws, including, without limitation, the Americans with Disabilities Act.
- (ii) Tenant shall enter into a contract with each contractor or other person who will perform alterations. Such contract shall include such terms as Landlord may reasonably require, including, but not limited to: that the work shall be done in a workmanlike manner in accordance with the approved plans and specifications submitted to Landlord and, where applicable, to permitting authorities; and that such persons are contracting with Tenant and not Landlord. If any subcontractor or materialman does assert a mechanic's or similar lien, then Tenant shall within ten (10) days thereafter either discharge such lien or purchase a bond sufficient (in Landlord's reasonably exercised discretion) to secure such lien, or be in default of the terms of this Lease.





- (iii) Tenant shall provide to Landlord a list of all contractors, subcontractors, and materialmen prior to any such person or entity commencing work at or providing construction materials or supplies of any sort with respect to the Premises. All contractors or other persons performing such alterations must be fully covered by worker's compensation insurance, and Tenant shall submit to Landlord certificates documenting such insurance prior to commencement of the alterations, which certificates shall name Landlord as an additional insured. Tenant shall obtain releases from each contractor, subcontractor, materialman, or other person providing that they have been fully paid for all work done or materials furnished with respect to the Premises, and release Landlord, Tenant, and the Premises from any claim with respect to any failure to pay for same prior to commencing operation or opening to the public.
- (iv) Provided Tenant has not defaulted under this Lease, upon the expiration of this Lease, Tenant may remove restaurant equipment, appliances, and trade fixtures, but not other fixtures, whereupon Tenant shall repair any damages resulting from such removal. Except as stated in the previous sentence, all alterations performed and fixtures installed shall become and remain the property of Landlord, except as Landlord and Tenant agree prior to the commencement of alterations, unless Landlord shall provide to Tenant notice within sixty (60) days of termination or expiration of this Lease that certain alterations or fixtures must be removed, in which event, Tenant shall remove the same prior to the Lease Expiration Date or other termination provided for in this Lease. Tenant shall repair any damage caused by Tenant's removal of any alterations or fixtures. Personal property not removed by the end of the lease term or earlier termination of the Lease shall, at Landlord's sole option, either be removed at Tenant's expense, or be deemed abandoned and the property of the Landlord.
- g. Landlord's Co-Operation. Landlord shall reasonably cooperate with Tenant at Tenant's expense in obtaining permits and approvals necessary to complete renovations Tenant is permitted by this Section to make.
- h. *Strict Enforcement*. Notwithstanding anything in this Lease to the contrary, failure of the Tenant to comply with this Section shall constitute a material default of this Lease.

10. Repairs and Maintenance.

- a. Landlord shall keep the Building in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or omission of Tenant's invitees, licensees, contractors, subcontractors, agents or employees, which repairs shall be made by Tenant. In the event the Building should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord, and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall have the right to erect and maintain temporary scaffolds and other aids to construction, and shall have access to the Building as Landlord determines. Landlord shall in no event have any liability to Tenant by reason of any inconvenience, annoyance, interruption, or injury to Tenant's business arising from the need to make repairs to the Building.
- b. If, with or without Landlord's prior written consent, Tenant performs or permits to be performed any alterations, additions, improvements, changes, affixations of chattels, or other work with affects the structural portions or integrity of the Building and/or the roof of the Building, such action by Tenant shall release and discharge Landlord as of the commencement of such alteration, addition, improvement, affixation, or other work of and from such repair obligation. Thereafter, Tenant agrees to be solely responsible under Landlord's supervision for the maintenance, repair and replacement of any or all such structural portions and/or roof which have been affected as aforesaid, and Tenant shall commence promptly after demand by Landlord to make all such repairs and replacements and proceed diligently to complete them.
- c. Notwithstanding anything in this Lease to the contrary, Tenant shall keep the interior of the Leased Premises, together with all electrical, plumbing and mechanical installations therein,





including heating, ventilating, and air conditioning equipment servicing the Leased Premises, in good order and repair, and will make all repairs or replacements at its own expense. Tenant shall surrender the Leased Premises at the expiration of the term, or at such other time as it may vacate the Leased Premises, "broomclean" and in as good a condition as when Tenant took possession, excepting ordinary wear and tear. Tenant shall promptly repair at its own expense any damage to the Leased Premises caused by bringing into the premises any property for Tenant's use or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused by Landlord. Tenant shall be responsible for the maintenance, cleaning and repair or replacement of all interior and exterior doors, signs owned and paid for by the Tenant and windows and glass which comprise the Leased Premises.

- d. In the event Tenant shall fail in the performance of Tenant's obligations under this Section 9, then, in addition to Landlord's other remedies under this Lease, Landlord may correct the same, pursuant to the terms of Section 17.
- e. For purposes of this Section, if Tenant performs or permits to be performed work in a manner inconsistent with Landlord's consent thereto, such work shall be deemed to have been performed without Landlord's consent.
- 11. Environmental Issues. Tenant shall comply with all Environmental Laws (as hereinafter defined) in its use of the Premises, including, without limitation, the obligation to obtain and maintain in effect and comply with all requisite permits and reporting and notification requirements. Tenant hereby agrees that (i) no activity will be conducted on the Premises that will produce or cause the release of any Hazardous Substance (as hereinafter defined), except for such activities that are part of the ordinary course of Tenant's business activities and "Permitted Activities," provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used or produced in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location and area properly disposed of in a manner meeting all Environmental Laws and approved in advance in writing by Landlord; (iii) upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that Tenant is complying with all Environmental Laws regarding the storage, cleanup and disposal of Permitted Materials, and (iv) Tenant will not permit any Hazardous Substances to be brought onto the Premises (except for the Permitted Materials), and if so brought or found located thereon, the same shall be immediately removed, all required cleanup and disposal procedures shall be diligently undertaken in accordance with all Environmental Laws and Tenant shall provide Landlord with evidence satisfactory to Landlord of Tenant's compliance with all Environmental Laws. If at any time during or after the Term, the Premises are found to be contaminated with Hazardous Substances resulting from Tenant's use thereof or Tenant's use of the Premises results in a violation or alleged violation of any Environmental Law, Tenant agrees to indemnify, hold harmless, protect and (at Landlord's election) defend Landlord from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature, including but not limited to the fees of attorneys, experts, consultants, and accountants, arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this Lease. The term "Hazardous Substances" as used in this Lease shall mean pollutants, petroleum, contaminants, infectious waste, asbestos, radioactive materials, poly chlorinated biphenyls (PCBs), toxic or hazardous wastes or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, rule, regulation or ordinance relating to pollution or protection of the environment. The terms of this Section shall survive the expiration or other termination of this Lease.

