

# **Mayor and Council Work Session September 9, 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"*

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## **3:00 PM WORK SESSION**

- 3:00 PM** 1. Proclamation: Abilities Advocacy Month
- 3:05 PM** 2. Proclamation: Pregnancy & Infant Loss Awareness Month
- 3:10 PM** 3. ENOUGH Update – *Keith Fanjoy, President & Chief Executive Officer of San Mar and Jen Yonker, Bester Community of Hope*
- 3:30 PM** 4. Discuss Legislative Priorities with Senator Paul Corderman, Delegate Matthew Schindler and Annaston Cree, representing Congresswoman April McClain Delaney – *Mayor and City Councilmembers*
- 4:15 PM** 5. Wheaton Park Stage - Reallocation of Community Development Block Grant (CDBG) Funds - *Jim Bender, City Engineer and Margi Joe, Community Development Manager*
- 4:20 PM** 6. Purchase Agreement for 149 N. Potomac Street - *Jill Thompson, Director of Planning and Economic Development and Doug Reaser, Economic Development Manager*
- 4:50 PM** 7. Vote 16 Hagerstown: Empowering Young Local Voices – *Zoe Burnett*

## **SPECIAL SESSION**

- 5:00 PM** 1. Approval of a Resolution: Inspection Agreement for the property located at 149 N. Potomac, Hagerstown, MD
- 2. Approval to Remove from the Table: Weller's Alley Fence Project
- 3. Discussion: Weller's Alley Fence Project – *Jim Bender, City Engineer*
- 4. Approval of a Contract for the Weller's Alley Decorative Fence Project

## **CITY ADMINISTRATOR'S COMMENTS**

## **MAYOR AND COUNCIL COMMENTS**

## **ADJOURN**

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

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**Topic:**

Proclamation: Abilities Advocacy Month

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Proclamation: Pregnancy & Infant Loss Awareness Month

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

ENOUGH Update – *Keith Fanjoy, President & Chief Executive Officer of San Mar and Jen Yonker, Bester Community of Hope*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Discuss Legislative Priorities with Senator Paul Corderman, Delegate Matthew Schindler and Annaston Cree, representing Congresswoman April McClain Delaney – *Mayor and City Councilmembers*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

M\_C\_Memo\_2026LegislativeListing\_090925.pdf

**Description**

Memo: Legislative Listing  
2025



# CITY OF HAGERSTOWN, MARYLAND

**Scott Nicewarner**  
**City Administrator**

One East Franklin Street • Hagerstown, MD 21740

E-mail: [snicewarner@hagerstownmd.org](mailto:snicewarner@hagerstownmd.org)

Telephone: 301.766.4168 • TDD: 301.797.6617 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Mayor and City Council

FROM: Scott Nicewarner, City Administrator *SN*

DATE: September 9, 2025

SUBJECT: City's Legislative Priorities for 2026 Maryland General Assembly

## FOCUS OF AGENDA ITEM

Discussion of legislative priorities with Senator Paul Corderman and Delegate Matthew Schindler for their input and discussion among members.

## BACKGROUND

Staff will discuss suggestions to aid in formulating the priorities for legislative action in the 2026 Maryland General Assembly.

Our delegation was successful in getting bond financing for a SAMA study for a new public safety center for HFD and HPD. Staff are working now with General Services to secure the funding and begin the study.

Two priorities from previous sessions of the Assembly suggested to return to Annapolis and supported by staff are:

- Express Consent for Annexation having different zoning classifications. (LAR Attached).
- Body Cams for Enforcement Officers (Code Enforcement / Parking )

Other subject areas for legislation for consideration include:

- Making the Hagerstown Fieldhouse exempt from all personal/real property taxes for both City and County. (local delegation bill)
- Relocation / Expansion of Community Gardens (local delegation bill)
- Required certification and registration of Sober Houses in Maryland (state-wide bill)
- Required certification and registration of Property Management companies in Maryland (state-wide bill)
- Public Identification of Principals in LLC Filings for Business Licenses (state-wide bill)
- Making Washington County a "shall" county related to tax differential communications (state-wide bill – see below).
- Bond bill for relocation either through acquisition or rehab of current structure of the Washington County Historical Society into a downtown space.



MML will be looking for support from the City on its strategic initiatives to be presented to the general membership at Fall Conference in October. There is one priority with multiple components:

- Increase the ability for municipalities to raise revenue in addition to personal and real property taxes to include:
  - o Admissions & Amusement tax on all food and beverage sales.
  - o Establishment of all County's to be "shall" counties regarding tax differential process.

The listing produced will be forwarded to our lobbyist, the Community Coalition, and our Washington County delegation for their input during the Pre-Legislative Session meeting with City elected officials in November. Many, if not all, of the suggested initiatives may end up as separate legislation submitted by other delegations. If so, and it is one you would wish to pursue, we can either ask for local delegation sponsorship or if not send letters of support to the committee reviewing the proposed legislation.

We look forward to discussion and inclusion of any initiatives that are not on the list and would like supported by the delegation. I have already been informed by our lobbyist that capital money is going to be tight this year and projects over \$1 million will be tough to get through. This may be the session where we look for help with non-capital legislation the Council would be interested in pursuing and where local City ordinances would not pertain.

#### **ACTION REQUESTED**

Consensus between Council and representatives of a priority listing of legislative proposals for the 2026 General Assembly session.



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

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**Topic:**

Wheaton Park Stage - Reallocation of Community Development Block Grant (CDBG) Funds -  
*Jim Bender, City Engineer and Margi Joe, Community Development Manager*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Wheaton\_Park\_Stage\_-\_reallocation\_of\_CDBG\_Funds.pdf

**Description**

Wheaton Park Stage -  
Reallocation of CDBG  
Funds





# CITY OF HAGERSTOWN, MARYLAND

## Department of Engineering & Permits

September 9, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer *JIM*  
Margi Joe, Community Development Manager

RE: Wheaton Park Stage – reallocation of CDBG funds

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1. Background

City staff have been working on the second phase of improvements at Wheaton Park in accordance with the master plan that was developed for the park. The main element of this second phase of improvements is the construction of a new stage/bandshell on the western side of the park. Including carryover CDBG funds and new CDBG funding in the approved FY 26 budget, \$100,000 is available for the project. City staff put this project out for bids earlier this spring, and opened bids in June 2025; only one bid was received in the amount of \$378,000. City staff decided to reject that bid, make some revisions to the plans for the stage, and re-bid the project. Bids were opened in August 2025, and eleven contractors submitted bids; the low bid was \$196,120.75. Since this bid significantly exceeds the funds that are available for the project, the City would need to find another funding source to move forward with the project. City staff are proposing to reallocate CDBG funds from another Capital Improvement Project in the FY 26 budget to cover the funding shortfall.

2. Mayor & Council Action Requested

Review this information and determine whether or not to reallocate CDBG funds originally proposed for alley construction to the Wheaton Park stage project. If the Council is in agreement, approval of this reallocation would be contingent upon the approval of the U.S. Department of Housing and Urban Development (HUD) of the City's FY 26 action plan, and a subsequent public notice period for the reallocation. Staff will be present at the work session to discuss.

3. Discussion

The City Council has previously indicated that the Wheaton Park Phase II improvements are a priority project in support of the Jonathan Street neighborhood. Staff is proposing the reallocation of \$100,000 of CDBG funds from the Alley Reconstruction CIP to the Wheaton Park stage project. This reallocation will provide sufficient funds to complete the stage project. The City would be able to partially or totally fund the Alley Reconstruction project using Highway User Revenue funds that were originally allocated for pavement preservation.

The reallocation of CDBG funds would be contingent upon two things:

1. HUD must approve the City's FY 26 Action Plan, which identifies how the City plans to use CDBG funds in the current fiscal year. The Action Plan has been submitted to HUD for review and approval, and the City anticipates receiving HUD approval by mid-September. However, the Action Plan that was submitted did not include the proposed reallocation of funds to Wheaton Park.
2. After receiving HUD approval of the Action Plan, the City must do a public notice advertising the proposed reallocation of CDBG funds. There is a thirty day comment period with the public notice; assuming that there are no objections, HUD would then approve the reallocation of funds.

Assuming that both the Action Plan and the reallocation of funds are approved by HUD, City staff will bring the construction contract for the Wheaton Park stage project to the City Council in October.

attachment: stage plan

cc: Michelle Hepburn  
Eric Deike

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31 West Park Drive  
Hightstown, NJ 08520  
Phone: 609.775.1900

Wheaton Park Pavilion

**M&A**  
MATERIALS & ASSOCIATES  
STRUCTURAL ENGINEERS

931-B Sawyer Drive  
Hightstown, NJ 08520  
P: 609.750.4111

M&A PROJECT # 24-023



PROFESSIONAL CERTIFICATION  
I HEREBY CERTIFY THAT THESE  
DOCUMENTS WERE PREPARED OR  
APPROVED BY ME, AND THAT I AM  
A FULLY LICENSED PROFESSIONAL  
ENGINEER UNDER THE LAWS OF THE  
STATE OF NEW JERSEY  
LICENSE NUMBER 11863  
EXPIRATION DATE 6/30/2026

PRELIMINARY NOT FOR CONSTRUCTION  
THIS DOCUMENT IS FOR PRELIMINARY REVIEW ONLY. IT IS NOT  
FOR CONSTRUCTION. ANY CHANGES TO THIS DOCUMENT  
SHOULD BE MADE BY THE ARCHITECT.

