

Mayor and Council Executive Session, Special Session (17th Voting Session), and Work Session August 12, 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

"August is a gentle reminder to cherish the simple pleasures of life" Joseph Wood Krutch, American writer

EXECUTIVE SESSION

3:00 PM 1. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

3:00 PM 2. **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**

4:00 PM SPECIAL SESSION

1. Approval of a Resolution: City FY2026-2030 Five-Year Consolidated Plan and City FY2026 CDBG and HOME Annual Action Plan
2. Approval of a Resolution: Authorizing the Execution of a Financial Incentive Agreement between the City of Hagerstown and Motherland Kitchen, LLC

4:00 PM WORK SESSION

4:05 PM 1. Save Locomotive 202 - *Karen Dunn Swafford, President, and Jim McGarity, Treasurer, Hub City Chapter National Railway Historical Society*

4:20 PM 2. Washington County Historical Society Overview – *Andrew Stout, Executive Director, Washington County Historical Society*

4:35 PM 3. Urban Tree Grant Program - *Jim Bender, City Engineer*

4:40 PM 4. Wastewater Deduct Meters for South Hagerstown High School - *Nancy Hausrath, Director of Utilities*

4:55 PM 5. Review of City Code Chapter 142 - Loitering - *Chief Paul "Joey" Kifer*

5:15 PM 6. Review of City Code, Chapter 185 - Nuisance Abatement - *Amanda Gregg, Chief Housing and Community Development Officer, and Paul Fulk, Neighborhood Services Manager*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

August_12__2025_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION AUGUST 12, 2025 AGENDA

Vision Statement:

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

Mission Statement:

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

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

3:00 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)
** Pending Litigation*
2. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)
** Business Proposal*
3. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)
** Various Personnel Matters*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: August 12, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: City FY2026-2030 Five-Year Consolidated Plan and City FY2026 CDBG and HOME Annual Action Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

081225_SS_Packet_Con_Plan_Approval.pdf

Description

Con Plan/AAP Motion and Resolution, Con Plan Summary

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	<u> X </u>
Other	_____

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

_____(SEAL)
William B. McIntire
Mayor

ATTEST:

City Clerk

Approved this _____ Day of August, 2025



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 www.hagerstownmd.org

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
	Description	Funding will be utilized to resurface tennis courts and re-line a portion of them to create pickleball courts.

	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
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$11,800
	Description	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.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 160 persons will benefit from the proposed activity.
	Location Description	624 Washington Avenue, Hagerstown, MD 21740
8.	Project Name	Horizon Goodwill - Breakfast Outreach and Homeless Resource Center
	Goals Supported	CD-3 Public Services
	Funding	CDBG: \$9,800.00

	Description	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.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 1,000 persons will benefit from this proposed 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.
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) low-mod household will benefit from this proposed activity.
	Location Description	Citywide. Site to be determined.

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
Phone: (301) 739-8577 ext. 134
Fax: (301) 739-3117
Email: mjoe@hagerstownmd.org



FY 2026 CDBG AND HOME ANNUAL ACTION PLAN ACTIVITIES

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

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

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

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

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

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

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

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

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

Topic:

Approval of a Resolution: Authorizing the Execution of a Financial Incentive Agreement between the City of Hagerstown and Motherland Kitchen, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

081225_SS_Motherland_FIA_Packet_CS.pdf

Description

Authorizing the Execution of a Financial Incentive Agreement between the City of Hagerstown and Motherland Kitchen, LLC

**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	<u>X</u>
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 foregoing 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

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: August 12, 2025
Date of Passage: August 12, 2025
Effective Date: August 12, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS



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

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

This Agreement is entered into as of this _____ day of _____, 2025 by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), and Motherland Kitchen, LLC ("herein called " "BUSINESS" The BUSINESS and the CITY are sometimes hereinafter referred to collectively 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:

1. **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. **SCOPE OF SERVICE**

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:

CITY OF HAGERSTOWN

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: 301-739-8577 ext. 822

Telephone: _____

Email: csiemerling@hagerstownmd.org

Email: _____

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The 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. Insurance and Bonding

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. ADMINISTRATIVE REQUIREMENTS

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:

<u>Quarter End Date</u>	<u>BUSINESS Due Date</u>
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. SEVERABILITY

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

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: _____

William B. McIntire

Title: Mayor

Date: _____

By: _____

Title: _____

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 S Potomac ave, Hagerstown, MD Zip: 21740

Applicant Information:

Name: Sabina Jules

Company: MOTHERLAND KITCHEN

Address: 7800 Biggs ford rd

City: Frederick State: MD Zip Code: 217

Phone: 770402 7077 Email: antuley@yahoo.com Website: motherlandkit

Are you a For-Profit Business? ☒ Yes ☐ No

Have You Received Project Restore Funds In The Past? ☐ Yes ☒ No

Project Information

Expected Start Date: May 1, 2025

Expected Completion Date: June 30, 2025

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 10/24 (month/year)

Terms of Lease:

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

How many new jobs will be created within 2 years of the project's completion? 6 new jobs

Proposed Project Expenses

Item	Total	Sources of Funds (1:1 Match)	
		Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business cards & Flyers	500	250	250
Business Rent			
Business Rent	28,800	14,400	14,400
NNN/expense	7020	3,510	3,510
Other reserve			
Equipment	32,838	16,419	16,419
Tables			
Fixtures			
GRAND TOTAL	68,658	34,329	34,329

Required Attachments:

ALL APPLICANTS:

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

Applicant Signature:

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

Sabrina Inles

Applicant's Signature

3/10/2025

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

Motherland Kitchen LLC (Sabina Jules) - 57 S. Potomac Street Main Street Startup Grant Approved Scope of Work					
Quote #	Vendor	Service	Eligible Amount	Ineligible Amount	Notes
1	BCO Management Company, LLC	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 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 as 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	
Eligible Business Improvement Grant Component			\$ 16,418.89	\$ -	
Total Eligible Main Street Startup Grant			\$ 34,328.89		

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020078

Created 3/3/2025

Bill to

sabina

7800 BIGGS FORD RD

Frederick, MD 21701-2500

Ship toSabina Jules
motherland Kitchen

545 long lane

Gettsburg

Gettysburg, MD 17325-2530

Your Contact

Quote Dept.

Quote Valid

Thru 3/17/2025

Estimate

(1)

Customer Phone

7704027077

Email Address

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

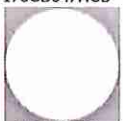
Avantco GDS-47-HC 53" Black Customizable Sliding Glass Door Merchandiser Refrigerator with LED Lighting

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

 178A49RHC	Avantco A-49R-HC 54" Solid Door Reach-In Refrigerator	445 lbs	\$1,949.00	1	\$1,949.00
 473SSFRY11X	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
 473SSBRZR20	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



Cooking Performance Group 351CASTER6 6 3/4" Range
Plate Casters - 6/Set

16.74 lbs

\$0.00

1

\$0.00

351CASTER6



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

ATS5T

Subtotal \$25,612.81

Tax \$0.00

Total \$25,612.81

*** 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.

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020188

Created 3/4/2025

Bill to

sabina

7800 BIGGS FORD RD

Frederick, MD 21701-2500

Ship toSabina Jules
motherland Kitchen

545 long lane

Gettsburg

Gettysburg, MD 17325-2530

Your Contact

Quote Dept.

Quote Valid

Thru 3/18/2025

Estimate

②

Customer Phone

7704027077

Email Address

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: 3/4/25
Invoice #:
For: Motherland

Bill To:

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

Estimate (3)

Quantity	Description	Unit price	Amount
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			\$ 500.00

Make all checks payable to Señor Marketing. If you have any questions concerning this invoice, contact Milton Hernandez at (703) 651-6437.

Credit	\$ -
Tax	
Balance due	\$ 500.00

Sales Quote - THIS IS NOT AN ORDER

Quote Number 10020863

Created 3/10/2025

Bill to

sabina

7800 BIGGS FORD RD

Frederick, MD 21701-2500

Ship to

Sabina Jules

motherland Kitchen

545 long lane

Gettsburg

Gettysburg, MD 17325-2530

Your Contact

Quote Dept.

Quote Valid

Thru 3/24/2025

Estimate
*(4)***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
 220KNCHEF6BL	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



475TC32GYKIT

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



475WH23BKKT

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



176NDBK

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

Departments

Services

Pharmacy Delivery

New

Easter

Baby Days

Fashion

Home

Tech

P

Saved for later

2 items



Move to cart

\$24.96

Mount-It! Full
Motion TV Wall
Mount with Swive...

Qty 1

[Remove](#)



Move to cart

Now \$248.00

~~\$329.99~~
SAMSUNG 50"
Class DU6900
Crystal UHD 4K...

Qty 1

[Remove](#)

Estimate
5

Verification of Cash Funding

Applicant: Sabina Jules – Motherland Kitchen, LLC

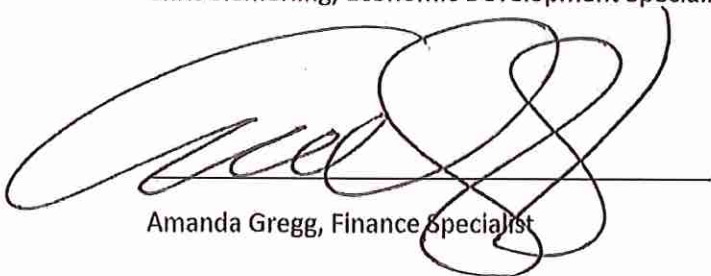
Finance Plan for project shows \$32,837.77 in Cash Funding.

Staff have received, filed and reviewed the applicant's submitted cash statement and confirms there is more than \$32,837.77 in cash funds available.