12. <u>Assignment and Subletting; Subordination.</u>

a. Generally. Tenant shall not assign this Lease, in whole or in part, nor sublet the Premises or any part thereof, nor grant any license, concession, or possessory interest of any sort, without





the prior written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion. For purposes of this Section, the sale of a majority of the stock, membership interests, or equitable interests in Tenant, or transfer of management rights of Tenant, shall be deemed an assignment. Any attempted assignment, sublease, license, concession, or other conveyance of any sort not made in accordance with this Section shall be void, and shall be a default of this Lease. Tenant acknowledges that Landlord has entered into this Lease with Tenant based on Tenant's financial strength, goodwill, ability and experience, that this Lease is personal to the Tenant, that it or its principals are sophisticated business persons with prior experience as a commercial tenant, that it is represented by or has had the opportunity to be represented by counsel, and that this provision is freely negotiated and voluntarily accepted. No acceptance by Landlord of rent from one other than Tenant, nor any other act, shall be deemed a consent, except for Landlord's execution of an express written consent. In the event that Tenant validly assigns or sublets the Premises in accordance with the provisions of this Paragraph, Tenant's assignee or sublessee shall be deemed to be the "Tenant" for all purposes under this Lease, and shall be bound to the same terms and conditions, but the original Tenant shall not be relieved of liability hereunder. Landlord may require payment of a fee to review any request for an assignment or sublet to cover its administrative costs associated with reviewing the proposed assignee/sublessee's creditworthiness, preparing assignment or sublease documentation, etc.

b. Landlord's Assignment.

- be binding upon Landlord's successor. This Lease shall be subject to and subordinate at all times to the interest of Landlord or Landlord's successor, if any, and to the lien of any mortgages and/or deeds of trust hereafter made on the Premises and to all advances made or hereafter to be made thereunder unless the mortgagee or holder of the deed of trust elects to have Tenant's interest hereunder superior to the interest of the mortgagee or holder of such deed of trust. This subordination provision shall be self-operative and no further instrument of subordination shall be required. Notwithstanding the self-operative nature of such subordination, Tenant shall execute any documents necessary, subsequent to the execution of this Lease, which may be requested to effect or confirm such subordination, and Tenant hereby assigns to Landlord a limited power of attorney for the purposes of executing such documents on Tenant's behalf if Tenant fails to execute such documents on ten (10) days' written notice. Such limited power of an attorney, being coupled with an interest, shall be non-revocable during the term of the Lease.
- (ii) In the event Landlord's interest under this Lease is transferred or assigned and Landlord's obligations assumed, upon Tenant receiving written notice of such assignment, the Landlord (or any subsequent assignee or transferee of Landlord's interest under this Lease who gives such notice to Tenant) shall automatically be relieved and released from and after the date of such transfer or conveyance from all liability hereunder, and Tenant shall look solely to such transferee for performance of Landlord's obligations.

13. Insurance.

- a. Hazard Insurance. Landlord shall insure the Building in an amount not less than the replacement value thereof.
- b. Liability Insurance. Tenant shall throughout the term of this Lease maintain at its expense with a company reasonably acceptable to Landlord public liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate general liability. Tenant shall throughout the term of this Lease maintain at its own expense insurance on its personal property and equipment in the amount of its replacement value.
- c. Business Interruption Insurance. Landlord may, at Landlord's sole option, require Tenant to obtain and maintain business interruption insurance.
- d. Landlord as Additional Insured. All insurance policies Tenant is required to carry under this Lease shall name Landlord and Landlord's mortgagee (if any) as additional insureds. Tenant





shall provide certificates of insurance proving compliance with the provisions of this Lease within five (5) Business Days of Landlord's request. All policies required by this Section shall not be cancellable without thirty (30) days prior notice to Landlord. In no event shall Tenant take possession of the Premises without providing to Landlord the certificates of insurance required under this Section.

- 14. <u>Indemnification</u>. Landlord shall indemnify and hold harmless Tenant and Tenant's officers, partners, agents and employees from and against any loss, cost, liability damage or expense, (including without limitation reasonable attorneys' fees and costs of defense) arising out of Landlord's willful misconduct or gross negligence in the operation of the Building. Tenant shall indemnify and hold harmless Landlord and Landlord's agents, affiliates, successors and assigns, from all claims and demands of every kind (including without limitation attorneys' fees and costs of defense) brought on account of any damage, loss or injury to persons or property in or about the Premises or the Building and appurtenances in which the Premises are situated, arising from or out of this Lease or Tenant's use or occupancy of the Premises, or occasioned wholly or in part by any breach or other act or omission of Tenant, its agents, servants, contractors, employees or invitees. Any amounts due under Landlord under this Section shall be deemed additional rent. This Section shall survive the expiration or other termination of this Lease.
- 15. <u>Damage or Destruction</u>. If during the Lease term the Premises hereby leased are damaged by fire or other casualty:
- a. If the fire or other casualty resulted from the negligence, gross negligence, or intentional misconduct of Tenant, or Tenants members, officers, partners, agents, employees, customers, or invitees, then Tenant shall promptly cause such damage to be repaired (but this provision shall not be construed to limit the obligations of any insurer to pay for damages as required by the policy, nor limit Landlord's obligations under the preceding subsection).
- b. Landlord shall apply any insurance proceeds received with respect to such casualty towards the repair or restoration of the Premises. Notwithstanding anything in this Lease to the contrary, if repair or restoration the Premises is not, in Landlord's reasonably exercised discretion, economically viable, Landlord may terminate this Lease by written notice, whereupon the Landlord shall have no further obligation to lease the Premise to Tenant, and the Tenant shall have no liability accruing thereafter for Base Rent or additional rent.
- 16. Security Interest. Tenant hereby grants to Landlord a security interest in all of Tenant's appliances, equipment, furniture, fixtures, trade fixtures, and tenant improvements, and proceeds and replacements of any of the foregoing (collectively, the "UCC Collateral"), and Landlord shall have the rights of a secured creditor under the Maryland Commercial Code with respect to the foregoing. In the absence of a default Tenant may use and dispose of any of the foregoing in the ordinary course of business. Subsequent to a default, all of the foregoing may be used in the ordinary course of business but may not be disposed of without Landlord's written consent, and shall be held in trust jointly and severally by Tenant and by the managing member or president of Tenant personally for the benefit of Landlord, as surety for the payment and performance of Tenant's obligations under this Lease. Landlord's rights under this Section as to specific items of personal property shall be subject to the rights of a bona fide purchase money security interest holder to the extent provided in the Maryland Uniform Commercial Code.

17. <u>Default</u>.