PHASE: DATE ISSUED:  
APRIL 9, 2025

REVISIONS  
REVISION NO. DESCRIPTION

CHECKED BY: DATE: 04-09-25  
DRAWN BY: SCALE: AS NOTED

DRAWING NAME:

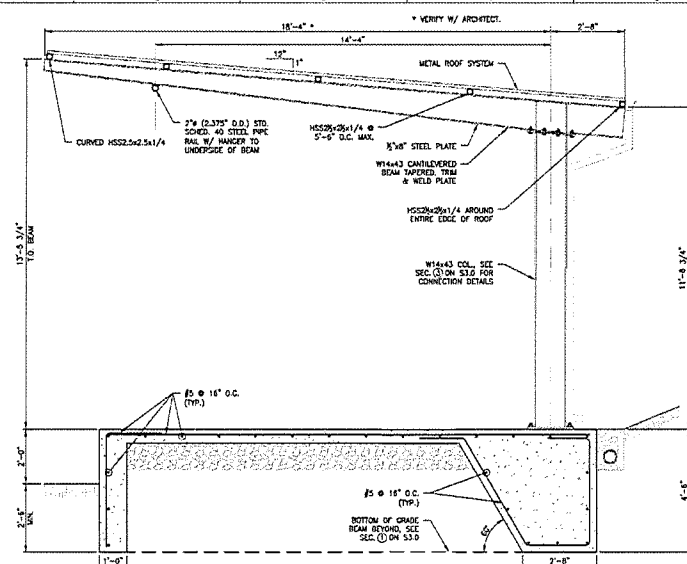
ELEVATION &  
SECTIONS

SHEET: 08-326-006

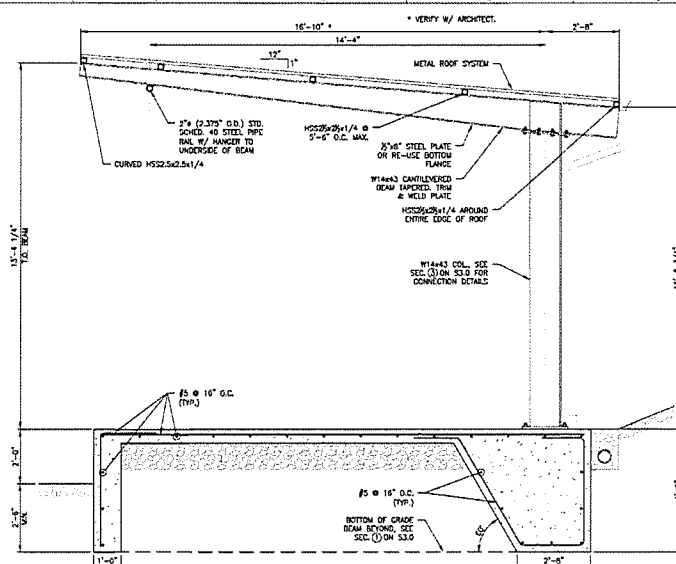
**S2.0**

SHEET 6 OF 13

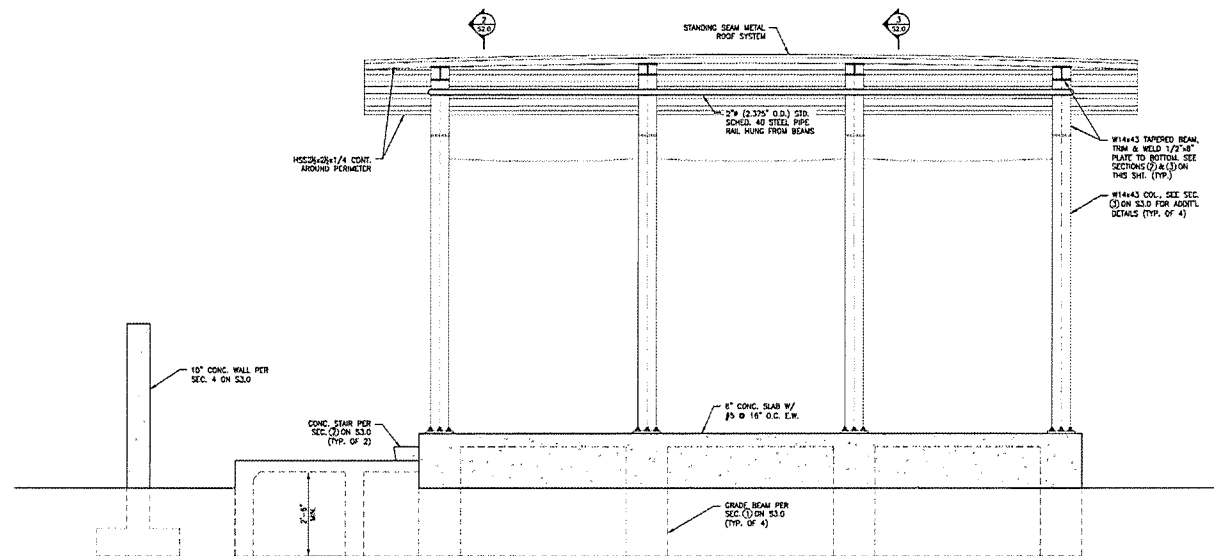
JOB # 2024-004 ARCHITECTS



SECTION - PAVILION  
1/2"=1'-0"



SECTION - PAVILION  
1/2"=1'-0"



ELEVATION - PAVILION  
1/2"=1'-0"

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

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**Topic:**

Purchase Agreement for 149 N. Potomac Street - *Jill Thompson, Director of Planning and Economic Development and Doug Reaser, Economic Development Manager*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

090925\_WS\_Purchase\_of\_149\_N\_Pot.pdf

**Description**

Purchase Agreement for  
149 N. Potomac Street.



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: September 9, 2025

RE: Purchase Agreement for 149 N. Potomac Street

Staff will attend the September 9, 2025 Work Session of the Mayor and City Council to review the attached Contract of Sale and Inspection Agreement for the City's acquisition of 149 N. Potomac Street from Mike Fitzgerald of 149 N. Potomac, LLC.

Key business points of the Contract Sale include:

- Purchase price of \$2,500,000
- Study period of 60 days

The goal of the property acquisition is to stabilize the property and return it to the private sector for highest and best use and as tax contributing.

The documents were developed by the City attorney. The owner has reviewed the documents and is in agreement with the terms and conditions subject to Mayor and City Council approval.

Attachments:

- Contract of Sale
- Inspection Agreement

c: Jill Thompson  
Michelle Hepburn  
Jason Morton  
Ann Rotz

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 16, 2025

**TOPIC:** Introduction of an Ordinance: Authorizing the Purchase and Sale of  
Property Located at 149 North Potomac Street, Hagerstown, Maryland

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

**MOTION:** I hereby move to introduce an ordinance authorizing the purchase and sale of property located at 149 North Potomac Street, Hagerstown, Maryland from 149 N. Potomac, LLC. The purchase price of \$2,500,000 is to be paid from General Fund reserves.

DATE OF INTRODUCTION:	9/16/2025
DATE OF PASSAGE:	9/23/2025
EFFECTIVE DATE:	10/24/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO APPROVE THE  
PURCHASE AND SALE OF A PROPERTY KNOWN AS  
149 NORTH POTOMAC STREET,  
HAGERSTOWN, MARYLAND**

**RECITALS**

WHEREAS, 149 N Potomac, LLC, a Maryland limited liability company, with Principal offices at 20 W. Washington Street, Suite 500, Hagerstown, Maryland 21740, owns a property located at 149 North Potomac Street in Hagerstown, Maryland (hereinafter the “Property”); and

WHEREAS, the Mayor and Council believe that the acquisition of the Property, according to the terms and conditions of this Contract of Sale, would benefit the citizens; and

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to purchase the Property, subject to the results of any environmental and physical studies of the Property conducted during the Study Period, as set forth in the attached Contract of Sale; and

WHEREAS, attached hereto and incorporated herein is a Contract of Sale for the purchase of the Property; and

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement; and

WHEREAS, the Mayor and Council believe that, upon completion of the acquisition, the Property will no longer be required for a public purpose and may be sold.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the purchase of the Property be and is hereby approved.
3. That the Mayor be is and is hereby authorized to execute and deliver the Contract of Sale for the Property, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Contract of Sale.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** that the Mayor and Council hereby expressly determine that upon completion of the acquisition of 149 N Potomac St, said Property will no longer be needed for a public use and hereby authorize sale of said Property to a private owner.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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Donna K. Spickler,  
City Clerk

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William B. McIntire, Mayor

Date of Introduction: September 16, 2025  
Date of Passage: September 23, 2025  
Effective Date: October 24, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS



## CONTRACT OF SALE

THIS CONTRACT OF SALE ("this Contract") is between **149 N. POTOMAC, LLC**, a Maryland limited liability company, with a principal office at 20 West Washington Street, Suite 500, Hagerstown, Maryland 21740 ("Seller") and **CITY OF HAGERSTOWN**, a municipal corporation, with a principal office at 1 East Franklin Street, Hagerstown MD 21740 ("Buyer").

1. *The Property.* Seller sells to Buyer, and Buyer purchases from Seller, the real property located in Hagerstown, Washington County, Maryland, and known as **149 North Potomac Street, Hagerstown, MD 21740**, and being more particularly described in Exhibit A, attached hereto and by this reference incorporated herein, together with all applicable improvements and all the rights and appurtenances thereto. The property described in Exhibit A, together with its appurtenances and improvements, if any, is hereinafter called the "Property." Any personal property remaining in the Property on the date of Settlement shall be deemed abandoned by Seller and shall remain in the Property at Settlement for Buyer's use/disposal at its discretion.

2. *Purchase Price* The purchase price for the Property is Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00). Buyer shall pay the Purchase Price as follows:

(a) Upon the execution of this Contract, Buyer shall deliver to Seller the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in cash, by means of cash or wire transfer (the "Deposit"). The Deposit shall be held by Salvatore & Morton in a non-interest bearing escrow account to secure the payment of the Purchase Price and the performance of Buyer under the terms of this Contract. The Deposit shall be applied at Closing to the payment of the Purchase Price.

(b) At Settlement, payment of the Purchase Price by Buyer to Seller, paid in cash, by means of wire transfer, less (i) the Deposit received by Seller, (ii) any credits permitted by this Contract, and (iii) any settlement adjustments provided by this Contract.

3. *Time and Place of Settlement.* Settlement with respect to the transaction described herein (the "Settlement") shall be held on or before thirty (30) days following the effective date of the ordinance authorizing Buyer's purchase of the Property, at a time and location as the parties may mutually determine. It shall be the responsibility of the Buyer to select the person responsible for closing this transaction, for the payment of fees to that person, and for furnishing Form 1099-S to the Internal Revenue Service, if applicable.

4. *Deed to Property.* At Settlement, Seller shall execute and deliver to Buyer a special warranty deed. Seller shall be responsible for the costs of deed preparation.

5. *Possession.* Buyer shall be entitled to possession of the Property following disbursement of Purchase Price funds and delivery of the deed. Seller shall also furnish all documents related to the property including but not limited to photos, renderings, marketing materials and any other documents known or requested at or before settlement.