Document(s) Received: ☒ Bank Statement
☐ Other Cash Statement: _____


Chris Siemerling, Economic Development Specialist

3/12/25
Date


Amanda Gregg, Finance Specialist

3/12/25
Date

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" or "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.
- i) "Security Deposit" is defined in Section 20.

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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.

l) "UCC Collateral" is defined in Section 16.

2. Leasing of Premises. 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 pro-rated 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.

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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.

5. 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 premiums, 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.

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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

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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. Use; Compliance with Laws.

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.

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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.

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(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,

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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, "broom-clean" 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. Assignment and Subletting; Subordination.

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

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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.*

(i) Landlord may elect to sell the Premises, in which event, this Lease shall 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

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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. Indemnification. 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. Damage or Destruction. 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. Default.

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

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(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 distraint 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 re-letting; 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; provided 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

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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.

19. 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. Security Deposit. 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

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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. For Rent/Sale Signs. 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.

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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. Personal Property Taxes. 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. Recordation of Lease. 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

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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. Buy-Out. 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. Tenant's Financial Information. 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. Rules and Regulations. 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.

a. 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

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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.

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I. *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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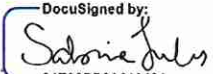
57 S. Potomac Street, Hagerstown, MD 21740
Page 17

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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.

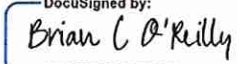
TENANT:

By :  {seal}
DocuSigned by:
04E00DB0A619461...
Sabrina L. Jules

Phone: antiley@yahoo.com

3/2/2025

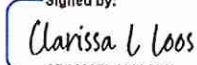
BCO Management Company LLC
a Maryland limited liability company

By:  {seal}
DocuSigned by:
C0B77DAD8BD549E...
Brian C. O'Reilly
Managing Member

Phone: brian@bcomgmt.com

3/2/2025

Witnessed:

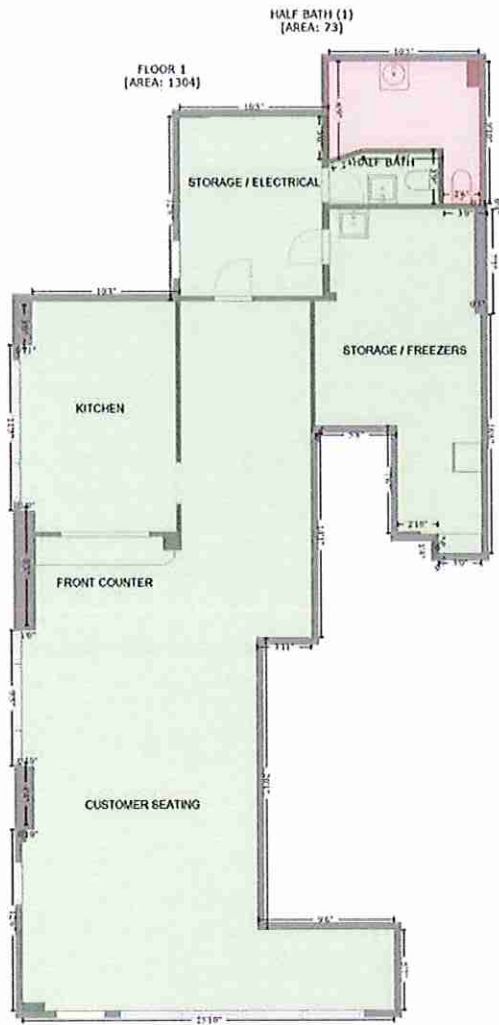

Signed by:
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57 South Potomac Street, Hagerstown, Maryland 21740, United States

Leased Area: Approx. 1394 sq ft



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

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BLO

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S.J.

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.

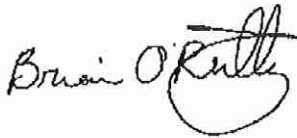
2. ACCEPTANCE OF PREMISES AS-IS; ALTERATIONS (SECTION 9A AND VARIOUS)

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

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

Dated: March 21, 2025

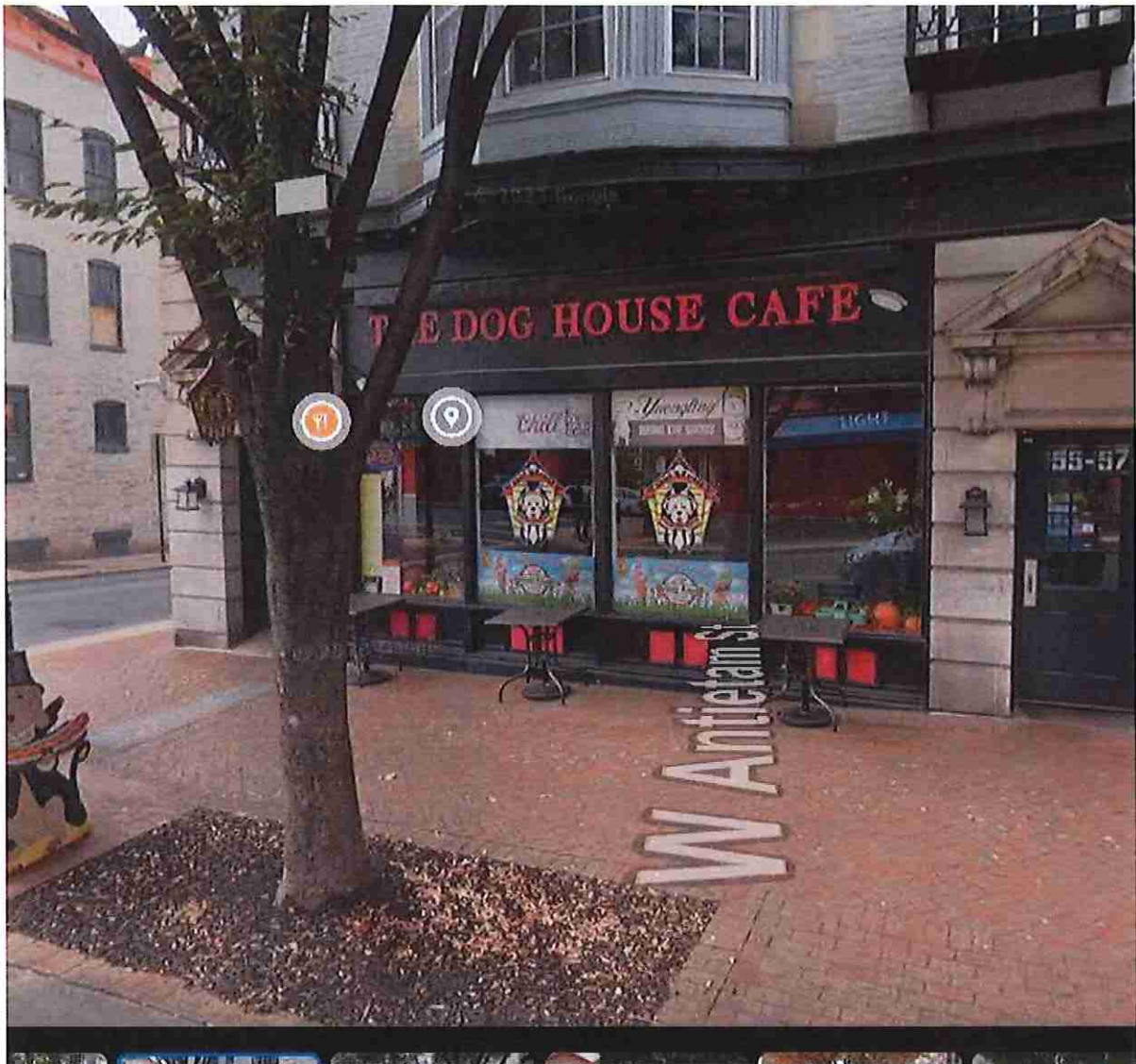
LANDLORD:

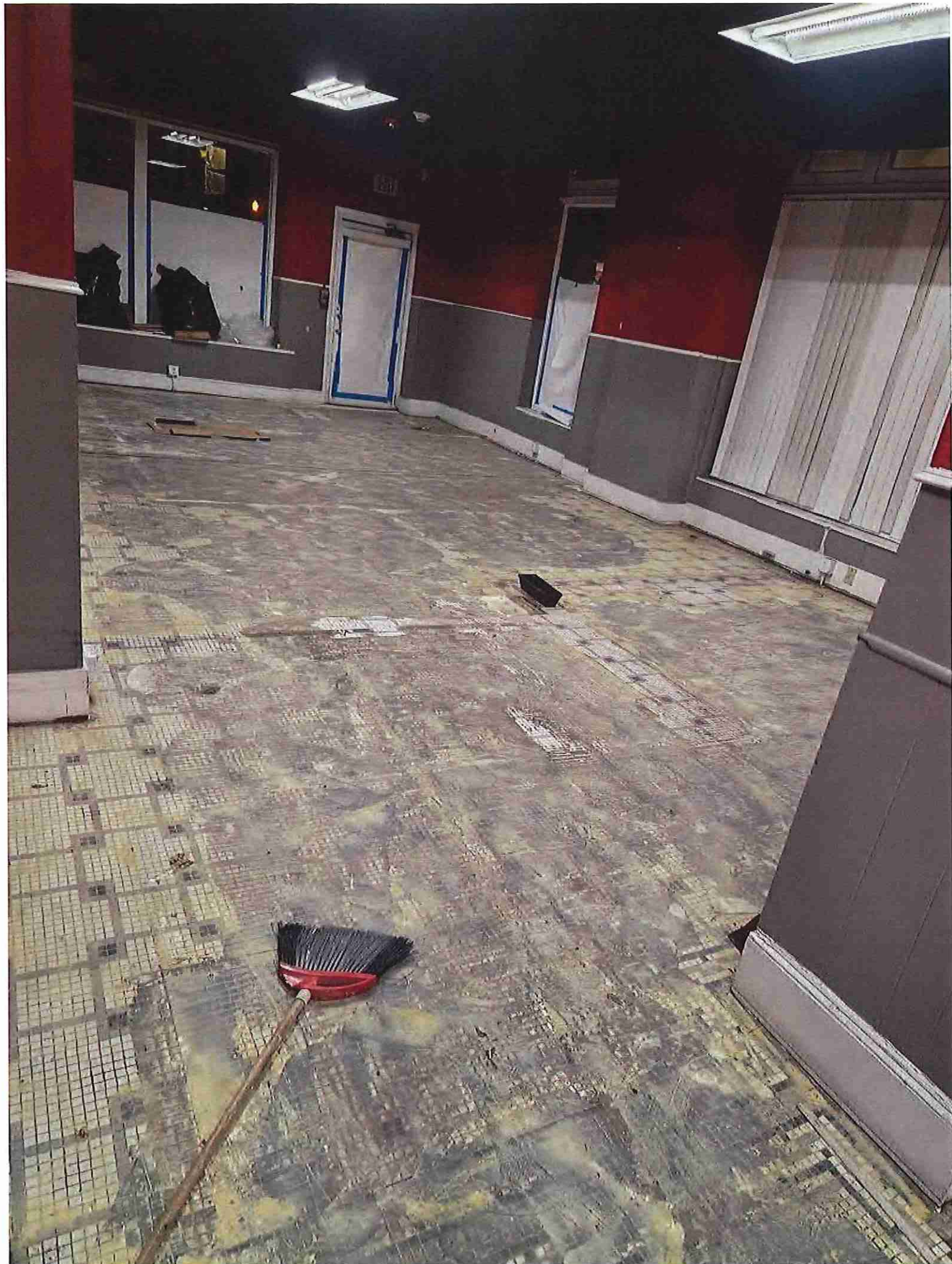


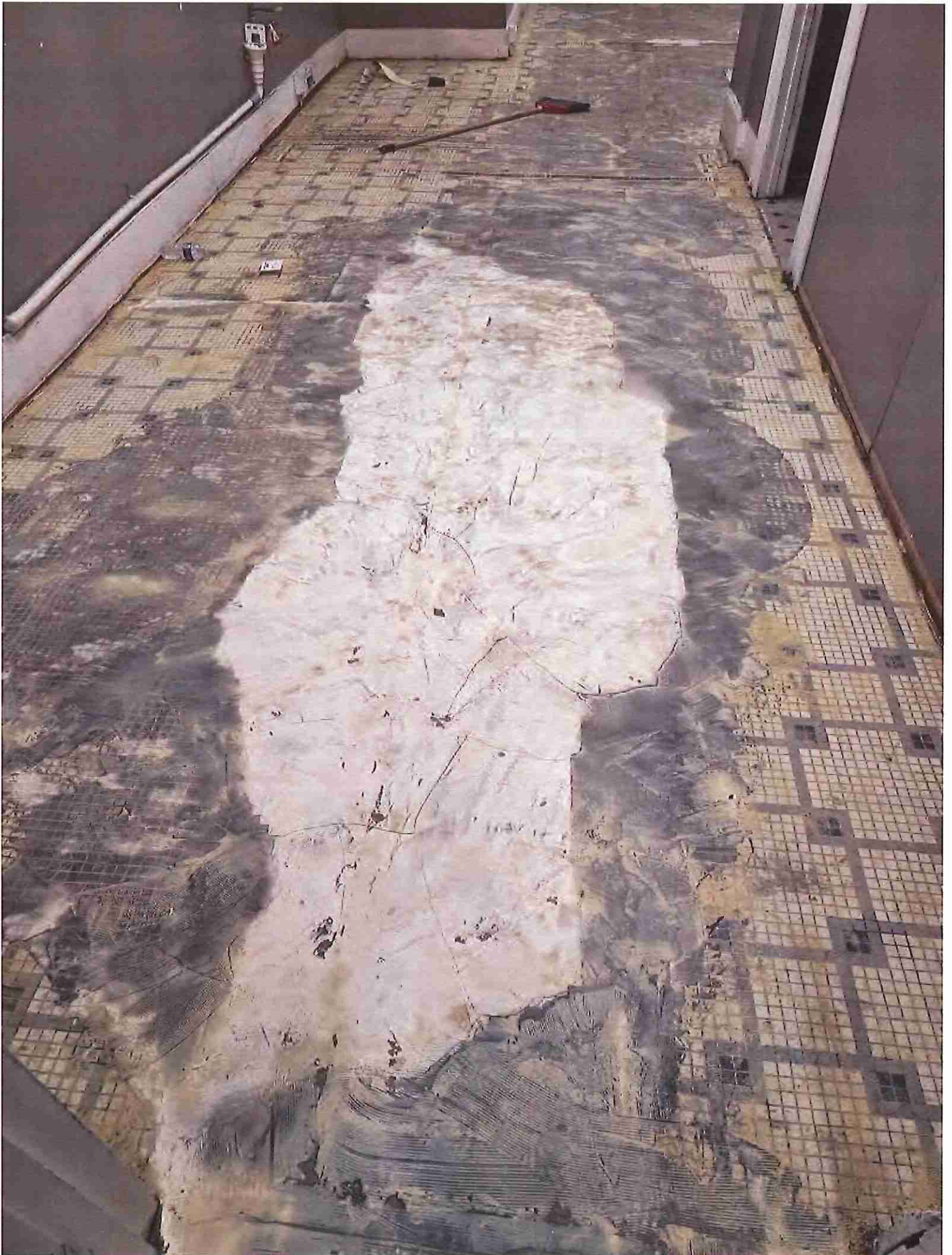
Signature: _____

Address: BCO MANAGEMENT COMPANY LLC
449 N Potomac St 2A
Hagerstown, MD 21740 USA

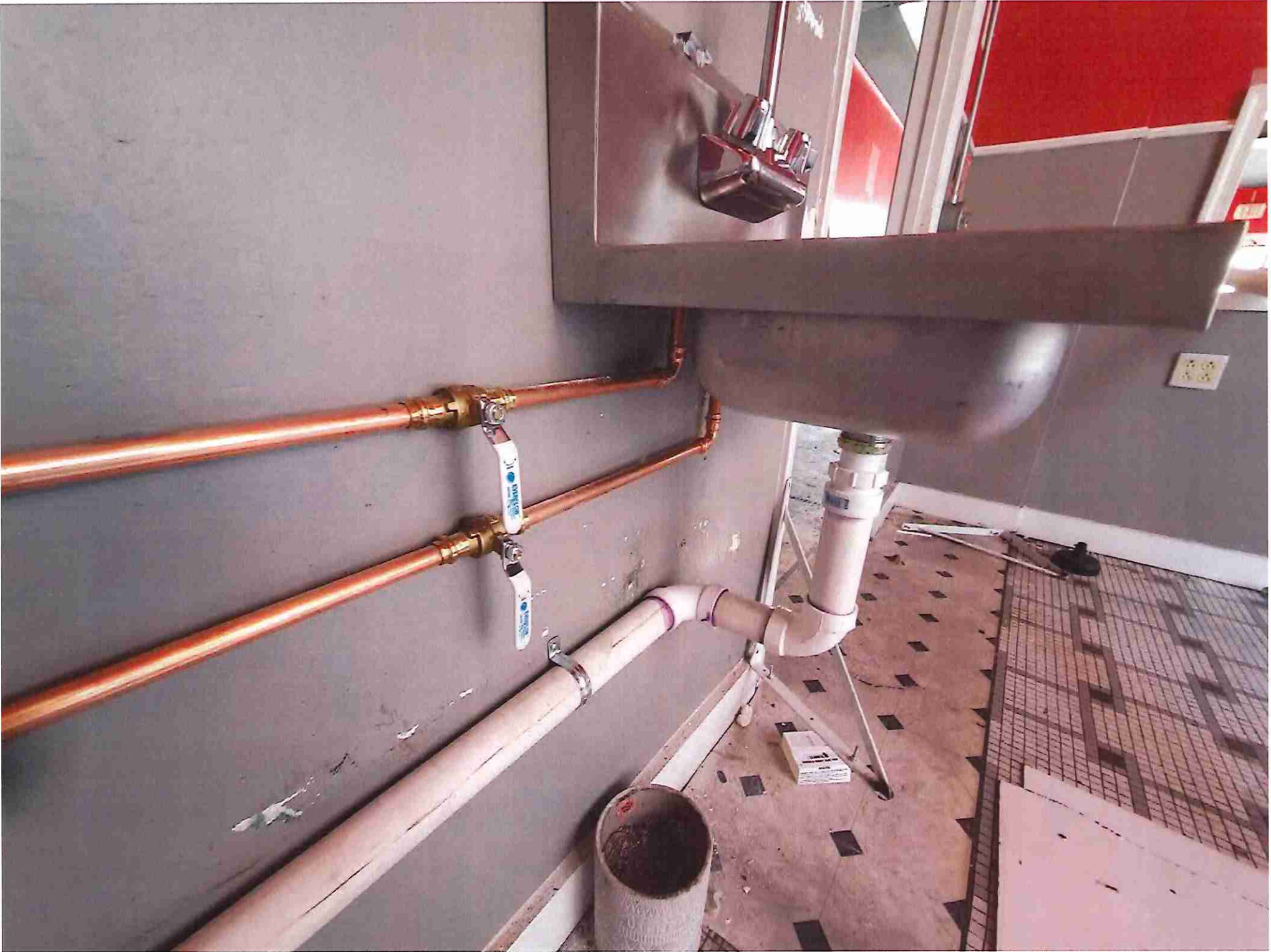
Email: info@bcmgmt.com



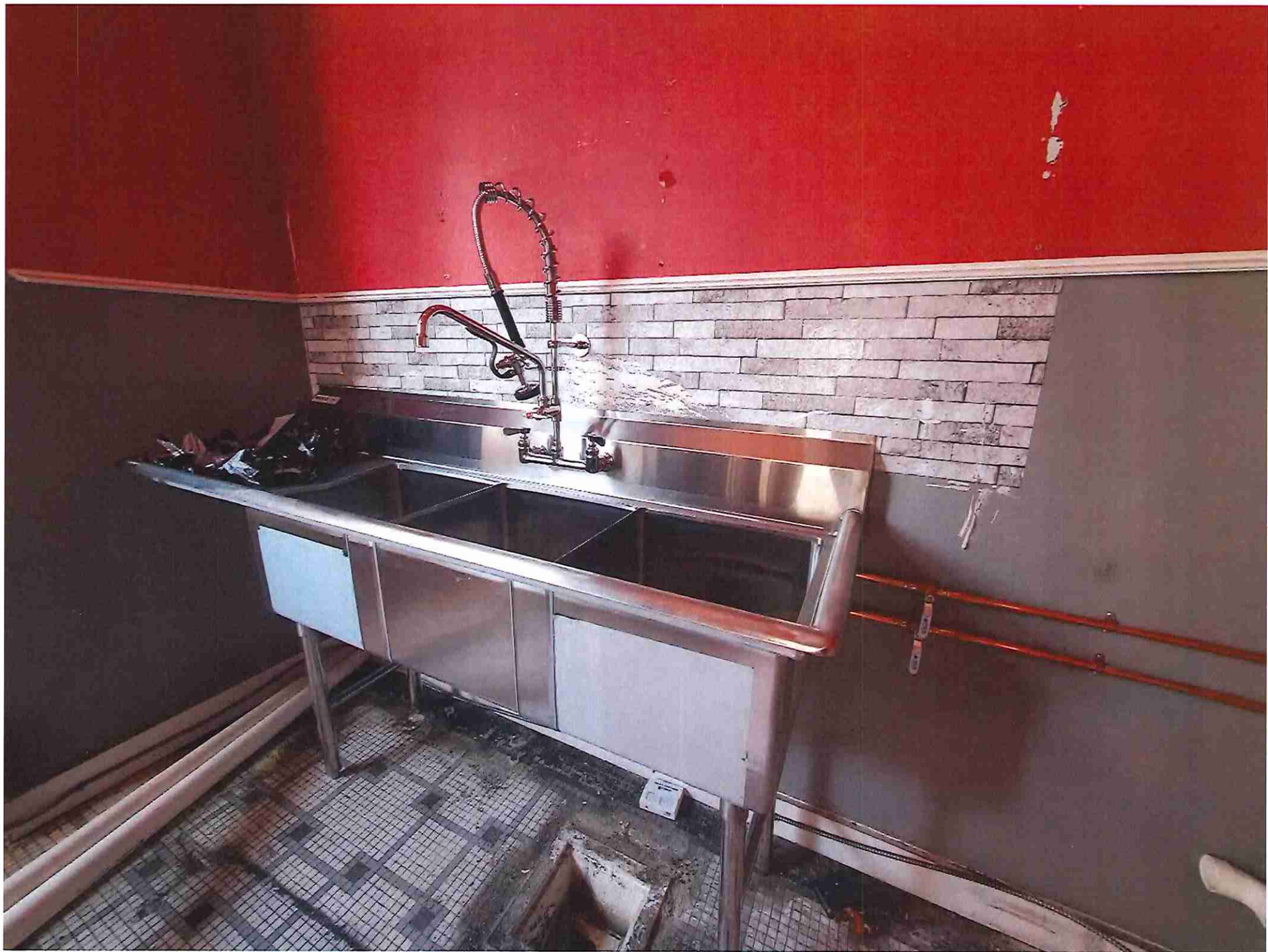












MOTHERLAND KITCHEN, LLC: W16971137

Department ID Number:

W16971137

Business Name:

MOTHERLAND KITCHEN, LLC

Principal Office:

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

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

Topic:

Save Locomotive 202 - Karen Dunn Swafford, President, and Jim McGarity, Treasurer, Hub City Chapter National Railway Historical Society

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

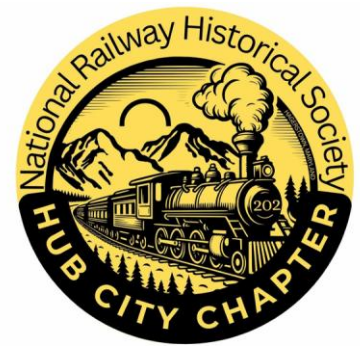
HCCNRHS_City_Council_8-12-2025.pdf

HCCNRHS_Memorandum_of_Understanding_Draft_(1).pdf

Description

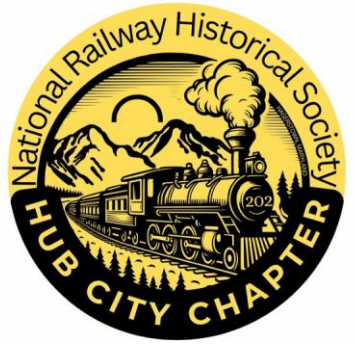
Engine202 Detailed

Engine 202 MOU



Locomotive 202 Information You Know

1. Historically Significant passenger train that regularly ran from Hagerstown to Baltimore.
2. Western Maryland Railway K-2 Pacific Mainline engine.
3. Built in 1912 by the world-renowned Baldwin Locomotive Works for use by the Western Maryland Railway, Steam Locomotive No. 202 is the last remaining of its kind.
4. It has been on static display at City Park since 1953, over 70 years.
5. 1984 Locomotive 202 was added to the National Register of Historical Places.
6. 2019 initial funds were obtained to start a re-construct of the pavilion covering Locomotive 202 as well as for a cosmetic restoration of 202.
7. 2023 the allocated funds were increased due to the foreseen cost associated with the project outlined by Proffitt & Associates.
8. Project went out for bid including the pavilion and Locomotive 202 restoration as one contract.
9. One bid came back from Callas Contractors for \$3.3 million dollars.
10. No further movement.
11. August 2024 the Public Works Department returned the \$633,000 grant fund and cited other options outside of restoring the locomotive were being reviewed.
12. In October 2024 the official MDOT Locomotive 202 project funding was closed and funding redistributed.
13. The City of Hagerstown decided to explore the option of donating 202 to the WMSR and confirmed their renewed interest in Locomotive 202.
14. WMSR presented a short proposal in September 2024.
15. October 2024 the initiative Save Locomotive 202 was founded.
16. January 2025 Save Locomotive 202 presented a proposal to the City Council offering help with the Locomotive 202 situation.
17. February 2025 the Hub City Chapter of the National Railway Historical Society was formed as a 501(c) 3 railroad heritage non-profit.
18. The public Works Director, Eric Deike, who is heading up the conversation with WMSR presented an in-depth contract proposal to the City Council July 2025.
19. No formal vote was ever taken.
20. The matter has been left unresolved and now it falls to you, the new Council, to guide 202's future.