- a. *Events of Default*. In addition to any other defaults described in this Lease, any of the following events shall constitute a default by Tenant:
- (i) If the Base Rent, additional rent, or any other amount due hereunder shall be in arrears by more than five (5) days; or
- (ii) If Tenant shall have failed to perform any other term, condition, or covenant of this Lease, and fails to cure such failure on ten (10) days' notice; or





- (iii) If a petition for involuntary bankruptcy or similar petition is filed against Tenant and not dismissed within thirty (30) days, or if Tenant files a petition for voluntary bankruptcy, makes an assignment for creditors, or admits in writing it is unable to pay its debts as they become due, or if a trustee or receiver is appointed on behalf of Tenant;
- (iv) If Tenant's leasehold interest under this Lease is sold under execution, attachment or decree of court to satisfy any debt of Tenant, or if any lien (including a mechanic's lien) is filed against Tenant's leasehold interest and is not discharged or properly (in Landlord's reasonably exercised discretion) bonded off within fifteen (15) days thereafter; or
- (v) If a final, non-appealable judgment shall be entered against Tenant for any amount exceeding two months' Base Rent at the then current rate, which judgment is not paid or secured by bond within thirty (30) days thereof.
- b. Landlord's Remedies. In the event of any default (as defined in paragraph (a) hereof), Landlord, in addition to any and all legal and equitable remedies it may have, shall have the following remedies, each of which shall non-cumulative:
 - (i) To distrain for any Base Rent or additional rent in default; and
- (ii) At any time after default, without notice, to declare this Lease terminated and enter the Premises with or without legal process; and in such event Landlord shall have the benefit of all provisions of law now or hereafter in force respecting the speedy recovery of possession from Tenant's holding over or proceedings in forcible entry and detainer. TO THE MAXIMUM EXTENT PERMITTED BY LAW TENANT WAIVES THE RIGHT TO A JURY TRIAL. If a court of competent jurisdiction issues a Writ of Restitution for Landlord's benefit with respect to possession of the Premises to Landlord, Tenant shall have no right to redeem Tenant's interest in the Premises. Notwithstanding any reentry and/or termination, Tenant shall immediately be liable to Landlord for the sum of the following: (A) all rent and additional rent then in arrears or due prior to the expiration of the Lease Term; (B) all other liabilities of Tenant and damages sustained by Landlord as a result of Tenant's default, including but not limited to, the reasonable costs of reletting the Premises; (C) all of Landlord's costs and expenses (including reasonable attorney's fees, litigation costs and collection costs) in connection with such default or recovery of possession and releasing; and (D) any other damages recoverable. Landlord shall credit Tenant with any rents received from re-letting through the end of the Term, after deducting all sums owed Landlord.
- (iii) To dispose of any or all of the UCC Collateral in accordance with the Maryland Uniform Commercial Code by sale, or by crediting against the amount owed by Tenant the auction value thereof, and leasing the Premises to another tenant with the same in place; providd fi, in Landlord's commercially reasonable determination, any or all of the UCC Collateral is of negligible value to another tenant and the cost of auctioning it exceeds its auction value, Landlord may dispose of the same, and the Tenant shall be liable for the documented cost of such disposal.
- (v) Notwithstanding anything herein to the contrary, if Landlord accepts any amount towards rent due subsequent to filing eviction proceedings or subsequent to termination of the Lease, such amount will be deemed a payment on account, and shall not be deemed to waive Landlord's rights under such proceedings or such termination, nor operate as a reinstatement of the Lease, nor shall such be construed as a waiver of any of Landlord's rights.
- (vi) Nothing herein shall be construed to limit Tenant's right to any surplus remaining after the proceeds of Landlord's remedies are applied to amounts due Landlord.
 - (c) Tenant's Remedies.
- (i) Landlord shall not be deemed in default of this Lease unless it has materially breached a covenant thereof, and has not cured the same on thirty (30) days' written notice





demanding cure or, if the breach is not reasonably curable in thirty (30) days, if Landlord has not commenced cure within thirty (30) days and pursued cure with reasonable diligence until completion.

- (ii) In the event of a default by Landlord, Tenant have not the right to terminate or rescind this Lease absent the written consent of Landlord. Tenant hereby waives such remedies of termination and rescission and hereby agrees that Tenant's remedies for default hereunder and for breach of any promise or inducement shall be limited to a suit for damages and/or injunction.
- (iii) If Landlord or Landlord's mortgage lender has given Tenant written notice that such lender must receive a notice and an opportunity to cure a breach by Landlord, then if Landlord breaches any covenant of this Lease in any material respect and does not cure such breach within the time set forth in Section (c)(i) of this Section, Landlord shall not be deemed in default unless Tenant shall give written notice to such lender thereof and thirty (30) additional days to cure.
- (d) The terms of this Section shall survive the expiration or other termination of this Lease.
- 18. Landlord's Right to Perform Tenant's Covenants. In addition and not in lieu of any other remedy hereunder, if Tenant shall fail to perform any covenant or duty required of it by this Lease or by law, or otherwise breach or be in default of the terms of this Lease, Landlord in Landlord's sole discretion may (but shall not be obliged, and without waiving any claim for breach of this Lease) to perform such covenant or duty or to take any action to terminate any acts of Tenant undertaken without Landlord's consent, and if necessary to enter the Premises for such purposes without notice. Tenant shall indemnify and hold harmless the Landlord against any damage or claims arising in connection therewith, except and to the extent of Landlord's gross negligence or willful misconduct. All costs incurred or expended by Landlord as a result thereof (including administrative costs of twenty percent (20.0%) of such expended sums, which shall be deemed a part of such expenditure) shall be due and payable upon demand as additional rent, and shall bear interest pursuant to Section 5.b.
- Termination; Holding Over. Unless terminated earlier in accordance with this Lease, the term shall expire upon the Expiration Date as defined in Paragraph 3 without the necessity of any notice by or to any of the parties hereto. Tenant shall surrender the Premises in broom-clean and in substantially the same condition as when received, excepting permitted renovations and reasonable wear and tear. If Tenant shall occupy the Premises after such expiration or termination, it is understood that Landlord may in Landlord's sole discretion (a) deem Tenant to have elected to extend the Lease for an additional one (1) year term, with Base Rent equal to five (5.0%) over the prior Lease Year's Base Rent, and with additional rent as provided in this Lease; (b) deem Tenant to have extended the Lease month-to-month, subject to all the other terms and conditions of this Lease, with a Base Rent equal to five percent (5.0%) in excess of the monthly Base Rent during the immediately preceding Lease Year; or (c) deem Tenant to be a tenant holding over, in which event, Tenant shall be liable for Base Rent equal to triple the highest monthly rental installment reserved in this Lease, and for all other amounts payable hereunder, and Landlord shall be entitled to recover possession of the Premises through summary ejectment procedures. Landlord shall, upon such expiration or termination of this lease, be entitled to the benefit of all public general or local laws relating to the speedy recovery of possession of lands and tenements held over by tenants that may be now in force or may hereafter be enacted, and all other remedies described in this Lease.
- 20. <u>Security Deposit</u>. Tenant has paid to the Landlord the sum of Two Thousand Dollars (\$2,000.00) upon execution of this Lease, as a security deposit (the "Security Deposit"). The Security Deposit shall be held, without interest, as security for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Lease. Landlord at its sole option may commingle the Security Deposit with its own funds or the deposits of other tenants. In the event that Tenant breaches any of the terms, provisions, covenants and conditions of this Lease, Landlord may use, apply or retain the whole or any part of security deposit, in which case Tenant shall replenish the Security Deposit to its