6. *Recordation and Transfer Taxes.* Each party shall be responsible for one-half of all recordation taxes and state and local transfer fees relating to the conveyance of the Property. It is anticipated that Buyer shall be exempt from payment of said taxes and fees. Nonetheless, Seller shall pay its one-half of said taxes and fees. All recording fees shall be the responsibility of Buyer.

7. *Adjustments at Settlement.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of 12:00 Midnight prior to the date of Settlement and assumed and paid thereafter by Buyer. Buyer shall be responsible for all utilities on and after the date of Settlement.

At or before Settlement, Seller shall pay all outstanding amounts owed to the City of Hagerstown for all properties owned, operated, or associated with the Seller, Michael Fitzgerald, and any entity formed, owned (in full or in part), operated, managed, or otherwise controlled by Michael Fitzgerald. These amounts shall include but not be limited to real estate taxes, utilities, outstanding fines, court costs, fees or costs related to infractions, abatement fees and costs, late fees, and other fees.

Seller shall produce an accounting of said amounts no less than twenty (20) days prior to Settlement which will be confirmed by Purchaser. Any amounts accruing between presentation of said accounting and Settlement shall be added to the amount owned and to be paid at Settlement.

If Seller makes a bona fide objection to the validity of any sum, said sum shall be held in escrow by Salvatore & Morton ("Escrow Agent") for thirty (30) days after Settlement. If Seller's objection is not resolved in thirty (30) days and Seller has not filed a court action to dispute the charge, the related sum shall be released to Purchaser from escrow, and the Escrow Agent shall have no liability to the Seller.

8. *Risk of Loss.* The Property shall be held at the risk of Seller until Settlement hereunder. If the Property is damaged prior to Settlement, and Seller, on or before the Settlement date, is unable to or unwilling to restore the Property to its condition immediately prior to the damage, Buyer may elect (i) to terminate this Contract or (ii) elect to take the Property in its then "as is" condition without reduction in the Purchase Price and Seller shall assign to Buyer at Settlement all of Seller's right, title, and interest in and to all insurance proceeds in respect of damage to the Property (but excluding Seller's Personalty), less any amounts actually expended by Seller for expenses of repair or restoration or (iii) elect to take the Property in its then "as is" condition with a reduction in the Purchase Price, the amount of which shall be the cost of the damage to the Property. If the Buyer elects to terminate this Contract, the Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract, other than those that shall expressly survive termination.

9. *Condemnation.* In the event of a partial taking of the Property by condemnation or other exercise of the right of eminent domain by a governmental body other than Buyer before the delivery of the deed hereunder, the parties shall nevertheless proceed to Settlement, and Seller

shall assign to Buyer at Settlement all of Seller's right, title, and interest in and to all awards made in respect of such taking of the Property (but excluding Seller's Personalty). In the event of a total taking of the Property by condemnation or other exercise of the right of eminent domain before the delivery of the deed hereunder, this Contract shall terminate except with respect to those obligations that shall expressly survive. In no event shall Buyer use its power to condemn or its power of eminent domain while this Agreement is in effect.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

11. *Title.* Within thirty (30) days from the Effective Date ("Examination Period"), Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Title to the Property shall be free and clear of all liens, encumbrances, and restrictions (collectively, "Encumbrances"), except for (a) real property taxes applicable to the period after the date of Settlement, (b) outstanding amounts owed to the City of Hagerstown, including but not be limited to real estate taxes, utilities, outstanding fines, court costs, fees or costs related to infractions, abatement fees and costs, late fees, and other fees, all of which shall be paid at or before Settlement as set forth herein, and (c) those matters which are specified on Exhibit B, attached hereto and made a part hereof ("Permitted Matters"). Such title shall be insurable at regular rates by a reputable title insurance company. Buyer shall examine the title to the Property, inspect the Property, and take any other action the Buyer deems is necessary to determine the condition of title to the Property. Buyer shall provide Seller with a copy of the title commitment, survey, and all exception documents referred to in the title commitment. Buyer shall provide Seller with written notification, within the Examination Period, of any objections to the title ("Buyer's Title Notice"). Seller, at its expense, shall have the option of curing any objection raised by Buyer's Title Notice. In the event Seller elects to cure any objection raised by Buyer's Title Notice, Seller shall notify Buyer within ten (10) days of its receipt of Buyer's Title Notice (the "Title Response Period"). In the event Seller is unable to cure Buyer's title objections within thirty (30) days from the date of Buyer's Title Notice ("Title Cure Period") (the Examination Period and Title Cure Period, if any, together the "Title Period"), or Seller elects not to cure the objections raised by Buyer's Title Notice, Buyer shall have the option either (i) of taking such title as the Seller can give without abatement of the price or (ii) terminating this Contract and being immediately repaid the Deposit, and in the latter event there shall be no further liability or obligation on either of the parties hereto, except as expressly stated to survive herein. Buyer shall make such election either (i) in the event Seller elects not to attempt to cure any objections raised by Buyer, within ten (10) days after the expiration of the Title Response Period, or (ii) in the event Seller elects to attempt to cure objections raised by Buyer's Title Notice, within ten (10) days after the expiration of the Title Cure Period. If Buyer does not notify Seller of any objections to the title within the Examination Period, Buyer shall waive its rights to object to title defects or the exceptions which are of record prior to the Effective Date. As used in this Contract, the phrase "of record," shall mean matters recorded and properly indexed in the land records in the County in which the Property is located as of the Effective Date.

Other than as anticipated herein, Seller shall not create or permit to be created any lien, easement or other encumbrance on the Property from the Effective Date. Buyer hereby expressly assumes the risk that restrictive covenants, zoning laws, or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by the Buyer. The delivery of the deed by Seller and the acceptance thereof by Buyer shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations, if any, of Seller which are expressly stated in this Contract to survive Settlement.

Buyer hereby acknowledges that it shall not be entitled to, and does not and will not, rely on Seller or its agents as to (i) the quality, nature, adequacy, or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage, or utility system, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (iii) the existence, quality, nature, adequacy, or physical condition of the utilities serving the Property; (iv) the development potential of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or material relating in any way to the Property; or (viii) the condition of title to the Property or the nature, status, and extent of any right, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property.

12. *"As-Is" Sale; Study Period.*

12.1. *General.* EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PERSONAL PROPERTY THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT UPON SETTLEMENT SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY 'AS IS, WHERE IS, WITH ALL FAULTS', EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT. BUYER HAS NOT RELIED, AND WILL NOT RELY, ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

12.2. *Study Period.* THE SELLER AND BUYER HAVE PREVIOUSLY

EXECUTED AN INSPECTION AGREEMENT WITH AN EFFECTIVE DATE OF \_\_\_\_ AND WHICH IS ATTACHED AS EXHIBIT C BUT NOT MERGED OR INCORPORATED HEREIN. THE INSPECTION AGREEMENT PROVIDES A PERIOD OF SIXTY (60) DAYS FROM ITS EFFECTIVE DATE ("STUDY PERIOD") TO CONDUCT SUCH PHYSICAL AND ENVIRONMENTAL INVESTIGATIONS OF THE PROPERTY AS BUYER HAS DEEMED NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS CONTRACT.

IF BUYER, IN ITS SOLE DISCRETION, DETERMINES THAT IT DOES NOT DESIRE TO ACQUIRE THE PROPERTY DUE TO THE CONDITION OF THE PROPERTY OR FOR ANY REASON, AND NOTIFIES SELLER IN WRITING BY 5:00 P.M. ON THE LAST DAY OF THE STUDY PERIOD OF ITS ELECTION TO TERMINATE THIS CONTRACT, BUYER SHALL BE REFUNDED ITS DEPOSIT AND THIS CONTRACT THEREUPON SHALL BECOME VOID AND THERE SHALL BE NO FURTHER OBLIGATION OR LIABILITY ON EITHER OF THE PARTIES HERETO EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF BUYER FAILS TO NOTIFY SELLER IN WRITING BY 5:00 P.M. OF THE LAST DAY OF THE STUDY PERIOD OF TERMINATION OF THIS CONTRACT, THEN BUYER SHALL BE DEEMED TO HAVE WAIVED ITS TERMINATION RIGHT AND THE PARTIES SHALL PROCEED TO SETTLEMENT.

13. *Right of Entry.* Upon the Effective Date, Seller hereby grants to Buyer, Buyer's engineers and other agents the right to enter upon the Property upon reasonable notice to inspect the Property and to make such measurements, surveys, or tests on the Property as Buyer may deem advisable. Buyer agrees to indemnify and hold harmless Seller from any claims or liability, including but not limited to costs of defense and reasonable attorney fees arising out of Buyer or the agents or invitees entering on the Property pursuant to this paragraph. Buyer further agrees to restore or have the Property restored to its condition on the date hereof after the completion of any measurements, surveys, or tests conducted by the Buyer. This paragraph shall survive termination or Settlement.

14. *Representations and Warranties of Seller.* As of the date hereof and on the date of Settlement, each of the statements in this paragraph shall be a true, accurate, and full disclosure of all facts relevant to the matter contained therein and enforceable as being true, accurate, and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Seller hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Seller are duly authorized to do so.

(b) Seller is duly organized and validly existing and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit Seller to consummate this Contract.

(c) To Seller's actual knowledge, Seller has not received notice of condemnation of all or any part of the Property or notices with respect to any outstanding violation of any zoning law, order, regulation, ordinance, or requirement relating to the use or ownership of the Property.

(d) There are no other contracts of sale relating to the Property.

15. *Representations and Warranties of the Buyer.* As of the date hereof and on the date of Settlement, each of the statements in this paragraph shall be a true, accurate, and full disclosure of all facts relevant to the matter contained therein and enforceable as being true, accurate, and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Buyer hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Buyer are duly authorized to do so.

(b) Buyer is duly organized and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit the Buyer to consummate this Contract.

16. *Buyer's Default.* Failure on the part of Buyer to comply with the terms, covenants, and conditions of this Contract shall constitute a default and shall entitle the Seller to payment of \$2,500.00 as liquidated damages as Seller's sole remedy at law or in equity, all other remedies being waived. Notice of such default shall be given, in writing, by the Seller to the Buyer within ten (10) days after the default has occurred. In the event such notice of default is not given as provided in this section, Seller shall be deemed to have waived Seller's right to said damages.