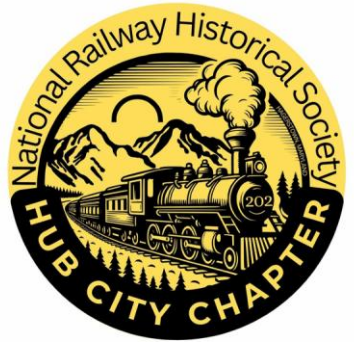


8-12-2025

HAGERSTOWN CITY COUNCIL MEETING WITH HUB CITY CHAPTER
CITY HALL - 1 E FRANKLIN STREET, HAGERSTOWN, MD 21740

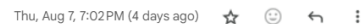
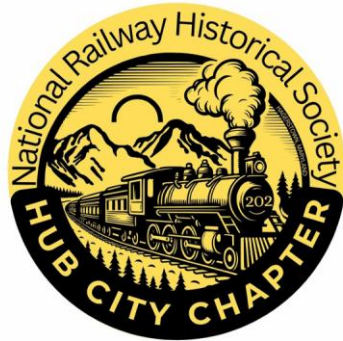
What we ask for today:

- **Commit to keeping Locomotive 202 in Hagerstown, Maryland.**
- **Build a preservation plan for Locomotive 202.**
- **Have the Public Works Department or Hub City Chapter re-bid the Proffitt & Associates outlined restoration of the locomotive.**
 - Exclude the pavilion reconstruction.
 - Companies are interested in bidding on the project and have open work orders from the 2023 bid.
 - Hub City Chapter would need a letter of consent from the City of Hagerstown to work with restoration companies and sponsors.
 - Restoration experts estimate the cost of a cosmetic restoration to be \$275,000.00.
- **Allow the Hub City Chapter 8-12 months to participate in the re-bid and fundraising processes.**
- **Discussion:**



What we have accomplished:

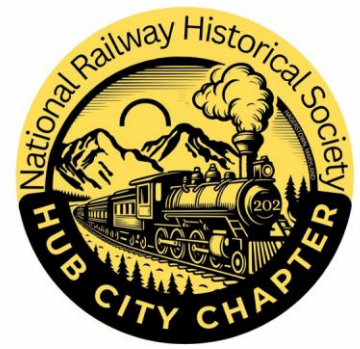
- **Founded a railroad heritage non-profit 501(c)3 in February 2025**
 - Hub City Chapter of the National Railway Historical Society
- **Partnership with the Boys & Girls Club of Washington County, MD**
 - Onsite STEAM lessons and tours to Hagerstown Roundhouse Museum and City Park Train Hub
- **Partnership with the Hagerstown Parks and Rec Department**
 - Living Historians, Onsite tours with BGC
- **Sponsorships from local companies**
- **700 petition signatures**
 - Online and Paper
- **Monthly Railroad Heritage presentations by local historians**
- **Weekly Board of Director Meetings**
 - Tuesday 10am @ Free Range Cafe
- **Monthly Membership meetings**
 - 1st Tuesday of the month 7pm @ Hagerstown Roundhouse Museum
- **Upcoming raffle to yield \$5000.00**



Quote # 07292025-01TRB

Strasburg, PA 17579-0096
We are pleased to quote on the following Material or Services

FAX: 717-687-6194



Eric Deike

From: Eric Deike
Sent: Thursday, September 26, 2024 5:40 PM
To: Scott Nicewarner; Jim Bender
Subject: RE: Lou Scally - Engine 202

I called Lou this afternoon. Today was the first he was hearing of the train and wanted to know where all this stood. I told him Council was agreeable to giving the train to the Western Maryland Scenic Railroad for restoration. Lou asked if this was the final decision. I said the Council was agreeable to an arrangement. However, it would take time to negotiate the details, write a contract, and have final approved which takes time. Legally, this is not a done deal until there is a formal vote on the agreement. I also reminded him that a new mayor and at least 1 new councilmember would be elected by the end of November and they may have a different perspective on the train. I explained the dollars and cents of the program which he understood. I made it clear that the Council did not want to give the train away but given the cost of restoration or the option of seeing the train operational again, Council felt the better choice was restoration.

