

# **Mayor and Council Executive Session, Special Session (22nd Voting Session), and Work Session September 23, 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](http://www.hagerstownmd.org/government/agenda)**

*"Autumn shows us how beautiful it is to let things go." Author Unknown*

**8:30 a.m. - 12:30 p.m. Tour of Shelters**

## **EXECUTIVE SESSION**

**3:45 PM 1. 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.**

**3:45 PM 2. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall**

## **4:00 PM SPECIAL SESSION**

1. Approval of an Ordinance: Authorizing the Purchase and Sale of Property Located at 149 North Potomac Street, Hagerstown, Maryland
2. Approval of a Resolution: Authorizing the Execution and Delivery of a Grant Agreement for the City of Hagerstown Public Safety Feasibility Study
3. Approval of a Resolution: Memorandum of Understanding (MOU) Between the Hagerstown Fire Department and the Office of the State Fire Marshal
4. Approval to Accept the Hagerstown Police Standards and Mental Health Project Grant
5. Approval to Secure Speaker Travis Howze for an Upcoming Conference
6. Approval of Purchase of Video Switcher from Washington Professional Services for \$ 23,614.00

## **4:00 PM WORK SESSION**

**4:10 PM 1. Preliminary Agenda Review**

**4:20 PM 2. Municipal Infractions (Fines) Changes - *Paul W. Fulk, Neighborhood Services Manager and Amanda Gregg, Chief Housing and Community Development Officer***

**4:30 PM 3. Vacant Property Tax Discussion**

**4:45 PM 4. Discussion of Responsibility Related to Transport of Offenders to Hospital with Minor Injuries - *Chief Paul "Joey" Kifer***

- 5:00 PM** 5. Operation Take Back Discussion - Review of Areas to Target - *Chief Paul "Joey" Kifer*
- 5:15 PM** 6. Annexation Amendment - Jordan Annexation - Haven Road (A-2007-06) - *Stephen R. Bockmiller, Deputy Director of Planning and Economic Development Administration*

**CITY ADMINISTRATOR'S COMMENTS**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURN**

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

---

**Topic:**

The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

*"Autumn shows us how beautiful it is to let things go." Author Unknown*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

8:30 a.m. - 12:30 p.m. Tour of Shelters

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**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:**

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

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

September\_23\_\_2025\_Executive\_Session\_Agenda.pdf

**Description**

Executive Session Agenda



# MAYOR AND CITY COUNCIL EXECUTIVE SESSION SEPTEMBER 23, 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:**

*“The City of Hagerstown shall be a community focused municipality.”*

---

---

The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

\*\*\*\*\*

**3:45 p.m. EXECUTIVE SESSION**

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; (#1)

*\*Board of Traffic and Parking Membership*

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

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



# CITY OF HAGERSTOWN, MARYLAND

**PUBLIC BODY:** Mayor & City Council

**DATE:** September 23, 2025

**PLACE:** Council Chamber, 2<sup>nd</sup> floor, City Hall

**TIME:** 3:45 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:**

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

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

092325\_SS\_Purchase\_Agreement.pdf

**Description**

Authorizing the Purchase  
and Sale of Property  
Located at 149 North  
Potomac Street

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 23, 2025

**TOPIC:** Approval 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 approve 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

---

Donna K. Spickler,  
City Clerk

---

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 9/11/25 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 C

### INSPECTION AGREEMENT

THIS INSPECTION AGREEMENT ("this Agreement") is made as of the 1<sup>st</sup> day of Sept, 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

Oy R

By:   
Michael Fitzgerald  
Its:

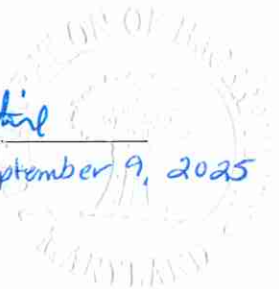
ATTEST/WITNESS:

BUYER:  
CITY OF HAGERSTOWN

Donna K. Spickler  
Donna K. Spickler  
City Clerk

By: William B McIntire  
William B. McIntire  
Mayor

September 9, 2025



**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**

---

**Topic:**

Approval of a Resolution: Authorizing the Execution and Delivery of a Grant Agreement for the City of Hagerstown Public Safety Feasibility Study