17. *Seller's Default.* Unless otherwise expressly provided herein, failure on the part of the Seller to comply with the terms, covenants, and conditions of this Contract shall constitute a default and shall entitle the Buyer as its sole remedies to either elect (i) to proceed to Settlement without any abatement of the Purchase Price, (ii) to be repaid the Deposit and to terminate this Contract, in which event there shall be no further liability or obligation on the part of either of the parties hereto, except as expressly stated to survive, and this Contract shall become null and void and of no further legal effect, or (iii) in the event of Seller's failure to proceed to Settlement and deliver the deed as provided in this Contract, to seek specific performance of such obligation of Seller. Notice of such default shall be given, in writing, by the Buyer to the Seller within ten (10) days after the default has occurred. In the event such notice of default is not given as provided in this Section, Buyer shall be deemed to have waived Buyer's right to terminate this Contract.

18. *Notices.* "Notice" means any notice, demand, request, or other communication or document to be provided hereunder to a party hereto (without implying any requirement that Seller/Buyer give any notice of default or of exercise of any of its rights or remedies). Each notice

shall be in writing and shall be given to a party at its address set forth below or such other address as the party may hereafter specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service; or by a nationally recognized next day courier service:

Seller: 149 N. Potomac, LLC  
20 West Washington Street, Suite 500  
Hagerstown, Maryland 21740  
Attn: Michael Fitzgerald

Buyer: City of Hagerstown  
1 East Franklin Street  
Hagerstown Maryland 21740  
Attn.: Mr. Scott A. Nicewarner  
City Administrator

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

19. *Financing Contingency.* This Contract is not conditioned or contingent in any manner upon the Buyer obtaining all or any portion of the Purchase Price by way of loan or financing of any kind. Buyer represents and warrants that it has sufficient funds to consummate this Contract.

20. *Leases.* Seller represents that the Property is not subject to any leases. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

21. *Service Contracts.* Seller represents that the Property is not subject to any service contracts. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

22. *Sale of Other Real Estate.* This Contract is not conditioned or contingent in any manner upon the sale or settlement of any other real estate.

23. *Documents.* Seller is not a "foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended. Seller agrees to deliver a standard Non-Foreign Person Affidavit at Settlement and an affidavit with respect to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, regarding withholding on sales or transfers of real property in Maryland by nonresident individuals and nonresident entities, if required. Seller agrees to deliver Seller's Affidavit and Gap Indemnity in the form attached hereto as Exhibit "D". Additionally, each party shall each execute a settlement statement, and provide to the Buyer's title company such evidence of authority for the transactions contemplated by this Contract, and the

execution of documentation in connection therewith, as may reasonably be required.

24. *Assignment.* Buyer may not assign this Contract without the prior written consent of Seller, except that Buyer may, without the consent of Seller, assign the Contract to a controlled subsidiary or affiliate of Buyer or its principals set up for the sole purposed of holding fee title to the Property, provided the Buyer guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Contract. The rights and obligations of this Contract shall bind and benefit any successors or assigns of the parties.

25. *Like Kind Exchange.* The parties hereto represent that this Contract and the transaction contemplated is not in connection with a tax deferred exchange of like kind property under Section 1031 of the Internal Revenue Code, as amended, or any other corresponding, substituted, or applicable law

26. *Claims.* Seller shall indemnify and hold harmless Buyer from and against any and all third party claims resulting from or based on an event that occurred prior to Settlement that are covered under the casualty or liability insurance policies for the Property that were in effect prior to closing. In the event of any such third-party claim asserted against Buyer and Seller, Seller shall provide and pay for the cost of Buyer's defense (using counsel selected by Seller and reasonably acceptable to Buyer). The obligations of Seller under this Section shall survive Settlement for a period of three (3) years.

27. *Miscellaneous Provisions.*

27.1. *Effectiveness of Agreement* This Contract shall not be effective unless duly executed by the parties. The date upon which the last party to sign executes this Contract shall be the "Effective Date."

27.2 *Entire Contract.* This Contract and the Inspection Agreement together contain the final and entire Contract between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not written or specifically referred to within those documents. There are no customs, promises, terms, conditions, or obligations referring to the subject matter or inducements leading to the execution hereof, other than those contained within those documents.

27.3. *Time of Essence.* Time is of the essence of this Contract.

27.4. *Binding Contract.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

27.5. *Recording.* Except in accordance with Buyer's Charter and Code and in accordance State Law as to open meetings and public information requests, this Contract shall not be recorded in any office or place of public record. The above notwithstanding, this Contract shall not be recorded in the Land Records Office of the Washington County Clerk's Office.

27.6. *Legal Construction.* This Contract shall be interpreted and construed in



accordance with the laws of the state of Maryland; excluding any such laws that might direct the application of the laws of another jurisdiction, provided that any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation. The parties agree to submit any and all disputes regarding this Contract to State Courts located in Washington County, Maryland.

27.7. *Amendments.* This Contract shall not be amended except in writing executed by all parties hereto.

27.8. *Survival.* Except as specifically provided, the warranties, statements, representations, promises, and covenants contained herein shall merge into the deed to be delivered by Seller at Settlement.

27.9. *Forbearance.* A waiver or forbearance by any party of any breach of any covenant or term of this Contract shall not be construed to be a waiver or forbearance of any succeeding breach of the same covenant.

27.10. *Severability.* If any term or provision of this Contract, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of this Contract, or the application of such terms or provisions that have been held valid or enforceable, shall not be affected thereby.

27.11. *Captions.* The captions used herein are for the purpose of convenient reference only and are not intended to express the full meaning of the provisions they introduce.

27.12. *Attorney's Fees.* If either party shall bring an action or suit or proceeding (including any cross-complaint, counterclaim, or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term, or obligation of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees and expenses. For purposes of this Contract, "Prevailing Party" shall be deemed the party that recovered a greater relief in the action on the Contract. Furthermore, where an action has been voluntarily dismissed or dismissed under a settlement agreement, then there shall be no prevailing party for purposes of this section.

27.13. *Business Days.* If the time for performance of any of the terms, conditions, and provisions of this Contract shall fall on a Saturday, Sunday, or bank holiday, then the time of such performance shall be extended to the next business day thereafter.

28. *Critical Areas.* Notice to buyer concerning the Chesapeake and Atlantic coastal bays critical area. Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic coastal bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries. The "critical area" also includes the waters and lands under the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries to the head of tide. For information as to whether the property

*is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the critical area.*

**29. WAIVER OF TRIAL BY JURY. BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS CONTRACT, THE DOCUMENTS DELIVERED BY BUYER AT SETTLEMENT OR SELLER AT SETTLEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS CONTRACT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS CONTRACT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS CONTRACT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER SHALL SURVIVE THE SETTLEMENT OR TERMINATION OF THIS CONTRACT.**

**IN WITNESS WHEREOF,** each party is executing this Contract.

ATTEST/WITNESS:

SELLER:

149 N. POTOMAC, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Michael Fitzgerald

Its:

ATTEST/WITNESS:

BUYER:

CITY OF HAGERSTOWN

\_\_\_\_\_

By: \_\_\_\_\_

William B. McIntire

Mayor

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION**

PARCEL NO. 1: Being all that lot of ground situate in the City of Hagerstown, in Washington County, Maryland, on the Southwest corner formed by the intersection of North Potomac and West Church Streets, beginning for the outlines of the same at the point of intersection of the West marginal line of North Potomac Street and the South marginal line of West Church Street and extending Westwardly therefrom along the South marginal line of West Church Street a distance of 240 feet, more or less, to an alley; and running thence in a Southerly direction with the East marginal line of said alley a distance of 81 feet 7 inches, more or less, to the Northwest corner of Lot No. 40 as laid out on the general plan of the City of Hagerstown, now or formerly owned by Fred W. Kraiss, thence with the North marginal line of said Lot No. 40 in an Easterly direction a distance of 240 feet, more or less, to the West marginal line of North Potomac Street, thence in a Northerly direction a distance of 82 feet, more or less, along the West marginal line of North Potomac Street, to the place of beginning; the property hereby conveyed being Lot No. 39 as shown on the General Plan of Hagerstown.

PARCEL NO. 2: All that lot or parcel of ground, situate on the West side of North Potomac Street, between Church and Franklin Streets, in Hagerstown, Washington County, Maryland, adjoining the Y.M.C.A. property on the North and the Eyerly property on the South, the said lot of ground fronting 41 feet, more or less, on said Potomac Street and extending back with uniform width 240 feet, more or less, to an alley.

PARCEL NO. 3: All that lot or parcel of land, situate on the West side of North Potomac Street, in Hagerstown, Washington County, Maryland, being the South half of Lot No. 40 and part of Lot No. 41 as shown on the General Plan of Hagerstown, beginning for the same at the Northeastern corner thereof, said point being in the West marginal line of said North Potomac Street and running thence Westwardly along the boundary line of the property of Fred W. Kraiss a distance of 240 feet, more or less, to a public alley, thence along said public alley Southwardly a distance of 41 feet to the Methodist Parsonage property, thence Eastwardly and parallel to the first line of this conveyance a distance of 165 feet, thence Southwardly 2 ½ feet, thence Eastwardly 75 feet to a point in the West marginal line of said North Potomac Street, the last three lines being the Northern boundary lines of the said Methodist Parsonage property, thence Northwardly along the said West marginal line of North Potomac Street a distance of 43 ½ feet to the place of beginning.

**EXHIBIT B**  
**PERMITTED MATTERS**

1. Building and use restrictions of record.
2. Vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear, or side lot lines.
3. Water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed.
4. Prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record.
5. Easements apparent upon inspection of the Property.
6. Real estate taxes and assessments, and water and sewer rents, not yet due and payable. Real estate taxes and assessments, and water and sewer rents, shall be adjusted as of the date of Settlement (in accordance with Section 7 above.)
7. Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping, and retaining walls projecting from the Property over any street or highway or over any adjoining Property and encroachments of similar elements projecting from adjoining property over the Property.
8. The state of facts which an accurate survey would show.
9. Covenants, conditions, and restrictions of record affecting the Property.
10. Easements and rights-of-way of record affecting the Property.

**EXHIBIT D  
OWNER'S AFFIDAVIT**

PREMISES: 149 North Potomac Street, Hagerstown, MD 21740

STATE OF MARYLAND  
COUNTY OF WASHINGTON : ) SS

ON THE \_\_\_\_ day of \_\_\_\_\_ 2025, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to his actual knowledge and belief.