I reminded Lou that even if the train remained in Hagerstown, it would never run on any tracks as there are none for it to operate upon. That gave him a bit of hesitation and caught him off guard a bit. I said the train could be fired up but it would have nowhere to go.

Lou is not in favor of losing the train. Expect to hear from him soon and have a visit from him at a future council meeting. He plans to get the word out to the public and possibly form a "Save the Train" committee or at least see what interest there is. He stated he was part of a small committee that saved the Maryland Theatre. The bricks from the Theatre were once to be sold off but this committee was able to save the Theatre and "look at it now." The Mayor frequents his radio program and he plans to question her about it.

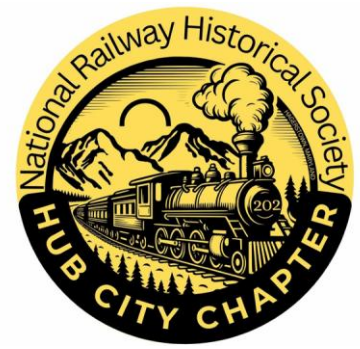
For now, I will continue as directed and make contact with Bob Flanigan until directed otherwise.

From: Eric Deike <EDeike@hagerstownmd.org>
Sent: Thursday, September 26, 2024 4:14 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Jim Bender <JBender@hagerstownmd.org>
Subject: RE: Lou Scally - Engine 202

I need to review specifics of the project before I call him. It may be tomorrow before I do.

From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Thursday, September 26, 2024 12:37 PM
To: Eric Deike <EDeike@hagerstownmd.org>
Subject: Lou Scally - Engine 202

Hey, I am booked rest of afternoon so can you call Lou Scally and give him information on Engine 202 and what is happening? 301-991-1318. I don't have the particulars on refurbishment, etc. Thanks.



Eric Deike

From: Jim Bender
Sent: Friday, September 27, 2024 11:46 AM
To: Eric Deike
Subject: RE: Engine 202 History

Rodney has a folder for it on the server:

H:/Engineer/Rodney/202 Train Hub

From: Eric Deike <edeike@hagerstownmd.org>
Sent: Friday, September 27, 2024 10:23 AM
To: Donna Spickler <DSpickler@hagerstownmd.org>; Mark Haddock <MHaddock@hagerstownmd.org>; Leann Raley <lraley@hagerstownmd.org>; Amy Riley <ARiley@hagerstownmd.org>; Kay Osmer <KOsmers@hagerstownmd.org>; Sharon Ruppenthal <SRuppenthal@hagerstownmd.org>
Cc: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Jim Bender <JBender@hagerstownmd.org>
Subject: Engine 202 History

All,
Please research your files and pull together everything we have on the Engine 202. Pushback is already happening and I need to fully understand the history of the train including the original agreement. Comments have been made that the 202 was given to the "children of Hagerstown" and therefore we may not have the legal right to give it away.

I would also like to see the history on the cabooses, train museum and everything else over there. Do we own all the items in the museum? Are any on loan? Etc.

Thank you.

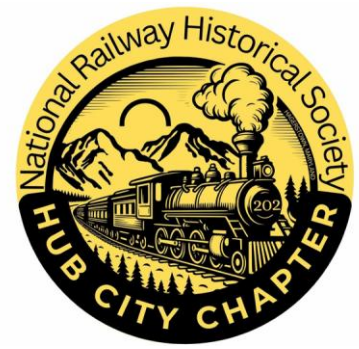


Eric B. Deike
Director of Public Works
Phone: 301-797-6085
Email: edeike@hagerstownmd.org
51 W. Memorial Blvd.
Hagerstown, MD 21740

www.hagerstownmd.org



DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public



Wes Moore
Governor
Aruna Miller
Lieutenant Governor
Paul J. Wiedefeld
Secretary
William Pines, P.E.
Administrator

October 9, 2024

Mr. William Killinger
Assistant Director of Engineering
City of Hagerstown
Department of Parks and Engineering
1 East Franklin Street
Hagerstown MD 21740

Dear Mr. Killinger:

Thank you for the City of Hagerstown's support for Maryland's Transportation Alternatives (TA) Program, which preserves historic transportation facilities. As administrator of the TA Program, the Maryland State Highway Administration (SHA) is dedicated to rehabilitating historic transportation facilities that are part of the intermodal transportation system.

In October 2019, the TA Selection Committee awarded the City of Hagerstown \$396,000 for the City Park Train Hub Locomotive Refurbishment and Pavilion Replacement Project, State Contract WA061B51, Federal Project 0003910. In May 2023, the Memorandum of Understanding Amendment One was executed, increasing the City's award to \$632,338. This funding was to construct a new pavilion over Steam Engine 202 that displays the locomotive and allows for better access, in addition to refurbishing the rare locomotive to its original appearance. On September 11, 2024, SHA received notification of the City's decision to withdraw the City Park Train Hub Locomotive Refurbishment and Pavilion Replacement project and return the unexpended awarded funding.

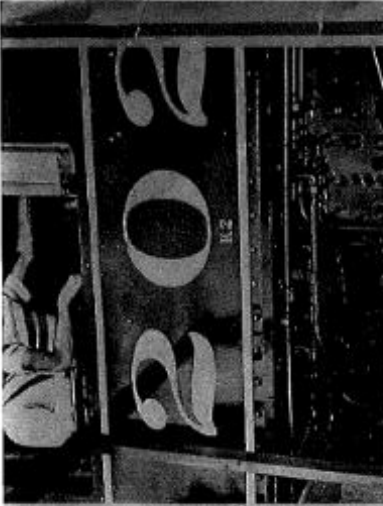
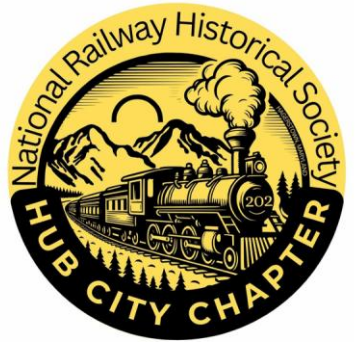
This document represents official notice that the project will be closed, and unexpended funds will be redistributed to the program. The SHA encourages the city to apply for TA funding in a future application cycle. Please look for the next call for applications next Spring at www.roads.maryland.gov.

Thank you again for the City of Hagerstown's involvement in the TA Program. If you have any questions or concerns, please contact SHA Regional and Intermodal Planning Division (RIPD) Grants Program Liaison, Ms. Thornette Simpson, at 410-545-5964 or tsimpson3@mdot.maryland.gov. She will be happy to assist you.

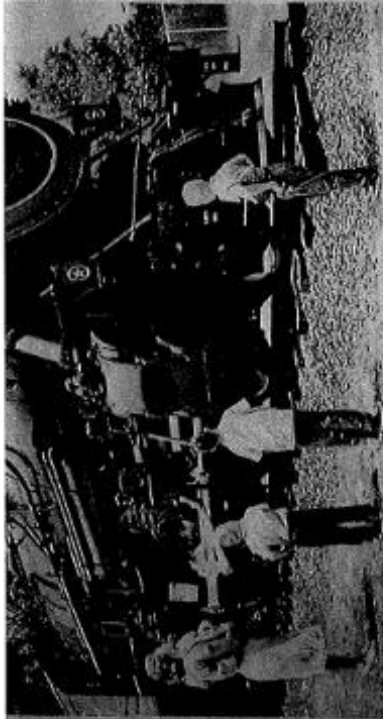
Sincerely,

Cheryl Ladota
Cheryl Ladota
Assistant Chief
Regional and Intermodal Planning Division
Office of Planning and Preliminary Engineering

cc: Ms. Thornette Simpson, Grants Program Liaison, RIPD, SHA



William Bishop, retired old-time railroader, opens Ernest Falter, 14, a few pointers about "main-lining." Many old railroad men visit 202 to swap yarns and brag about their engines.



Locomotive 202 sits proudly on her personal siding in Hagerstown's city park and is visited daily by out-of-towners and local citizens. These visitors are Mrs. Gladys Keyfauver and her four boys, Roger, the baby, Richard, 5; Larry, 7; and Carroll, 8.

Tired Old Locomotive Now Puffs for Kids

HAGERSTOWN, MD. — Old railroaders often gather 'round 202 to argue over the merits of engines and reminisce about the old days. When the company found it could get only \$2,800 for the metal, a suggestion was made, which met with approval of all the young in heart here: to give 202 to the city park.