original amount within ten (10) days following demand by Landlord. Landlord shall send to Tenant at Tenant's last known address a written list of damages and charges, and shall return the unused portion of the Security Deposit, within sixty (60) days of the termination of the tenancy, provided, that if Landlord has been unable to quantify the cost of repairs or other costs to be deducted from said deposit within such sixty (60) days, Landlord at Landlord's sole option may send a notice to Tenant of such effect, and shall within one hundred twenty (120) days of the termination of the tenancy provide the list of damages identified to date and a refund of any unused portion of the Security Deposit.

- 21. <u>For Rent/Sale Signs</u>. Landlord shall have the right to place a "For Rent" sign on any portion of the Premises for six (6) months prior to termination of this Lease, or a "For Sale" sign at any time. Landlord may show the Premises and all parts thereof to prospective purchasers, mortgagees or tenants.
- 22. Right of Entry. Landlord and its agents, servants, employees, including but not limited to any builder or contractor employed by Landlord, shall have the absolute and unconditional right, license and permission, at any and all reasonable times upon reasonable prior notice (or, in the event of an emergency, without notice), to (a) enter and inspect the Premises or any part thereof; and (b) at the option of Landlord, to make such reasonable repairs and/or changes in the Premises as Landlord may deem necessary or proper and/or to enforce and carry out any provision of this Lease.

23. Condemnation.

- a. If, during the term of this Lease, all or a substantial part of the Building shall be taken by or under power of eminent domain, this Lease shall terminate as of, and the Base Rent shall be apportioned to and abate from and after, the date of taking. Tenant shall have no right to participate in any award or damages for such taking and hereby assigns all of its right, title and interest therein to Landlord. For the purposes of this Paragraph, "a substantial part of the Building" shall mean such part that the remainder thereof is rendered inadequate for Tenant's business and that such remainder cannot practicably be repaired and improved so as to be rendered adequate to permit Tenant to carry on its business with substantially the same efficiency as before the taking, as determined in Landlord's reasonable judgment.
- b. If, during the Lease term, less than a substantial part of the Building is taken by or under power of eminent domain, this Lease shall remain in full force and effect according to its terms; and Tenant shall not have the right to participate in any award or damages for such taking and Tenant hereby assigns all of its right, title and interest in and to the award to Landlord. In such event Landlord shall at its expense, promptly make such repairs and improvements as shall be necessary to make the remainder of the Building adequate to permit Tenant to carry on its business to substantially the same extent and with substantially the same efficiency as before the taking; provided that in no event shall Landlord be required to expend an amount in excess of the award received by Landlord for such taking. In said event, the Lease shall continue in full force and effect, but the rent and additional rent shall be adjusted downwards according to loss of building square footage.
- c. For purposes of this Paragraph "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of condemnation for public use, and Landlord alone shall have the right to negotiate with the condemning authority and conduct and settle all litigation connected with the condemnation. As hereinabove used, the words "award or damages" shall, in the event of such sale or settlement, include the purchase or settlement price.
- d. Nothing herein shall be deemed to prevent Tenant from claiming and receiving from the condemning authority, if legally payable, compensation for the taking of Tenant's own tangible property and damages for Tenant's loss of business, business interruption, or removal and relocation, provided that Tenant's recovery shall not diminish Landlord's recovery.
 - 24. Attornment and Non-Disturbance.





- a If Landlord assigns this lease or the rents hereunder to a creditor as security for a debt, Tenant shall, after notice of such assignment and upon demand by Landlord or the assignee, pay all sums thereafter becoming due Landlord hereunder to the assignee and give all notices required to be given Landlord hereunder both to Landlord and such assignee. Tenant shall also, upon receipt of such notice, have all policies of insurance required hereunder endorsed so as to the assignee's interest as it may appear and shall deliver such policies, or certificates thereof, to the assignee.
- b. In the event the Premises are sold at any foreclosure sale or sales, by virtue of any judicial proceedings or otherwise, if so elected by any successor to Landlord this Lease shall continue in full force and effect and Tenant agrees, upon request, to attorn to and acknowledge the foreclosure purchaser or purchasers at such sale as the Landlord hereunder.
- 25. Waiver. No failure or delay on the part of Landlord to enforce any covenant or provision herein shall discharge or invalidate such covenant or provision or affect the right of Landlord to enforce the same in the event of any subsequent breach or default, or otherwise limit Landlord's rights. The receipt of rent by Landlord, or the permitting of this Lease to be extended or renewed, with knowledge of any breach of this Lease by Tenant or of any breach or default on the part of Tenant shall not be deemed to be a waiver of any provisions of this Lease. The receipt of Landlord of any rent or any other sum of money or any other consideration paid hereunder shall not be interpreted to extend, renew, or reinstate the Lease, affect the right of Landlord to strictly enforce the terms of this Lease or otherwise limit Landlord's rights, or to invalidate or impair the efficacy of any previously given notices. Neither acceptance of the keys nor any other act or thing done by Landlord or any agent or employee during the term herein demised shall be deemed to be an acceptance of a surrender of said Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such surrender. No consent by Landlord to any plans for alterations, any assignment or sublet, or otherwise given by Landlord shall be deemed a consent to any future alterations, assignment, sublet, or otherwise.
- 26. <u>Personal Property Taxes</u>. Tenant shall be responsible for and shall pay any taxes or assessments levied or assessed during the term of this Lease against any leasehold interest of Tenant or personal property or trade fixtures owned or used by Tenant of any kind, owed by Tenant or placed in, upon or about the Premises by Tenant.
- 27. <u>Recordation of Lease</u>. Tenant shall not record this Lease or any memorandum thereof without Landlord's consent, which shall not be unreasonably withheld.