That the Grantor herein is the owner of Property.

That the Grantor in this transaction is in actual possession of the entire premises, and there are no leases or agreements affecting the premises or any part thereof outstanding.

The Premises are not used for residential purposes.

Access to the Premises (whether vehicular or pedestrian) to and from the public street has never been a subject of dispute or limited in any way.

Grantor is entitled to sole possession of the Property.

Within the preceding 18 months, Grantor has not attached any fixtures; commenced any construction, repairs, alterations, or improvements; ordered or contracted any construction, repairs, alterations, or improvements, which have not been paid for in full and that there are no outstanding or disputed claims for any such work or item.

I have not received a notice of any violation of any covenant, conditions, or restrictions of record affecting the Property.

The present transaction is not made for the purposes of hindering, delaying, or defrauding any creditors of the Grantor and does not constitute all or substantially all of the Grantor's assets.

Any water, sewer, or other utility charges due and or accrued up to date of closing/settlement will be paid by the Grantor.

This affidavit is made for the purpose of inducing [INSERT TITLE COMPANY] or its duly authorized agent to hold settlement on the above property, and to issue its title insurance policy, insuring the title thereto and to make disbursement of funds arising out of said transaction.

The Grantor hereby indemnifies and agrees to save harmless [INSERT TITLE COMPANY] and its agent, [INSERT, IF ANY], against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies [INSERT TITLE COMPANY] as to defects, liens, encumbrances, adverse claims, or other matters, if any, created, by an act or omission of the Grantor, first appearing on the public records or attaching subsequent to the most recent effective date of the above-referenced Commitment but prior to the effective date of such title insurance policy or policies or other title evidence. [INSERT TITLE COMPANY] and its agent, [INSERT IF ANY] will present the Deed forthwith after settlement for recording to Washington County, Maryland.

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

**Date:** September 9, 2025

**TOPIC:** **Approval of a Resolution: Inspection Agreement for the property located at 149 N Potomac, Hagerstown, MD**

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

**MOTION:** I hereby move that the Mayor and City Council to approve the attached resolution authorizing the Inspection Agreement with 149 N Potomac, LLC for the property located at 149 N Potomac Street, Hagerstown, MD.

DATE OF INTRODUCTION:	09/9/2025
DATE OF PASSAGE:	09/9/2025
EFFECTIVE DATE:	09/9/2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION TO APPROVE THE INSPECTION AGREEMENT  
WITH 149 N POTOMAC, LLC.**

**RECITALS**

WHEREAS, 149 N Potomac, LLC is the owner of 149 North Potomac Street, Hagerstown, Maryland (hereinafter referred to as the “Property”);

WHEREAS, the City is contemplating purchase of the Property;

WHEREAS, the City cannot legally enter into a contract for the purchase of real property until it has introduced and passed an ordinance and that ordinance has become effective;

WHEREAS, the City wishes to commence inspections of the Property immediately;

WHEREAS, assuming negotiations between the parties have resulted in a proposed agreement of sale, the City intends to introduce an ordinance for the purchase of the Property at its Regular Session on September 23, 2025; and

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to do so;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Inspection Agreement be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Inspection Agreement, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid Inspection Agreement.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler,  
City Clerk

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: September 9, 2025  
Date of Passage: September 9, 2025  
Effective Date: September 9, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS



## INSPECTION AGREEMENT

THIS INSPECTION AGREEMENT ("this Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, (the "effective Date") by **149 N. POTOMAC, LLC**, a Maryland limited liability company, with principal offices located at 20 West Washington Street, Suite 500, Hagerstown, Maryland 21740 ("Owner") and **CITY OF HAGERSTOWN**, a municipal corporation with its principal business offices located at 1 East Franklin Street, Hagerstown MD 21740 ("City").

WHEREAS, Owner is the owner of the real property commonly known as 149 North Potomac Street, Hagerstown, Washington County, Maryland ("Premises");

WHEREAS, the City is contemplating purchase of the Premises;

WHEREAS, the City wishes to commence inspections of the Premises immediately;

WHEREAS, assuming negotiations between the parties have resulted in a proposed agreement of sale, the City intends to introduce an ordinance for the purchase of the Premises at its earliest possible Regular Session or Special Session;

NOW, THEREFORE, the undersigned parties agree:

1. The recitals set forth above are incorporated herein as if fully set forth.
2. The Owner shall grant the City and the City's engineers and other agents the right to enter upon the Property upon reasonable notice to inspect the Property and to make such measurements, surveys, or tests on the Property as City may deem advisable.
3. The City shall have a period of sixty (60) days from the date of this Agreement, within which to conduct, at its own expense, any and all examinations, inspections, and studies of the Premises which it may deem necessary.
4. The City shall indemnify and hold Owner harmless from and against any damages which the City, including any of its assigns, employees, contractors, or agents, may incur as a result of its activities on the Premises.
5. The City, including any of its employees, contractors, or agents, shall undertake any such all examinations, verifications, and studies, at its own risk.
6. Owner shall make available all existing documents and information in the Owner's possession or control that may be reasonably necessary for the City to conduct a full evaluation of the Property. Such documents and information shall include but not be limited to surveys, title reports, real estate tax assessments, environmental studies, geotechnical reports, approval permits, site engineering, architectural plans, leases, and all maintenance and other contracts relating to the Premises.

7. The City shall return the Premises to the condition in which they were found, at the conclusion of any examinations, inspections, and studies.

**IN WITNESS WHEREOF**, each party is executing this Contract.

ATTEST/WITNESS:

SELLER:  
149 N. POTOMAC, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Fitzgerald  
Its:

ATTEST/WITNESS:

BUYER:  
CITY OF HAGERSTOWN

\_\_\_\_\_

By: \_\_\_\_\_  
William B. McIntire  
Mayor

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

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**Topic:**

Vote 16 Hagerstown: Empowering Young Local Voices – *Zoe Burnett*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Vote16\_Hagerstown\_Handout\_9-6-2025.pdf

**Description**

Vote 16

# Vote 16 Hagerstown: Empowering Young Local Voices

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*Zoë Burnett, Washington County Director, Vote 16  
July 2025*

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## What is Vote 16?

Vote 16 is a youth-led initiative advocating for 16- and 17-year-olds to vote in local elections. Lowering the voting age fosters civic engagement and builds lifelong voting habits. This initiative allows young residents to have a voice in decisions that directly impact their lives.

## Why Vote 16 Matters in Hagerstown

- Young people contribute to our community—they work, pay taxes, and volunteer.
- Local decisions impact youth: transportation, education, recreation, safety, and job access.
- 16-year-olds are often more civically educated than older first-time voters, thanks to real-time government classes.
- Studies show early voters are more likely to remain active participants in democracy.
- This is a legal, proven change—Takoma Park and Hyattsville have already successfully implemented Vote 16.

## How Vote 16 Helps Hagerstown

- 🌞 Boosts voter turnout: Takoma Park saw 16–17 year-olds vote at nearly 3x the rate of 18–24 year-olds.
- 📖 Strengthens civic education by aligning it with the real-world opportunity to vote.
- 🧠 Develops engaged, informed citizens with stronger ties to their communities.
- 🗳️ Fills a representation gap: young people are impacted by policies but lack a vote.
- 🤝 Builds trust and accountability between youth and local government.
- 🏡 Helps Hagerstown lead Maryland in youth inclusion and democratic innovation.
- 🗳️ Reduces voter drop-off between pre-registration and first voting experience.
- 🌍 International precedent: The United Kingdom allows 16- and 17-year-olds to vote in Scottish and Welsh elections, proving successful youth engagement globally.

## Hagerstown Turnout by Age (Estimated)

Age Range	Registered	% Turnout	# Votes Cast
18-24	5,000	60%	3,000
25-34	8,000	70%	5,600
35-44	9,000	78%	7,020
45-54	10,000	82%	8,200
55-64	12,000	77%	9,240
65+	15,000	80%	12,000
16-17 (projected)	2,000	65%	1,300

## Common Questions

- Are 16-year-olds mature enough?

Yes. Research shows their reasoning in structured settings like voting is comparable to adults.

- Will they be informed voters?

Yes. Many are actively learning government and current events in school when they start voting.

- Is it legal in Maryland?

Yes. Cities like Takoma Park and Hyattsville have used home-rule powers to extend voting rights in local elections.

## What We're Asking

We respectfully request that the City of Hagerstown consider proposing or supporting a charter amendment or local ordinance that allows 16- and 17-year-olds to vote in municipal elections.

## About Vote 16 Washington County

Vote 16 Washington County is a youth-led, nonpartisan movement dedicated to increasing civic engagement and amplifying youth voices in local democracy.

Contact: [zoeburnett@email.com](mailto:zoeburnett@email.com)

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

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**Topic:**

Approval of a Resolution: Inspection Agreement for the property located at 149 N. Potomac, Hagerstown, MD

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

090925\_SS\_Inspection\_Agreement.pdf

**Description**

Inspection Agreement for the property located at 149 N. Potomac, Hagerstown, MD

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 9, 2025

**TOPIC:** **Approval of a Resolution: Inspection Agreement for the property located at 149 N Potomac, Hagerstown, MD**

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

**MOTION:** I hereby move that the Mayor and City Council to approve the attached resolution authorizing the Inspection Agreement with 149 N Potomac, LLC for the property located at 149 N Potomac Street, Hagerstown, MD.

DATE OF INTRODUCTION:	09/9/2025
DATE OF PASSAGE:	09/9/2025
EFFECTIVE DATE:	09/9/2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION TO APPROVE THE INSPECTION AGREEMENT  
WITH 149 N POTOMAC, LLC.**

**RECITALS**

WHEREAS, 149 N Potomac, LLC is the owner of 149 North Potomac Street, Hagerstown, Maryland (hereinafter referred to as the “Property”);

WHEREAS, the City is contemplating purchase of the Property;

WHEREAS, the City cannot legally enter into a contract for the purchase of real property until it has introduced and passed an ordinance and that ordinance has become effective;

WHEREAS, the City wishes to commence inspections of the Property immediately;

WHEREAS, assuming negotiations between the parties have resulted in a proposed agreement of sale, the City intends to introduce an ordinance for the purchase of the Property at its Regular Session on September 23, 2025; and

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to do so;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Inspection Agreement be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Inspection Agreement, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid Inspection Agreement.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler,  
City Clerk

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: September 9, 2025  
Date of Passage: September 9, 2025  
Effective Date: September 9, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS



## INSPECTION AGREEMENT

THIS INSPECTION AGREEMENT ("this Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, (the "effective Date") by **149 N. POTOMAC, LLC**, a Maryland limited liability company, with principal offices located at 20 West Washington Street, Suite 500, Hagerstown, Maryland 21740 ("Owner") and **CITY OF HAGERSTOWN**, a municipal corporation with its principal business offices located at 1 East Franklin Street, Hagerstown MD 21740 ("City").