No matter how much it is appreciated, a gift weighing 250,000 pounds isn't taken lightly. Hagerstown authorities worried about how to get the locomotive to the park. Finally, the railroad solved the problem by switching 202 to a Pennsylvania spur which runs by the park, building a short section of track into the site and driving her in.

Opening day, last November 15, was one the youngsters will never forget. W. Arthur Grom, president of Western Maryland, made the presentation. Then the locomotive and tender were turned over to the children.

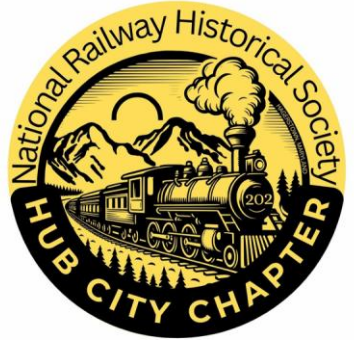
An air-compressor bidden in the boiler was connected to the whistle, and burning newspapers in the firebox poured smoke from the stack. With the bell ringing, the whistle tooting, and all fired

up, old 202 didn't go anywhere, but no youngster put any strain on his imagination by picturing himself piloting her at 80 miles an hour.

Since then, the novelty of 202's presence in the city park has worn off, but the children still visit frequently, especially on week ends. F. O. Harpen, a retired engineer, opens the locomotive daily and is around to answer questions and set that there are no accidents.

Locomotive 202 may have slowed up in her old age, but she never had it so good. —E. E. Jr.





City agrees to give Engine 202 to foundation that will restore it

By ELIZABETH LOHR
Staff Writer

Under new ownership, a 75-year-old locomotive steam engine that sits in City Park will be officially saved from a rusty death, according to structural engineer John Long.

Long, 70, bought the locomotive known as Western Maryland 202 from the City of Hagerstown in 1982 for \$1. He had long-term plans to restore and possibly operate it, but later gave it back to the city because of insurance problems.

The structural engineer now heads a local preservation group called Locomotive 202 Foundation, Inc., which has taken on the entire restoration project.

An ownership transfer agreement between the City of Hagerstown and The Foundation was approved last night during a City Council meeting.

Once the agreement is signed by the foundation, the locomotive will be preserved forever, said Long.

"Somebody had to do something with that thing. Otherwise, we'd have lost an artifact. It was a rusty heap when I first got it," he said.

Long said the restoration will be complete by mid-summer. The Foundation received approval from the Federal Railroad Administration to operate the locomotive, but insurance costs through local carrier could still keep the engine dormant, he said.

"I'd like to run the thing just

around the area, but these railroad carriers demand such huge outlays. Conrail, for instance, demands a \$25 million insurance policy," said Long.

The city first acquired the locomotive in 1952.

SAVE
LOCOMOTIVE
202

HAGERSTOWN, MARYLAND
SAVELOCOMOTIVE202@GMAIL.COM



SPEAKING BRIEFLY at yesterday's ceremonies was W. Arthur Grotz, president of the Western Maryland Railway, at the microphone. At the left is John B. Ferguson, a director of the railroad.

Western Maryland Engine 202 Now A Monument To Steam Era In Park

Whistle Toots For Last Time Yesterday As Engine Dedicated In Ceremonies At City Park; To Be A Permanent Exhibit.

HAGERSTOWN, Nov. 18 (AP)—Old 202, a 1912 steam locomotive, is back in service again but it won't turn a wheel and all of its passengers are kids.

The locomotive and its tender are a gift of the Western Maryland Railway to the city of Hagerstown.

It's to be a permanent railroad exhibit in Municipal Park—and a permanent toy for the kids, complete with whistle.

The official transfer of the \$46,000 locomotive from the Western Maryland to the city was transacted by W. Arthur Grotz, president of the railroad, and Mayor Winslow Burhans. The brief ceremonies occurred a week later than originally planned, because of the snowstorm a week ago.

The program also included a short talk by Paul Snyder, chairman of the Hagerstown Park Board, and the introduction of Grotz by John B. Ferguson, local contractor and member of the board of the Western Maryland. Rev. James Ault pronounced invocation, and the Hagerstown Municipal Band performed a concert.

The Western Maryland president pointed out that Hagerstown was chosen to receive the engine, because of this city's reputation as a rail center and the important place Hagerstown has held in the history of the Western Maryland.

The Mayor and Park Board chairman in turn pledged that Hag-

erstown will take the best of care of the locomotive and tender, and praised the Western Maryland for the prosperity its existence has meant to Hagerstown and vicinity.

Holding a special place of honor was C. E. Smith, 211 West Washington Street, who was clad in his engineer's clothing. Mr. Smith, who retired three years ago, was engineer for Old 202 for many years on its Hagerstown-Baltimore run. He was called back into the service of the railroad briefly when difficulties arose in getting the engine into City Park.

That last trip for Old 202 was the most difficult, in some respects.

To get it from the Western Maryland's tracks to its place in City Park required all sorts of special planning and activities. A temporary track was laid from the Western Maryland's permanent track to its new home. The Norfolk and Western tracks had to be cut temporarily, while the engine was driven across, and some of the hedge that surrounds City Park at that point required trimming.

But the result is a fenced-in enclosure which permits easy inspection of the engine during the daytime and safe locking-in at night time to prevent trouble from vandals. Temporary stands were erected for yesterday's speech-making, and park benches provided seats for the audience.

Everyone who was interested in the internal arrangements of Old 202 was invited to climb into the cab and look around. Special steps were erected for this purpose yesterday, and hundreds of the individuals who attended the ceremonies took advantage of the offer.

The railroad gave the engine and

to the city on the theory boys and girls will soon be growing up without an opportunity to see the iron horse which played such a prominent part in local life for a century. With railroads here and elsewhere converting to diesels, the locomotive in City Park will remain a permanent museum piece, symbolizing the industry that helped Hagerstown to grow into one of Maryland's largest cities, and the only rapid method of mass transportation up to the arrival of the automobile.

Although the banners and the speaker's stand will be removed, the engine will be available for inspection in the future at all times, standing on a short piece of track.

Old 202, now 41 years old, was built at the Baldwin Locomotive Works, and the men who ran it, like Mr. Smith, aver that it was one of the best of its kind.

It had been polished up and put local Western Maryland shops, and had almost the appearance of a brand-new locomotive yesterday.

For the benefit of persons who aren't familiar with all the nooks and corners of City Park, it's located in the southwest corner, where tennis courts used to be maintained.

Open
a
Chara
A

age

Hub City Chapter
National Railway Historical Society
426 S Cannon Ave
Hagerstown, MD 21740



Memorandum of Understanding Between City of Hagerstown, Maryland and Hub City Chapter of the National Railway Historical Society, Inc.

Purpose: This Memorandum of Understanding (MOU) establishes a collaborative agreement between the City of Hagerstown, Maryland (hereinafter referred to as the "City") and the Hub City Chapter of the National Railway Historical Society, Inc. (hereinafter referred to as the "Chapter") to facilitate the restoration assessment of Locomotive 202, a historically significant locomotive on display at Hagerstown City Park.

Background: Locomotive 202 holds historical and cultural significance to the City of Hagerstown and the surrounding community. In recognition of its importance, both parties agree to collaborate in obtaining professional restoration assessments and quotes to determine the scope and cost of potential restoration efforts.

Terms of Agreement:

1. Authority to Contact Restoration Companies:

- The Chapter shall have the authority to contact professional restoration companies specializing in railroad equipment to inquire about and obtain restoration quotes for Locomotive 202.
- The Chapter will ensure that the companies contacted are reputable and experienced in the restoration of historical railway artifacts.

2. Reporting and Coordination:

- The Chapter shall keep the City informed of any communications and quotes obtained from restoration companies.
- All quotes and assessments received will be submitted to the City for review and consideration.

3. Cost and Liability:

- This MOU does not obligate either party to commit funds or resources beyond the scope outlined herein.

4. Duration and Termination:

- This MOU shall remain in effect until the completion of the restoration assessment process or until terminated by mutual consent of both parties.
- Either party may terminate this MOU within thirty (30) days written notice.

Hub City Chapter
National Railway Historical Society
426 S Cannon Ave
Hagerstown, MD 21740



Memorandum of Understanding Between City of Hagerstown, Maryland and Hub City Chapter of the National Railway Historical Society, Inc.

Signatures:

City of Hagerstown, Maryland

By: _____ Date: _____ Title: _____

Hub City Chapter of the National Railway Historical Society, Inc.

By: _____ Date: _____ Title: _____

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

Topic:

Washington County Historical Society Overview – *Andrew Stout, Executive Director, Washington County Historical Society*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Memo_-_Washington_County_Historical_Society.pdf

Memo - Washington
County Historical
Society

Washington_County_Historical_Society_Garage_Presentation_8.12.25.pdf

Historical Society
Docs for 8.12.25
Presentation



CITY OF HAGERSTOWN, MARYLAND

Donna Spickler

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

TO: Mayor and City Council Members
Scott A. Nicewarner, City Administrator

FROM: Donna K. Spickler, City Clerk 

SUBJECT: Washington County Historical Society Overview

DATE: August 7, 2025

Andrew Stout, Executive Director of the Washington County Historical Society, will be present at the August 12, 2025 Mayor and City Council Work Session to provide an overview of the Historical Society and their work in the community.

If you have any questions, please let me know. Thank you.



“TO PRESERVE AND PROMOTE THE
HISTORY OF WASHINGTON COUNTY, MD”



What is WCHS?

- A nonprofit organization with a membership of over 350 people.
- Miller House Museum w/ 20,000+ documents and artifacts.
- kinship: Family Heritage Research Center for genealogical research.

Miller House Museum (aka Price-Miller House)



- * Property & pottery of Peter Bell 1802-1823.
- * 1825 Federal-style townhouse built by William Price.
- * Donated to WCHS by the Miller family who lived at house from 1911-1966.