28. Notices.

- a. Subject to subsection (b) of this Section, any notice required or permitted by this Lease may be given by email to Tenant at antiley@yahoo.com, and to Landlord at notices@bcomgmt.com, but such notice shall be deemed given upon, and shall not be deemed given unless, it is acknowledged by an email from the addressee indicating receipt.
- b. Notices may be given to Tenant at Tenant's Address with a copy to antiley@yahoo.com, and to Landlord at Landlord's Address with a copy to notices@bcomgmt.com, by nationally recognized overnight courier (by overnight or two-day service), or by U.S. certified mail, in which event, it shall be deemed given only upon delivery. Any notice from Tenant asserting a breach, asserting a default or pending default, or demanding a cure by Landlord must be sent in this manner.
- c. Either party may, at any time, or from time to time, designate in writing a substitute address or addresses for that above set forth (which notice shall specify that the intent thereof is to change the notice address), and thereafter all notices to such party shall be sent to such substitute address.
- d. If Landlord or Landlord's mortgage lender has given Tenant written notice that Landlord's mortgage lender is to receive a notice of any breach or default, then any notice given of any





breach or default hereunder must also be given to such lender in the manner specified herein, to such lender at the address specified in said notice of Lender's right to notice.

- 29. Estoppel Certificate. Landlord may at any time require that Tenant, within five (5) days after receipt thereof, execute, acknowledge, and deliver to Landlord or Landlord's designee a statement in writing certifying that: this Lease is unmodified and in full force and effect and that no defaults exist nor could, after the passage of time, be declared, if such is the fact (or if there have been any modifications thereof and/or if any default exists, that the same is in full force and effect as modified and stating the modifications and/or the defaults); the dates to which the rents and other charges have been paid in advance; the amount of any security deposits; and any other statement or fact reasonably requested of Tenant. Any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser of the interest of Landlord, by the mortgagee or any assignee of any mortgagee or the trustee or beneficiary of any deed of trust constituting a lien on the Premises. Landlord is hereby granted a limited power of attorney to execute such estoppel certificate if Tenant fails to do so on five (5) days' notice, such limited power of attorney being coupled with an interest and therefore irrevocable during the term of the Lease.
- 30. <u>Buy-Out</u>. Landlord at Landlord's sole option may terminate this Lease by six (6) months' notice, without regard to the existence of breach or default, but if Landlord terminates the Lease pursuant to this Section, Landlord shall upon Tenant's surrender of possession pay to Tenant, or credit against any amount Tenant owes Landlord, an amount equal to six (6) months' Base Rent at the rates current at the time notice is given.
- 31. <u>Tenant's Financial Information</u>. Tenant acknowledges that Landlord may share financial information with Landlord's lenders or potential purchasers of the Building, but any such party shall be limited to
- 32. <u>Rules and Regulations</u>. Landlord may adopt, and Tenant shall adhere to, reasonable regulations regarding use of the Premises.
- 33. Entire Agreement. This Lease contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein.

34. Miscellaneous.

Severability.

- (i) For the purpose of any suit brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained thereon as successive periodic sums shall mature or be due hereunder, and it is further agreed that failure to include in any suit or action any sum or sums then matured or due shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted; and Tenant agrees that it will not in any suit or suits brought or arising under this Lease for a matured sum for which judgment has not previously been obtained or entered, plead, rely on or interpose the defenses of res judicata, former recovery, extinguishment, merger, election of remedies or other similar defense as a defense to said suit or suits. Nothing in this Section shall be deemed to diminish Landlord's right to terminate this Lease in accordance with the terms hereof
- (ii) If any term, clause or provision of this Lease is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Lease shall not be affected thereby but shall remain in full force and effect.
- b. Successors and Assigns; No Third-Party Beneficiary. This Lease shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns. In the event more than one person, firm or corporation is named herein as Tenant, the liability of all parties named herein as





Tenant shall be joint and several. No one but the parties and their permitted successors and assigns and any lender holding a security interest in the Building shall be deemed a beneficiary of this Lease.

c. Landlord's Liability.

- (i) Notwithstanding anything else in this Lease to the contrary, the liability of Landlord, its successors and assigns shall at all times be limited solely to Landlord's interest in the Premises, and in the event the owner of Landlord's interest in this Lease is at any time an individual, sole proprietorship, partnership, joint venture or unincorporated association, Tenant agrees that such individual or the members or partners of such partnership, joint venture or unincorporated association shall not be personally or individually liable or responsible for the performance of any of Landlord's obligations.
- (ii) Landlord's liability, if any, for its exercise of its discretion in giving or withholding approval, shall exclude monetary damages and be limited to declaratory and injunctive relief.
- (iii) Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be liable for any lost profits, consequential, or indirect damages, regardless of whether Landlord has reason to know of the possibility thereof.
- d. Interpretation. The captions of the various sections and subsections of this Lease are for convenience only and are not a part of this Lease. The singular shall include the plural, and the plural shall include the singular where appropriate, and words of any gender shall include the other gender where appropriate. The words "hereof" and "herein" refer to this entire Lease and not merely the paragraph in which such words appear. Any Exhibit to this Lease shall be deemed a substantive part of this Lease. This Agreement was negotiated between sophisticated parties who have been represented by, or have had the opportunity to be represented by, counsel, and shall not be interpreted against either party as having been drafted by that party solely.
- e. *No Partnership or Joint Venture*. Nothing in this Lease shall be construed to form a partnership or joint venture between the parties.
- f. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the total due shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent or other sum be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance owed or pursue any other remedy. Landlord shall have been deemed to have agreed to an accord and satisfaction for less than all amounts owed to Landlord only if Landlord signs a separate instrument to such effect.
- g. Commercial Purpose. The parties hereby warrant to one another that this Lease is a "commercial transaction," as such term is used in the Maryland Uniform Commercial Code and in Maryland Real Property Article, Title 8.
- h. Amendment; No Oral Modification. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.
- i. Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the Howard County Circuit and Howard City District Courts, and the Maryland District Court (Northern Division) of the United States District Court, and shall bring no proceedings related to any dispute relating to this Lease in any other forum.
- j. No Brokers. Each party represents and warrants to the other that it has not used the services of a broker with respect to this transaction.





1. Time is of the Essence. Time is of the essence with respect to all terms, covenants, and conditions of this lease.

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WITNESS our hands and seals as of the day first above written.

THIS IS A LEGALLY BINDING DOCUMENT. TENANT IS URGED TO CONSULT WITH ATTORNEYS AND OTHER ADVISORS BEFORE SIGNING THIS DOCUMENT.