WHEREAS, Owner is the owner of the real property commonly known as 149 North Potomac Street, Hagerstown, Washington County, Maryland ("Premises");

WHEREAS, the City is contemplating purchase of the Premises;

WHEREAS, the City wishes to commence inspections of the Premises immediately;

WHEREAS, assuming negotiations between the parties have resulted in a proposed agreement of sale, the City intends to introduce an ordinance for the purchase of the Premises at its earliest possible Regular Session or Special Session;

NOW, THEREFORE, the undersigned parties agree:

1. The recitals set forth above are incorporated herein as if fully set forth.
2. The Owner shall grant the City and the City's engineers and other agents the right to enter upon the Property upon reasonable notice to inspect the Property and to make such measurements, surveys, or tests on the Property as City may deem advisable.
3. The City shall have a period of sixty (60) days from the date of this Agreement, within which to conduct, at its own expense, any and all examinations, inspections, and studies of the Premises which it may deem necessary.
4. The City shall indemnify and hold Owner harmless from and against any damages which the City, including any of its assigns, employees, contractors, or agents, may incur as a result of its activities on the Premises.
5. The City, including any of its employees, contractors, or agents, shall undertake any such all examinations, verifications, and studies, at its own risk.
6. Owner shall make available all existing documents and information in the Owner's possession or control that may be reasonably necessary for the City to conduct a full evaluation of the Property. Such documents and information shall include but not be limited to surveys, title reports, real estate tax assessments, environmental studies, geotechnical reports, approval permits, site engineering, architectural plans, leases, and all maintenance and other contracts relating to the Premises.

7. The City shall return the Premises to the condition in which they were found, at the conclusion of any examinations, inspections, and studies.

**IN WITNESS WHEREOF**, each party is executing this Contract.

ATTEST/WITNESS:

SELLER:  
149 N. POTOMAC, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Fitzgerald  
Its:

ATTEST/WITNESS:

BUYER:  
CITY OF HAGERSTOWN

\_\_\_\_\_

By: \_\_\_\_\_  
William B. McIntire  
Mayor

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

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**Topic:**

Approval to Remove from the Table: Weller's Alley Fence Project

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_to\_Remove\_from\_the\_Table\_-\_Fence\_Panels\_at\_Weller\_s\_Alley.pdf

**Description**

Motion: Remove Table  
Wellers Alley Fence

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 9, 2025

**TOPIC:** **Removal from the Table: Approval of Decorative Fence Panels at Weller's Alley**

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

**MOTION:** I hereby move to remove from the table the approval of decorative fence panels at Weller's Alley.

*(This item was tabled on August 26, 2025. In order to discuss it further, it must be removed from the table.)*

DATE OF PASSAGE: September 9, 2025

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

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**Topic:**

Discussion: Weller's Alley Fence Project – *Jim Bender, City Engineer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Wellers\_Alley\_Decorative\_Fence.pdf

**Description**

Wellers Alley Decorative  
Fence



# CITY OF HAGERSTOWN, MARYLAND

## Department of Engineering & Permits

September 9, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JMB  
Brittany Arizmendi, Community Engagement Officer

RE: Weller's Alley decorative fence

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1. Background

In June 2024, the City was awarded a \$100,000 "Community Health and Safety Works" grant from the Maryland Department of Housing and Community Development (DHCD). In the grant application, the City proposed making improvements along Weller's Alley, at the rear of the Post Office property at 44 W. Franklin Street. These improvements would consist of decorative metal fence panels that would be installed along the edge of the alley; these panels would not only screen the Post Office loading yard and beautify the alley streetscape, but would also help discourage loitering that has been a problem at this location. The City received bids for the decorative fence in August 2025, Hanada Contracting, Inc. was the low bidder. Staff would like to move ahead with its fabrication and installation using 100% grant funds.

2. Mayor & Council Action Requested

Review this information and determine whether or not to approve the contract with Hanada Contracting. If Council is in agreement, the contract award will be presented for consideration at a Special Session meeting on September 9<sup>th</sup>. Staff will be present at the work session to discuss.

3. Discussion

Attached to this memo are renderings showing the general design of the proposed decorative fence. The fence panels will be 3.5' x 5.5' powder-coated aluminum sheets on aluminum posts, bolted to the concrete alley. Decorative cutout patterns in the panels will provide visual interest to the installation; the panels themselves will help to screen the Post Office loading yard from view. The placement of the fence panels will discourage people from loitering in the alley and sitting on the retaining wall at the western end of the Post Office property. This project fits with the Hagerstown Police Department's focus on reducing criminal activity in the Church Street corridor.

Time is of the essence for this project. The City needs to award the contract as quickly as possible to meet our grant deadlines, and we need to have the installation completed before the end of the calendar year. If the contract isn't awarded quickly, the City will forfeit the grant funds, and will likely not be considered for future grants from DHCD.

attachments: renderings of decorative fence installation  
map showing the proposed installation area



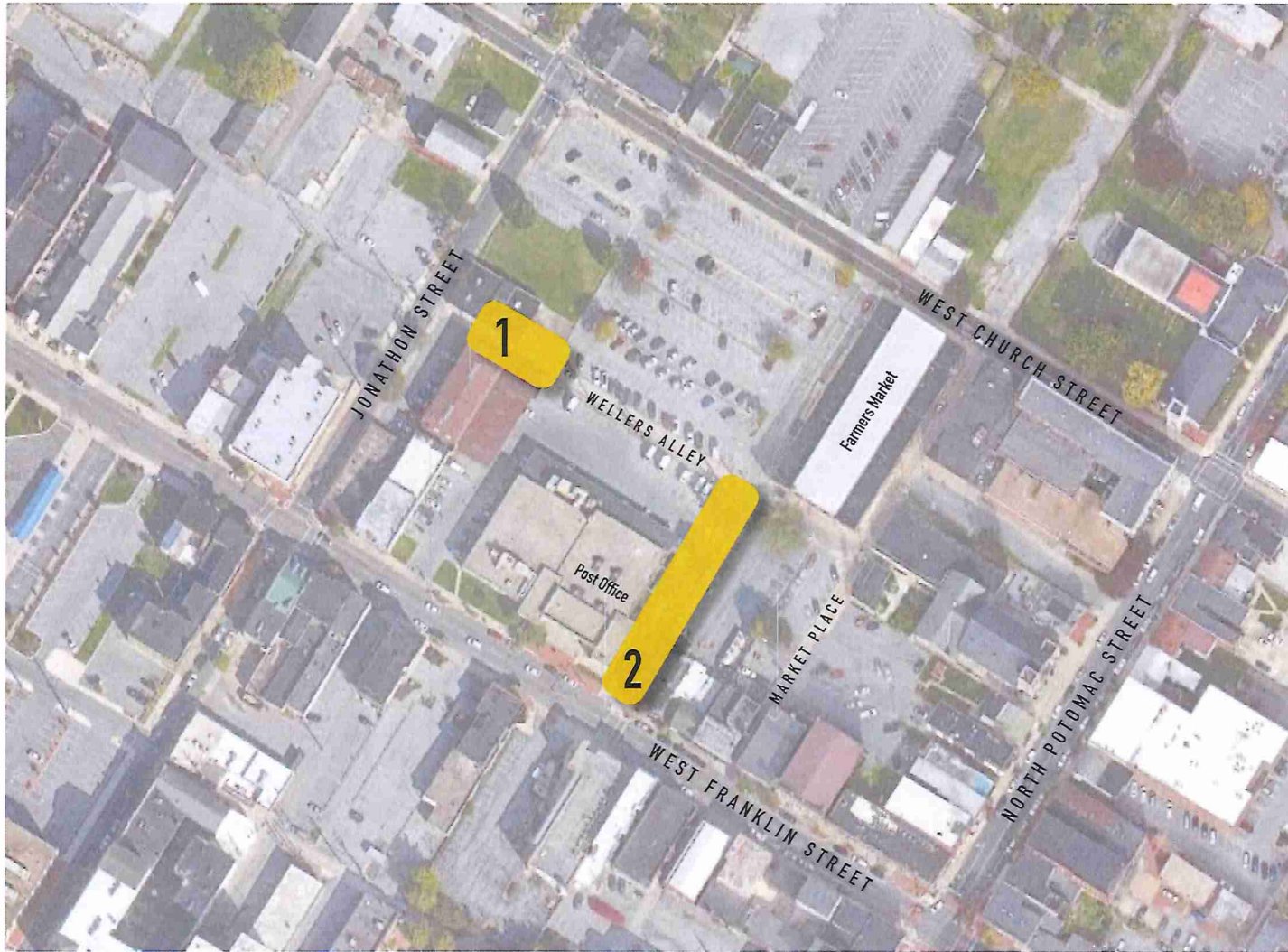
A photograph of a street scene in Hagerstown, Maryland. In the foreground, a brick sidewalk leads towards a large, leafy tree. To the left of the tree is a tall, ornate street lamp. To the right is a brick building with a white-painted lower section and a small green shed. In the background, a street with a few vehicles and more buildings is visible under a blue sky with scattered clouds.