Culture & Cocktails



MAY 18, 2024

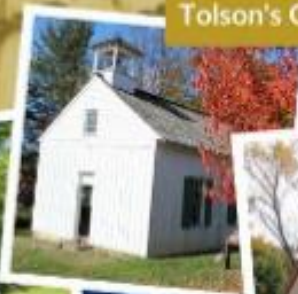
WCHS Bus Tour



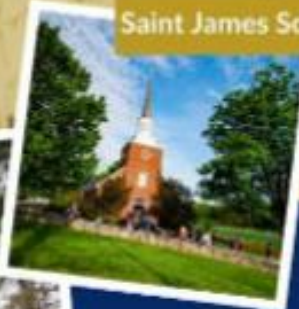
Dahlgren Chapel



Tolson's Chapel



Saint James School



Newcomer House



St. Mark's Episcopal Church



**WCHS Bus Tours 2024:
Historic Houses of Worship**

Curating Community Initiative



The 160th
**ANNIVERSARY OF THE
RANSOM**



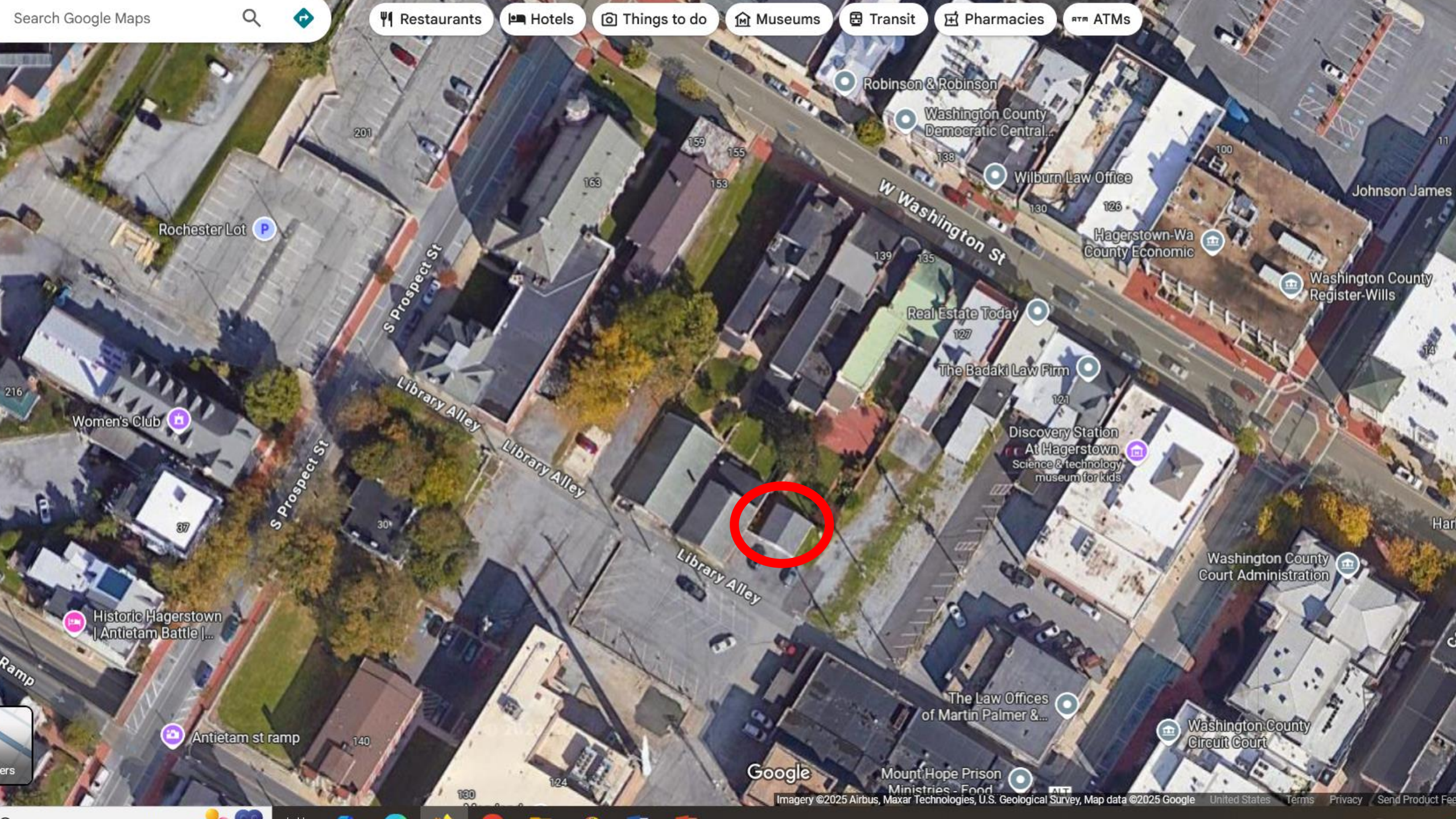
**HAGERSTOWN
WASHINGTON COUNTY
HISTORICAL SOCIETY
2024 FUNDRAISER**

**June 22, 160th Anniversary
Dinner, Key Note Lecture with
Stephen Bockmiller, and Auction!**

**June 29, Ransom History Day:
Featuring Civil War walking
tours, art show, exhibit opening,
mayoral proclamation,
reenactors, and more!**

MILLER HOUSE MUSEUM CURATORIAL FACILITY Ph I













MILLER HOUSE MUSEUM CURATORIAL FACILITY Ph I

- \$32,400 total cost for PH I to obtain architectural design plans and approvals.
- PHII estimated at \$650,000 to one million dollars.
- MHAA has contributed \$20,000 to PHI. WCHS is currently soliciting local foundation support for the remainder.

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

Topic:

Urban Tree Grant Program - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Urban_Tree_Grant_Program-Acceptance_of_Grant.2025.pdf

Description

Urban Tree Grant Program -
Acceptance of Grant



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

August 12, 2025

TO: Scott Nicewarner, City Administrator
FROM: Jim Bender, City Engineer JIM
RE: Urban Tree Grant Program – acceptance of grant

1. Background

Over the past several years, the City has applied for (and been awarded) grants from the Chesapeake Bay Trust (the Trust) to plant trees at various locations around the City. These grants are part of the *Tree Solutions Now Act of 2021* that allocated funds to attempt to meet the goal of planting 5 million trees in Maryland by 2031. In the spring of 2025, staff applied for another tree planting grant from the Trust, and we have been notified that we have been awarded \$50,000 in funds for this project. In our grant application, the City committed to a \$27,750 local match of funds from the Stormwater Protection Fund. Due to the size of the award, the City's Grant Policy requires the City Council to formally approve acceptance of the grant.

2. City Council action requested

Review this information, and determine whether or not to accept this grant from the Trust. If the Council agrees, Staff will submit this for formal acceptance at the August 26th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion

For more than two decades, the City has had an ongoing program to plant trees along streets and other locations in our public parks, and to increase the overall canopy coverage. Unfortunately, as some of the larger residential, commercial, and industrial developments have been completed, the City has lost a significant number of trees (e.g. the NorthPoint development along Wesel Blvd., and the Currwood development along Howell Road). The City has used funds collected through the Forest Conservation program to do some planting to make up for these losses, but it is becoming more and more difficult to find suitable planting areas. Staff sees this Urban Tree grant as a tool to help increase canopy coverage.

With the City's NPDES MS4 stormwater permit, planting trees can qualify as a means to meet our restoration requirement. Each tree planted reduces the number of acres of impervious area that the City must treat. In the FY 26 budget for the Stormwater Fund, a minimum of \$50,000 has been set aside to plant trees to help us meet our permit requirements. Staff intends to use part of that money to serve as the local match to the Trust's grant. We have committed to planting a minimum of 130 trees in FY 26 under this grant.

attachment: Grant Agreement

cc: Bill Killinger
Michelle Hepburn
Austin Allman



July 23, 2025

Mr. Scott Nicewarner
City Administrator
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740

Dear Mr. Nicewarner:

The Chesapeake Bay Trust (the Trust) thanks the City of Hagerstown for your proposal to the Urban Trees Award Program. The Trust received a high level of requests, over \$11.7 million in requests for \$8.6 million available in this round of the program. I am pleased to report approval of \$50,000 to plant 130 trees in the City of Hagerstown.

Your award will be distributed as detailed in the award agreement attached. The payments are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

Funds cannot be applied to expenses incurred prior to July 1, 2025.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online System accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates.

If you should have any questions regarding our decision, please feel free to contact the Program Officer Lianna Gomori-Ruben at (410) 974-2941 ext. 112. For questions regarding payment status, please contact finance@cbtrust.org. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jana Davis".

Jana Davis, Ph.D.
President

Award #: 26064
Project Leader: Mr. James Bender



108 Severn Avenue, Annapolis, MD 21403 ♦ (410) 974-2941 ♦ www.cbtrust.org



Award Agreement between the Chesapeake Bay Trust
and the City of Hagerstown

This agreement is between the Chesapeake Bay Trust (the "Trust") and the City of Hagerstown (the "Awardee"). The total amount of the award for award number 26064 is \$50,000. Delivery of this award is made through the Urban Trees Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

Award Amount and Description

The award is in the amount of \$50,000 to plant 130 trees in the City of Hagerstown. By accepting this award, Awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/6/2025, modified through any contingencies below, and approved in this agreement.

Period of Performance

The period of performance for this award is from 7/1/2025 to 12/15/2027.