TENANT: By Salone dus: - 04E000B00A619461 Salvilla L. Julies	{seal}	BCO Management Company LLC a Maryland limited liability company By: Brian (O'killy {seal}) Managing Member
Phone: antiley@yahoo.com		Phone: brian@bcomgmt.com
3/2/2025		3/2/2025
		Witnessed:
		Signed by: Clarissa L Loos CD16285D100846C

57 South Potomac Street, Hagerstown, Maryland 21740, United States

Leased Area: Approx. 1394 sq ft



Space	Area (sq. ft)	Calculation Coordinate Polygon Area Algorithm using inches
FLOOR 1	1304	-((269.9 + 269.9) * (56.5 - 92.1) + (269.9 + 296.8) * (92.1 - 83.4) + (296.8 + 364.7) * (83.4 - 83.4) + (364.7 + 364.7) * (83.4 - 128.9) + (364.7 + 401.1) * (128.9 - 128.9) + (401.1 + 401.1) * (128.9 -
FLOOR 0 (utility)	90	132.9) + (401.1 + 390.4) * (132.9 - 132.9) + (390.4 + 390.4) * (132.9 - 219.8) + (390.4 + 395.1) * (219.8 - 219.8) + (395.1 + 395.1) * (219.8 - 418.1) + (395.1 + 359.3) * (418.1 - 418.1) + (359.3 + 353.3) * (418.1 - 424.1) + (353.3 + 353.3) * (424.1 - 407.8) + (353.3 + 359.3) * (407.8 - 401.8) + (359.3 + 325.2) * (401.8 - 401.8) + (325.2 + 325.2) * (401.8 - 312) + (325.2 + 257.6) * (312 - 312) + (257.6 + 253.6) * (312 - 318) + (253.6 + 253.6) * (318 - 487.3) + (253.6 + 207) * (487.3 - 487.3)

Report generated on Thu, 10 Oct 2024 20:59:23 GMT.

Measurements and calculations are deemed highly reliable, but not guaranteed.





Lease Addendum

BCO Management Company LLC, a limited liability company (Lessor and "Landlord"), attaches this addendum to the original Lease for the property commonly known as 57 S Potomac St, Commercial Restaurant Leased Space, in the City of Hagerstown, County of Washington, State of Maryland 21740 ("Premises"), with Lessee Sabina L. Jules dba Motherland Kitchen & Catering ("Tenant"). The original lease is titled "Commercial Lease" "57 S. Potomac Street, Hagerstown, MD 21740" and dated March 2, 2025 ("Lease"). This addendum is attached as of the date of execution below.

1. BASE RENT; PAYMENTS (SECTION 4B)

Base rent is front-loaded and higher in year 1 of the Lease. Landlord estimated renovation costs are noted below, including but not limited to those enumerated in Section 9(a) of the Lease.

2. ACCEPTANCE OF PREMISES AS-IS; ALTERATIONS (SECTION 9A AND VARIOUS)

Landlord notes the following estimated costs for renovations to the space by Landlord prior to the Occupancy Commencement Date noted in the Lease:

	Total estimated Landlord renovation costs:	\$33,635.00
•	Permits and electrical for exterior signs/lights:	\$ 3,100.00
•	Interior painting and touch-up:	\$ 2,200.00
•	New flooring surface in dining/seating area:	\$ 4,800.00
•	Flooring repairs to storage room:	\$ 2,400.00
•	Connection of fire alarm sensors:	\$ 135.00
•	6-foot ducted vent hood with fire alarm sensor:	\$13,100.00
•	Grease trap and drains:	\$ 1,000.00
•	Stainless hand sink and plumbing:	\$ 900.00
•	$ \hbox{ Commercial stainless triple-bowl sink and plumbing: } \\$	\$ 3,000.00
•	Water heater and associated plumbing:	\$ 3,000.00

Dated: March 21, 2025

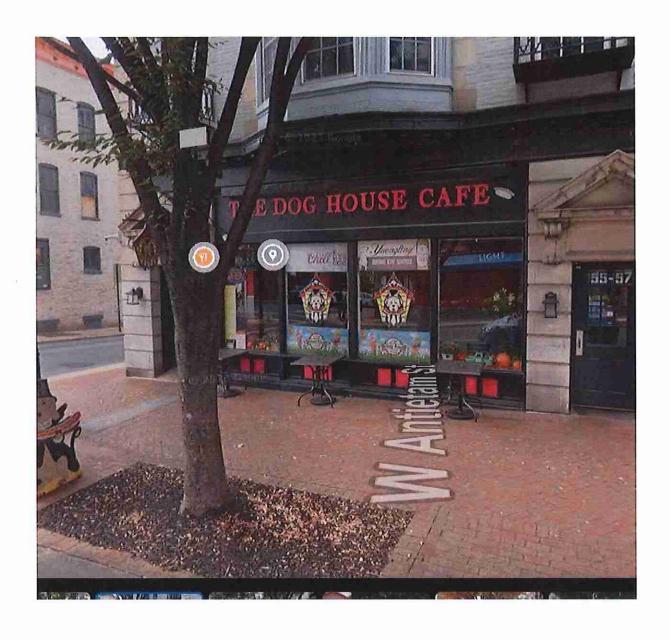
LANDLORD:

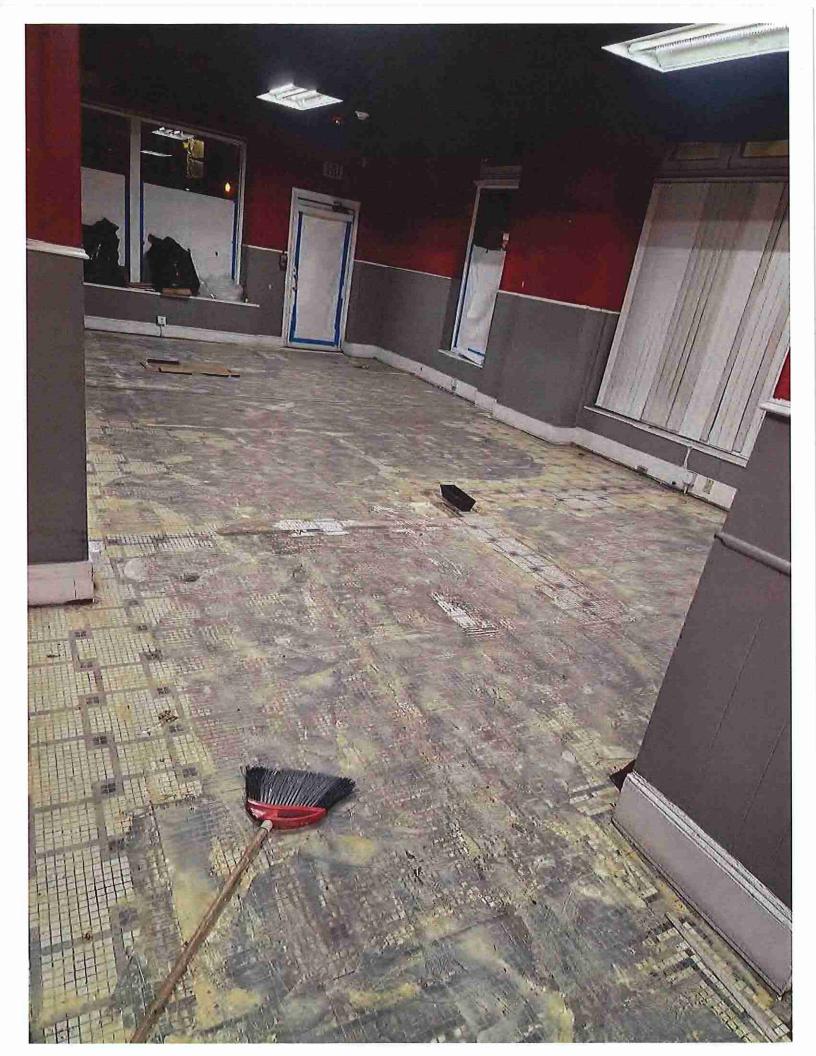
Signature:

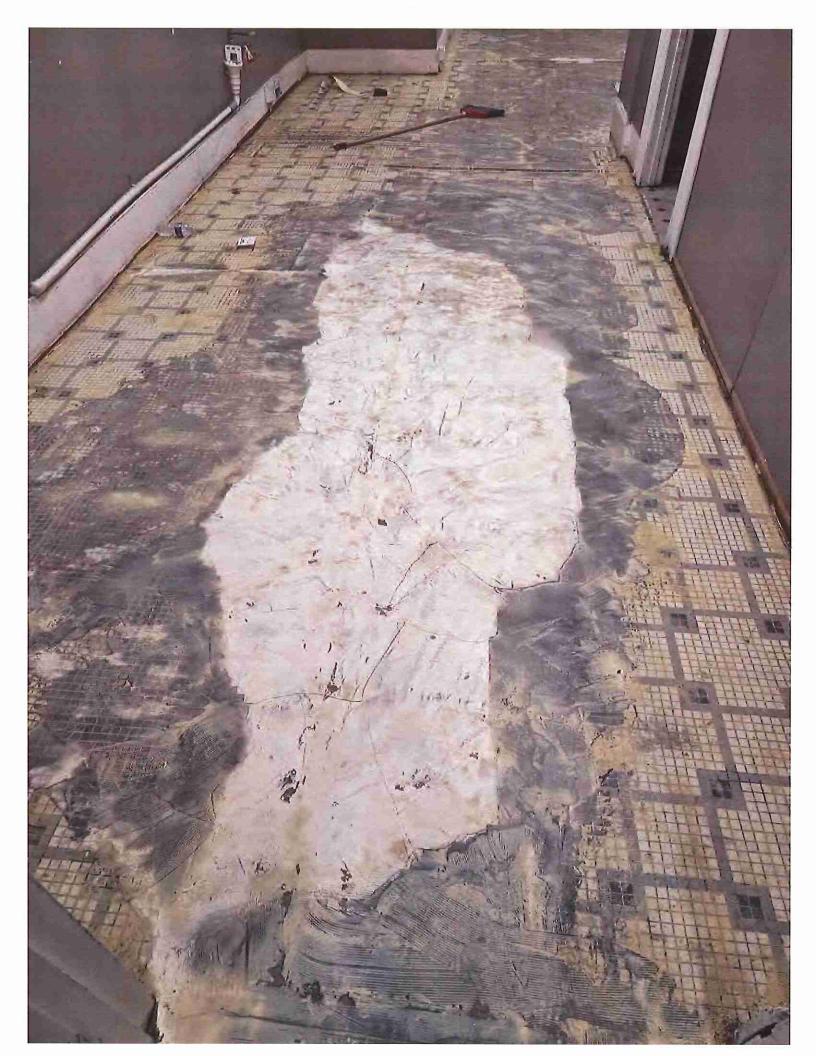
Address: BCO MANAGEMENT COMPANY LLC

449 N Potomac St 2A Hagerstown, MD 21740 USA

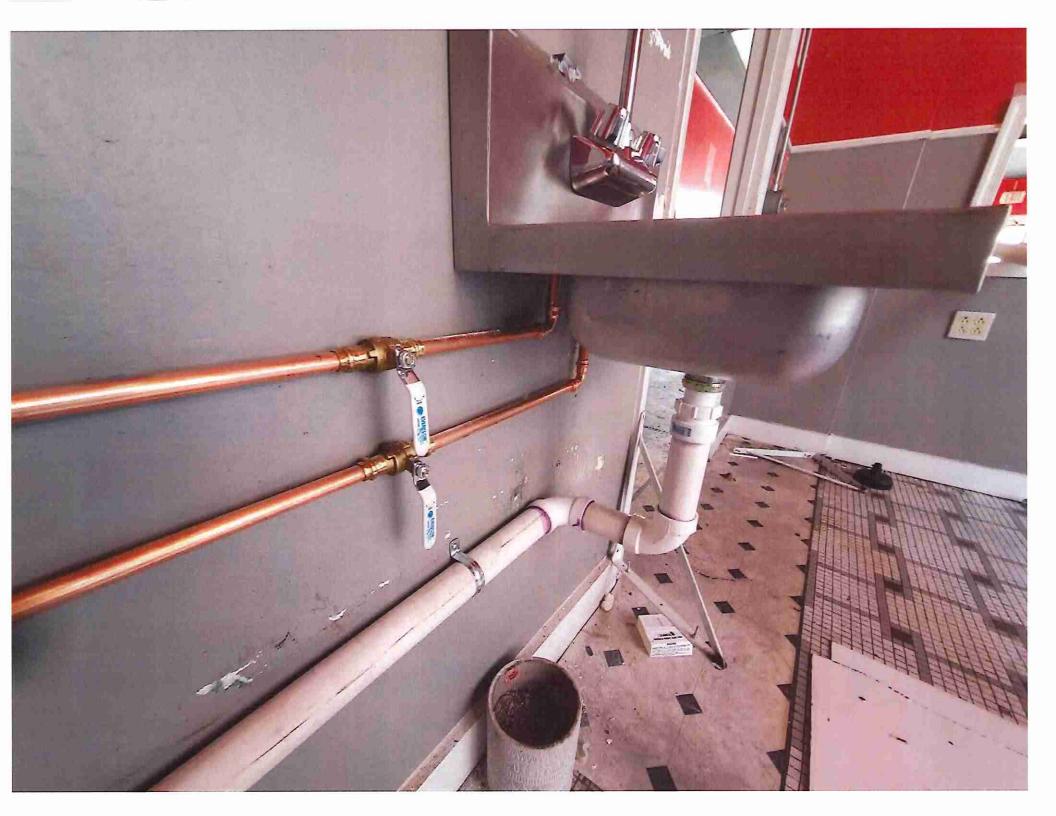
Email: info@bcomgmt.com

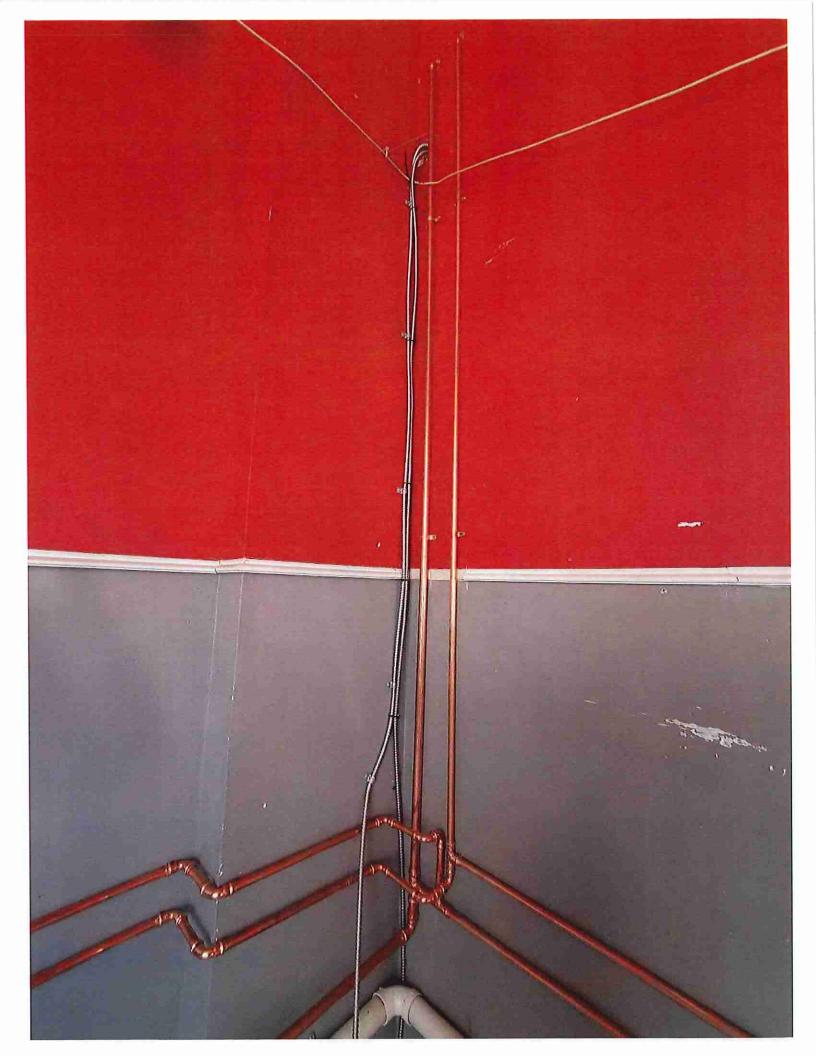


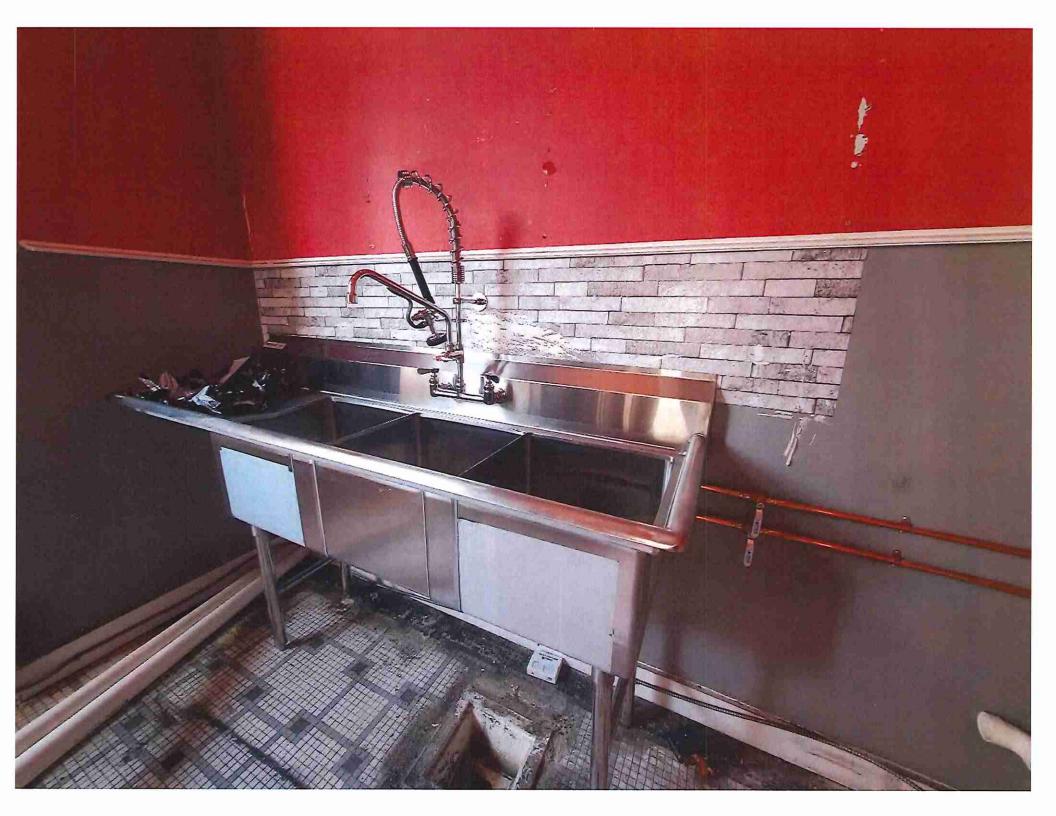












MOTHERLAND KITCHEN, LLC: W16971137

Department ID Number:

W16971137
Business Name:
MOTHERLAND KITCHEN, LLC
Principal Office: 1
7825 RIVERDALE RD
#202
NEW CARROLLTON MD 20784
Resident Agent:
SABINA JULES
8039 GEORGIA CT
SEVERN MD 21144
Status:
REVIVED
Good Standing:
THIS BUSINESS IS IN GOOD STANDING
Business Type:
DOMESTIC LLC
Business Code:
20 ENTITIES OTHER THAN CORPORATIONS
Date of Formation/Registration:
01/06/2016
State of Formation:
MD
Stock Status:
N/A
Close Status:
N/A

EXHIBIT B CERTIFICATE OF INSURANCE

Additional Attachments to be added upon Execution as part of Exhibit A & B:

- Business Plann
- Business Vendor Application, W-9, SAM.gov UEI Number, Certificate of Insurance
- Property Owner Vendor Application, W-9, Certificate of Insurance