# ALLEY SCREENING & BUFFER CONCEPTS

Hagerstown, Maryland

October 16, 2023





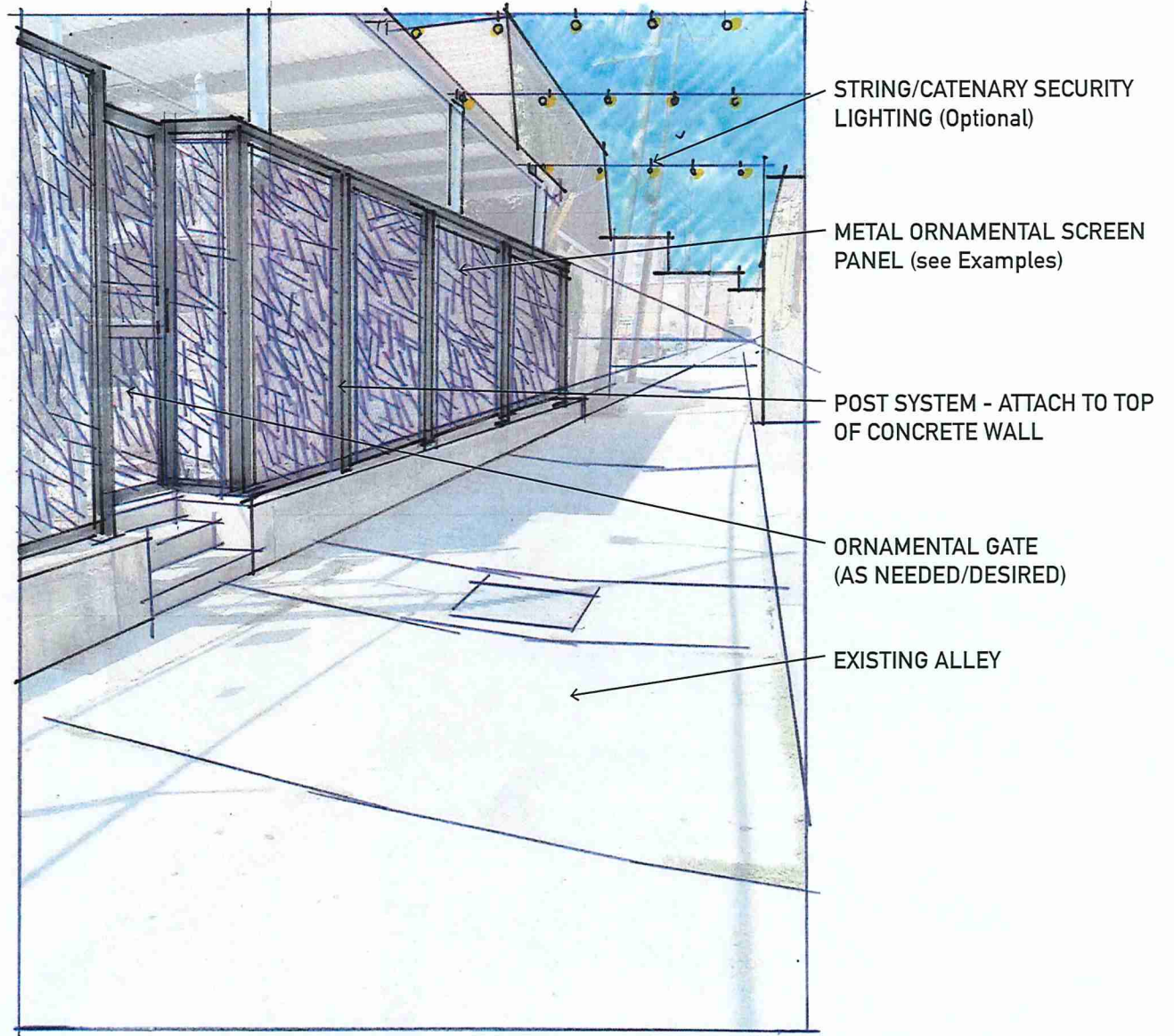
1. WELLERS ALLEY
2. MARKET WALK LINKAGE

**SITES**  
**ALLEY CONCEPTS HAGERSTOWN, MARYLAND**



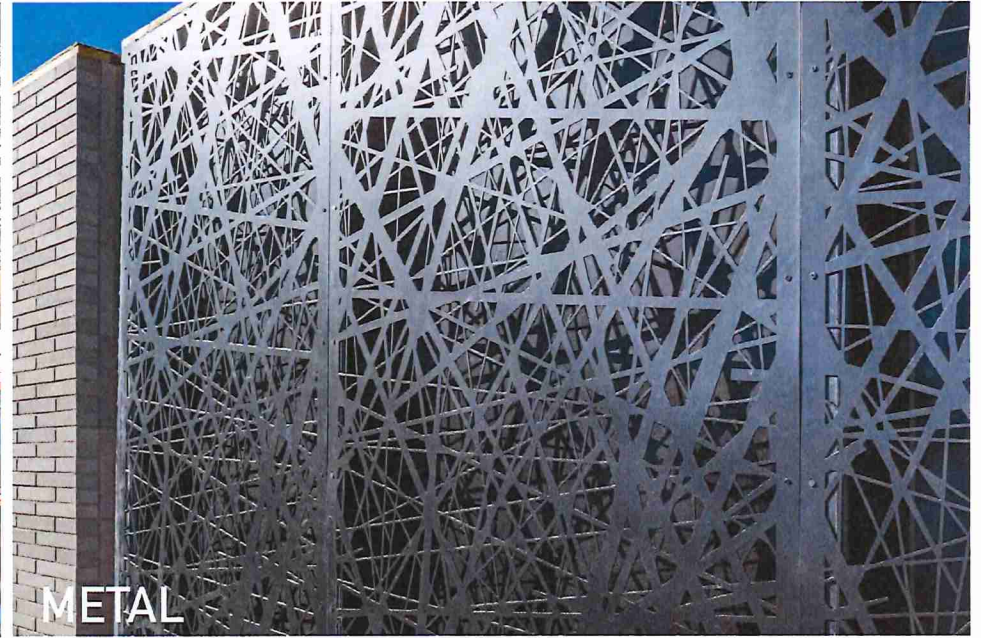
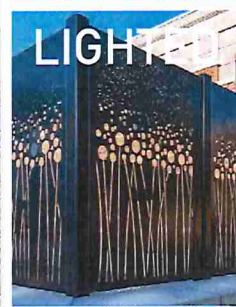
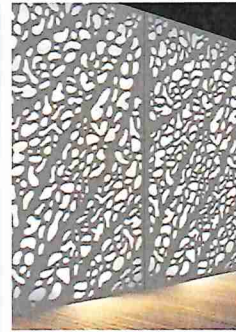