Changes in Scope and Budget

Up to 10% of total project funds may be shifted from one of the high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project's goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:

- Scope Changes:
 - i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
 - ii. A change in the physical location of a project
 - iii. Changes in key personnel or key project partners
 - iv. Changes in project deliverables are proposed in your original application and modified through any contingencies in this award agreement
 - v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
- Budgetary Changes:
 - i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
 - ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
 - iii. Budget changes that reflect an alteration of the intent of the project
 - iv. Budget changes that reflect a change in the environmental benefit or impact of a project

Distribution of Funding

Funding will be distributed in phased payments as follows:

Phase 1 payment of \$45,000 is for fall 2025 planting and maintenance. This payment is contingent upon:

- i. Initiation and scheduling of a mandatory project initiation meeting within 45 days of the project start date with the Program Officer, and submission of a record of attendance by 8/20/2025 to document that the meeting was held. At the project initiation meeting, reporting requirements and project deliverables will be discussed;
- ii. Submission by 8/20/2025 to the Trust of the signed award agreement;
- iii. Submission by 8/20/2025 to and approval by the Trust of a planting plan, which includes a map demarcating identified planting sites and the native tree species to be planted. You can follow the example provided here: <https://cbtrust.org/wp-content/uploads/Example-Planting-Plan.png>; and

- iv. Availability of state funding.

Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

Final Payment of \$5,000. This payment is contingent upon:

- Registration of the trees planted in the previous phase to the Maryland Department of Environment's [Five Million Trees Tracking Tool](#) (Trust staff will help support this effort; contact the Program Officer for assistance).
- Submission to and approval by the Trust of your final report due on or before 12/15/2027. The final report shall include
 - i. **Programmatic Report:** A status report using the Trust's status report form accessed through http://www.GrantRequest.com/SID_1520. The status report shall include a detailed description of the project. If the project involves a construction piece, include information about permit status, construction bid process, and construction scheduling. If the project involves an outreach piece, include information on how audiences have been identified and reached to date.
 - ii. **Financial Report – FMS “Expenses” worksheet:** Information must be entered in the appropriate columns (see the “Expenses Instructions” worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
 - iii. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs:** Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's “Expenses” worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's “Expenses” worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.
 - iv. **Final Products:** Final products that include any additional other deliverables as outlined in your award application and as modified through any contingencies.
 - v. **Photos of the Project:** For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.
- Availability of state funding.

Progress Reports

Progress reports on this project including a description of the tree planting progress, to date, are due to the Trust on or before the following deadlines:

1. 6/15/2026 and
2. 6/15/2027.

Submitting Documents/Requirements

The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the Awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the Awardee.

Acknowledgement of Funder(s)

All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge the Chesapeake Bay Trust and include the Trust's logo (available at www.cbtrust.org/logo). The program partner 5 Million Trees for Maryland who appears at the top of the cover letter to this Agreement must also be acknowledged using both name and logo (available at https://cbtrust.org/wp-content/uploads/MFF_5mil-trees-logo.png).

Executive Officer Initials

Project Leader Initials

Indemnification

To the extent allowed by law, the Awardee agrees to indemnify and save harmless the Trust, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the Awardee's negligence, negligent performance of, failure to perform its obligations, or otherwise caused by the Awardee's performance of the project under the terms of this agreement. If the Awardee uses contractors and subcontractors, the Awardee must require its contractors and subcontractors to indemnify and save harmless the Trust and its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the contractor's or subcontractor's negligence or performance of the project.

Accidents or Emergencies

The Awardee must immediately report any accident/emergency to the Trust.

Termination

The Trust may terminate this award, in whole or in part, if you fail to comply with the terms and conditions of the award including statutory or regulatory requirements or if the award no longer accomplishes the program goals or aligns with funding entity priorities. In the event of termination of this award prior to completion, you shall immediately (unless otherwise directed by the Trust in its notice of termination) undertake all reasonable steps to wind down the project collaboratively with the Trust. Should suspension or termination of federal funding occur, you will be given as much time as possible to amass documentation of costs incurred and a properly prepared and substantiated invoice up to the date of termination; however, you must be ready to submit those costs within 7 days of notification by the Trust.

By signing this award agreement, The Awardee agrees to comply with the terms and conditions of this agreement including status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Awardee also agrees to comply with terms and conditions included in the proposal submission and that all work will be conducted in accordance with appropriate Federal, state and local laws.

Failure to submit report(s)/requirement(s) by the deadline may affect continuance of this award and will affect eligibility of future awards.

The undersigned who is (are) fully authorized in the premises of the City of Hagerstown accepts, subject to the terms and conditions in the above award agreement.

Return signed copy of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*

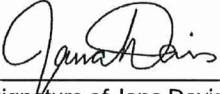
Title

Date

Signature of Project Leader*

Title

Date



Signature of Jana Davis, Ph.D.
Award #: 26064

President
Chesapeake Bay Trust
Award Program: Urban Trees

7/23/2025
Date

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

Topic:

Wastewater Deduct Meters for South Hagerstown High School - *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MEMO_WASTEWATER_DEDUCT_METER_SHHS_08122025.docx

Description

MEMO
WASTEWATER
DEDUCT METER
SHHS



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

Memorandum

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Re: Wastewater Deduct Meters
South Hagerstown High School (SHHH)
1101 S Potomac Street
Date: August 7, 2025

City Code § 240-63.A states that the charges and rates for the use and service of the public sanitary sewer system of the City charged to the owners of every building, dwelling house or other property connected with or using such system within the corporate limits of the City of Hagerstown shall be based on the amount of water delivered to the property from a public or private water supply as determined by meter readings or established minimums in accordance with the schedule of sewer rents, rates and charges which the Mayor and Council of the City of Hagerstown shall from time to time fix, establish and adjust.

City Code does allow for exemptions for wastewater billing in Section 240-69 which states “Whenever it may be established that the entire amount of water delivered to any property through a metered line from either a public or private water supply does not and cannot enter the WPC system but is legally discharged or consumed in such a manner as not to impose on the WPC system, an exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to such measurable water consumption which may be undelivered to the WPC system, provided that it shall first be determined by the approving authority that this is in fact existing.”

The City was approached by the Washington County Board of Education requesting consideration for a wastewater deduct meter (irrigation meter) associated with the irrigation of the athletic fields at South Hagerstown High School. The SHHS usage is approximately 7,400 GPD associated during the non-irrigation usage time frame (Oct – April). Based on historical usage patterns, the usage between May and September of each year increases to approximately 15,700 GPD. Irrigation water usage is estimated at approximately 53% of the total water usage.

With Mayor and City Council approval of an irrigation flow meters for SHHS, the Board of Education will install on their irrigation systems City approved bill accurate meters and radio transceiver units. There are two (2) irrigation systems installed at SHHS (main athletic field and the baseball field).

Staff will be at the August 12, 2025, Mayor and City Council meeting to discuss and answer any questions that may arise.

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

Topic:

Review of City Code Chapter 142 - Loitering - *Chief Paul "Joey" Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_City_Code_Chapter_142.pdf

Description

Memo - Chapter 142



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE

21740 - 4696

Non-Emergency 301-790-3700

50 N. Burhans Blvd.

Emergency 240-313-4345

Fax 301-733-5513

August, 06 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer,
Chief of Police

Ref: City Code – Ch 142 Loitering

The Hagerstown Police Department will attend the August 12, 2025 Mayor and Council meeting to review Hagerstown City Code chapter 142, Loitering, and discuss suggested amendments and or modifications.

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

Topic:

Review of City Code, Chapter 185 - Nuisance Abatement - *Amanda Gregg, Chief Housing and Community Development Officer, and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Chapter_185_-_Nuisance_Abatement_Memo_8.7.2025.pdf

Description

Chapter 185 - Nuisance
Abatement



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

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

MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

DATE: August 7, 2025

SUBJECT: Chapter 185 – Nuisance Abatement Ordinance

Staff from the Department of Housing & Community Development will be present at the August 12th Mayor and City Council meeting to discuss the currently adopted Chapter 185 – Nuisance Abatement Ordinance and any desired amendments.

Background

Chapter 185 was adopted by the Mayor and City Council in September of 2001. The Nuisance Abatement code gives the City authority to abate nuisance conditions on a property or public sidewalk. The term nuisance was defined as uncontrolled weeds, grasses or other vegetation, any trash, debris, weed cuttings, or other similar materials. The ordinance has been amended twice since adoption. The first amendment was in 2010 to create a schedule for reduced timelines for repeat offenders in the same calendar year. When the code was amended in 2018, the definition of nuisance was expanded to include uncontrolled vines, overgrown shrubs, overgrown trees on premises or public right-of-way, scattering of leaves over the public right-of way.

Current Process

Inspection staff will respond to a reported sanitation or high weeds concern or proactively identify a property with such conditions. The inspector will determine if the violation raises to the level of a nuisance. If the violation qualifies as a nuisance, the inspector will post a notice on the property and photo document the violations. The inspector will also mail a copy of the notice to the property owner. A deadline to comply can vary from 7-days to 1-day, depending on the violation and the number of violations in a calendar year. After the deadline to comply has passed, the inspector will revisit the property to determine if compliance has been met.

If the violation has been corrected, the case is closed. If the violation remains, the inspector will photo document the violations and submit a work order to Public Works. Public Works will then perform the abatement. Public Works photographs the violation prior to their department starting the abatement work and then photographs the same areas after they have completed the work.

After the abatement work has been performed, Public Works informs the Department of Housing & Community Development (DHCD) the work has been completed. DHCD then bills the property owner for the work performed (incurred costs plus administrative fee and technology fee). If a bill is unpaid, the amount due is either sent to collections or lienied against the property, per City Policy.

Statistics from last 5 years

	Abatement Notices Issued	City Abatements Performed	Avg. Cost per City Abatement
2020	1,447	470	\$252.90
2021	1,093	356	\$304.39
2022	1,202	347	\$267.59
2023	1,789	488	\$279.63
2024	1,651	405	\$268.71
2025	677	241	\$374.55

Next Steps

Provide staff direction on amendments to the currently adopted Chapter 185 – Nuisance Abatement Ordinance.

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