EXISTING CONDITIONS



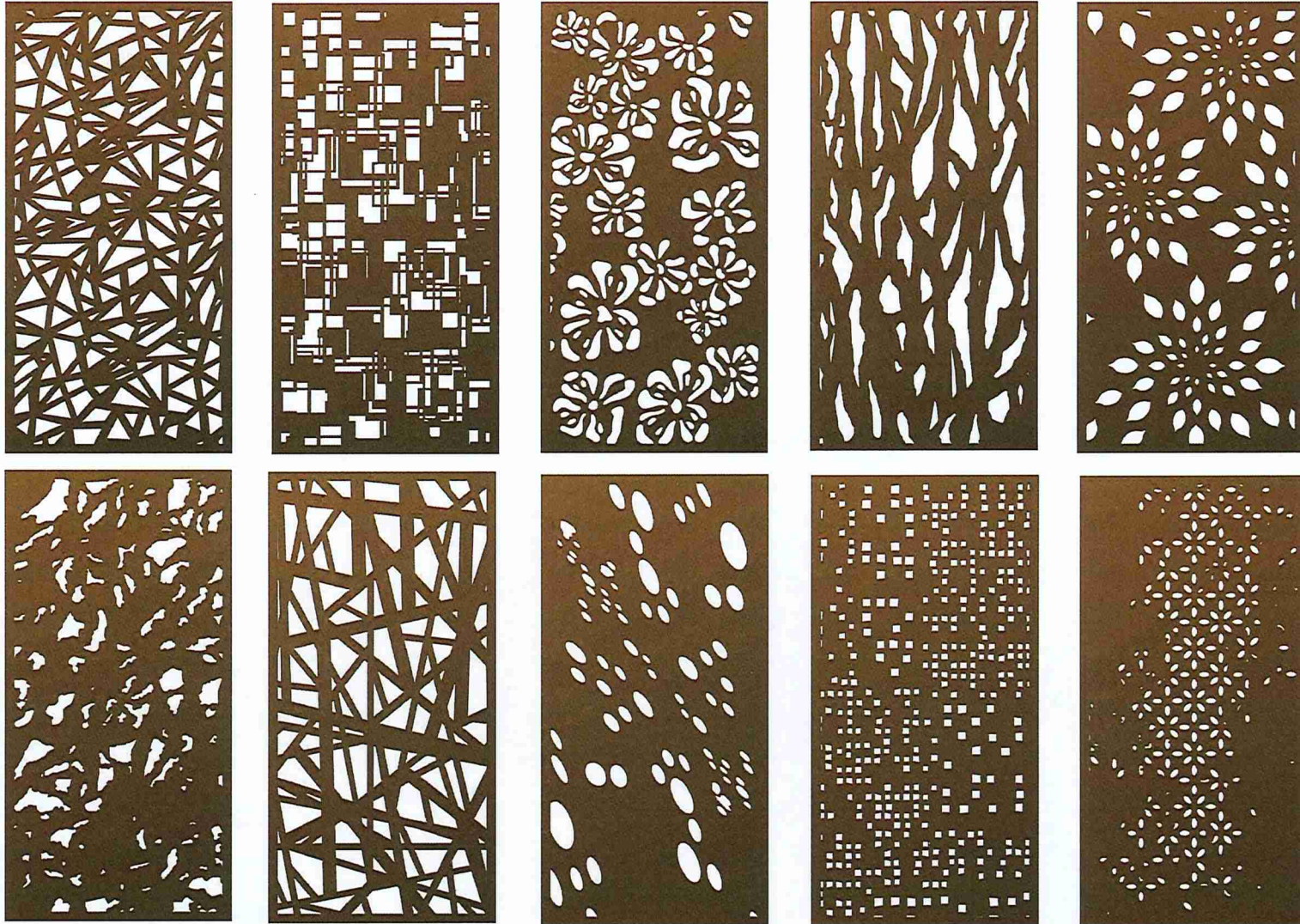
# 1. WELLER ALLEY: OPTION A ALLEY CONCEPTS HAGERSTOWN, MARYLAND





**1. WELLER ALLEY: PRECEDENT**  
 ALLEY CONCEPTS HAGERSTOWN, MARYLAND



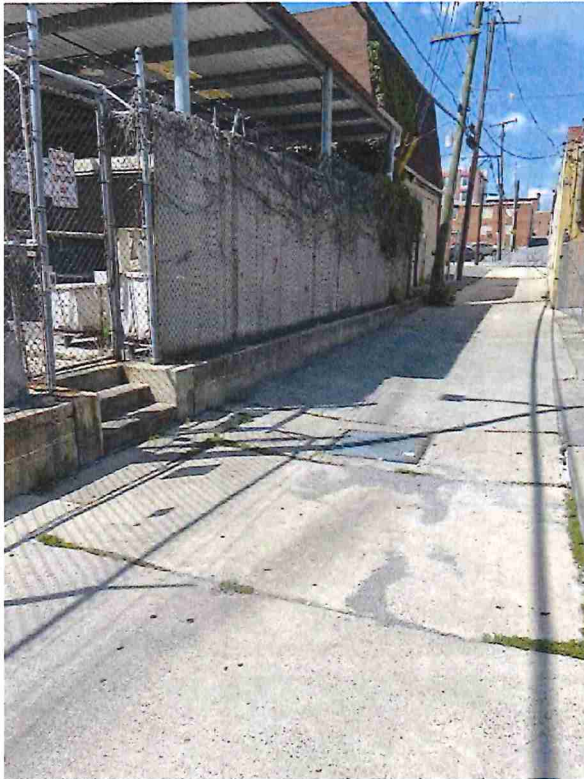


**1. WELLER ALLEY: PRECEDENT**  
 ALLEY CONCEPTS HAGERSTOWN, MARYLAND

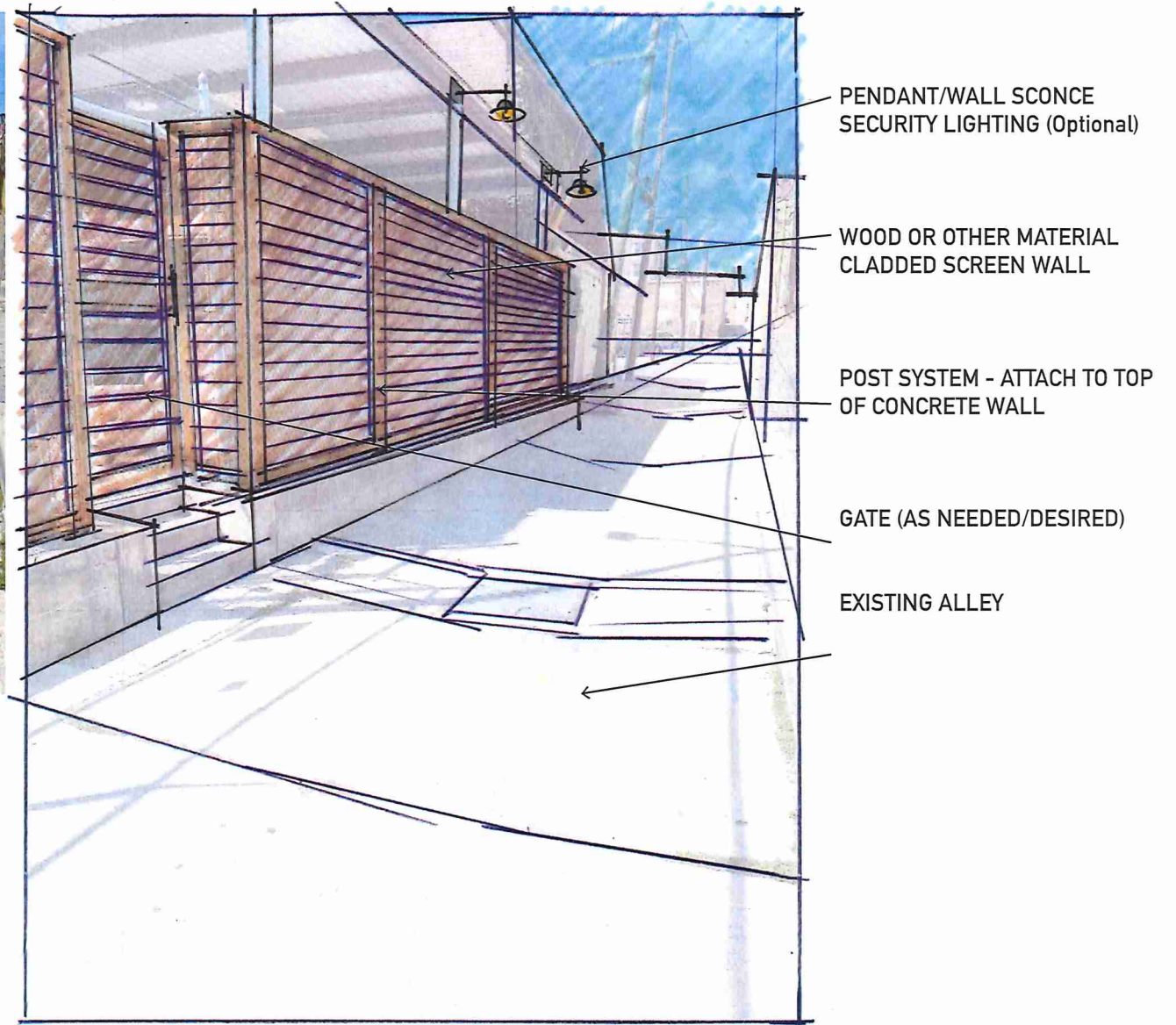
EXAMPLES OF ORNAMENTAL SCREEN PANEL PATTERNS  
[www.parasoleil.com](http://www.parasoleil.com)

MAHAN RYKIEL  
 ASSOCIATES INC



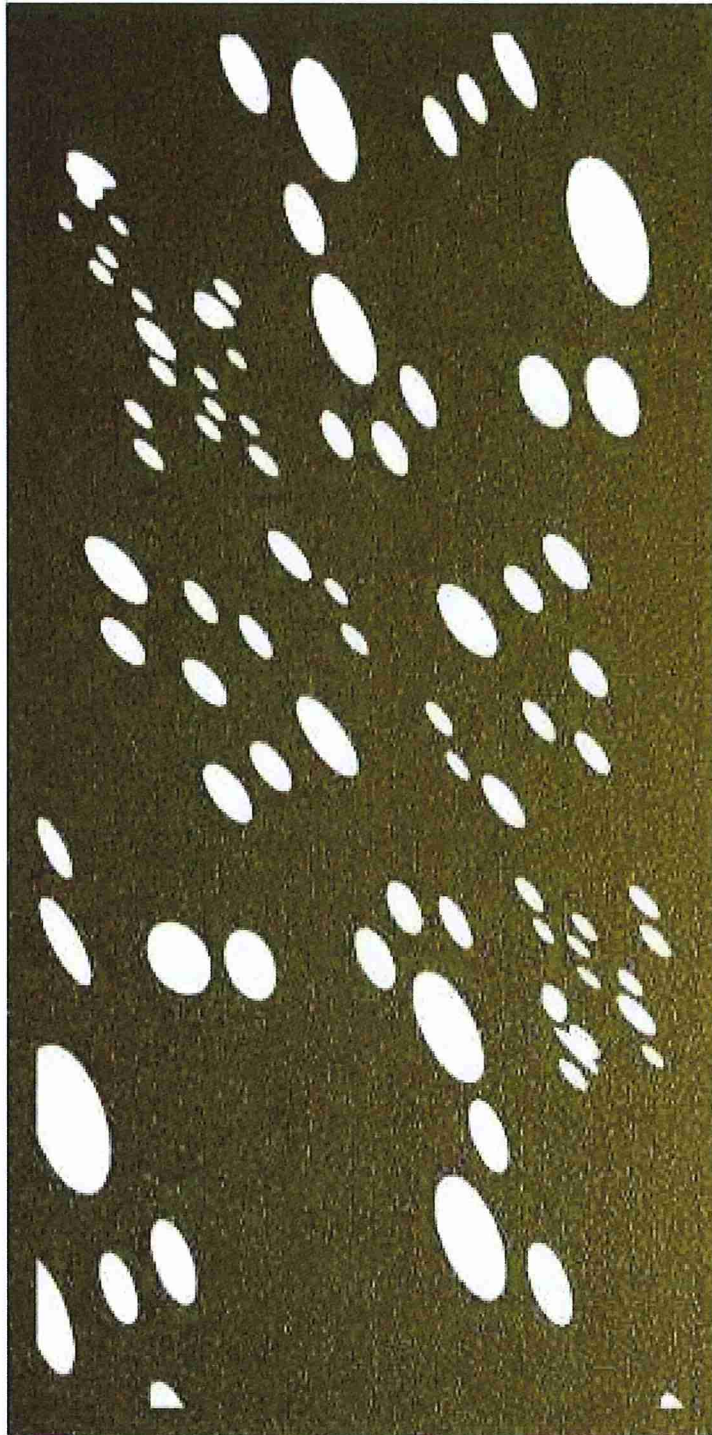


EXISTING CONDITIONS



# 1. WELLER ALLEY: OPTION B

## ALLEY CONCEPTS HAGERSTOWN, MARYLAND



Panel design will be similar to this sample panel





CITY OF HAGERSTOWN, MARYLAND ENGINEERING DEPARTMENT	LOCATION:  WELLERS ALLEY MARKET WALK	TITLE:  WELLERS ALLEY DECORATIVE FENCING SITE PLAN	SCALES		HORIZONTAL: AS NOTED		VERTICAL: NONE		FILE NUMBER
			DRAWN BY		A.R.A		DATE		xxxx
			APPROVED BY		xx		DATE		xxxx
			REVISED BY		--		DATE		--
<div>BID SET</div> <div>XXX-XX</div>									

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

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**Topic:**

Approval of a Contract for the Weller's Alley Decorative Fence Project

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Weller\_s\_Alley\_Decorative\_Fence.pdf

**Description**

Approval of a Contract for  
the Weller's Alley  
Decorative Fence

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** September 9, 2025

**TOPIC:** Approval of a contract for the Weller's Alley decorative fence

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

**MOTION:** I hereby move to approve a contract with Hanada Contracting, LLC. in the amount of \$83,169.00 to fabricate and install decorative fence panels along Weller's Alley at the rear of the U.S. Post Office property at 44 W. Franklin Street. I further move to authorize up to \$16,831 in additional expenditures for this project to cover testing, inspections, and contingencies. Funding for this project is through a \$100,000 grant from the Maryland Department of Housing and Community Development.

DATE OF INTRODUCTION: 9/09/2025  
DATE OF APPROVAL: 9/09/2025  
EFFECTIVE DATE: 9/09/2025