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_\_Resolution\_\_and\_Agreement\_-\_  
\_Grant\_Agreement\_with\_the\_State\_for\_Public\_Safety\_Feasibility\_Study.pdf

**Description**

Motion, Resolution  
and Agreement -  
Public Safety  
Feasibility Study

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** September 23, 2025

**TOPIC:** Approval of a Resolution: Authorizing the Execution and Delivery of a Grant Agreement for the City of Hagerstown Public Safety Feasibility Study

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

**MOTION:** I hereby move for Mayor and Council approval of a resolution authorizing the execution of a Grant Agreement between the City of Hagerstown and the State of Maryland Board of Public Works. The grant is for \$ 250,000.00. The study will benefit the promotion of the health and wellbeing of the citizens and improving the safety of the City.

DATE OF PASSAGE: 09/30/2025  
EFFECTIVE DATE: 09/30/2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY  
OF A GRANT AGREEMENT, *FOR THE*  
*CITY OF HAGERSTOWN PUBLIC SAFETY FEASIBILITY STUDY*  
BETWEEN THE CITY OF HAGERSTOWN AND THE BOARD OF PUBLIC WORKS  
ACTING FOR AND ON BEHALF OF  
THE STATE OF MARYLAND**

**RECITALS**

**WHEREAS**, the City of Hagerstown, hereinafter referred to as “the City,” desires to a conduct a Safety Project Feasibility Study (“the Study”);

**WHEREAS**, the City has been approved for a grant from the Board of Public Works acting for and on behalf of the State of Maryland (“BPW”) to fund up to \$250,000 for the Study; and

**WHEREAS**, attached hereto and incorporated herein is a Grant Agreement to fund the Study; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Grant Agreement, which has as among its benefits the promotion of the health and wellbeing of the citizens and the improving of the safety of the City.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Grant Agreement between the City and BPW, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.



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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY  
OF HAGERSTOWN, MARYLAND

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

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

Date of Introduction:	September 23, 2025
Date of Passage:	September 23, 2025
Effective Date:	September 23, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS

## State of Maryland

### Board of Public Works

### Grant Agreement

**THIS GRANT AGREEMENT ("Agreement")** is effective as of the effective date (defined below), by and between the **STATE OF MARYLAND ("State")** acting through the **BOARD OF PUBLIC WORKS ("Board" or "Grantor")**, and the **City of Hagerstown ("the City" or "Grantee")** whose taxpayer identification number is 52-6000794.

#### **RECITALS**

The fiscal year 2026 Budget Bill (Chapter 602, Laws of 2025) authorizes the Board of Public Works to grant funds to the City in the amount of \$250,000 (**Grant**).

#### **THEREFORE**

**The State and the City agree as follows:**

1. **Purpose.** The purpose of this Grant is to provide funds to the City for the Hagerstown Public Safety Project Feasibility Study.
2. **Grant.** After the Board approves this Agreement, the State shall provide to Grantee funds not to exceed \$250,000.
3. **Disbursement of Grant.** Subject to the availability of funds for such purpose, the State shall disburse the Grant to Grantee in up to four equal installments over the legislatively authorized fiscal year.
4. **Inspection and Retention of Records.** Grantee shall allow any duly authorized representative of the State to inspect and audit, at reasonable times, all records and documents of Grantee related to this Grant, which shall be retained by Grantee for at least three years after the termination of this Agreement.
5. **Term.** The term of this Agreement is from the date of Board approval ("Effective Date") through June 30, 2026 (FY2026), or the last expenditure of funds by the grantee, whichever comes later.
6. **Reports.**
  - 6.1 The City shall submit reports in a form acceptable to the State:

- 6.1.1 In accordance with § 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, on or before September 1 after the close of any fiscal year in which the City received funds under this Agreement, a report, verified by a City officer, of all actual expenditures of Grant funds. The report must contain an itemized statement that fully and accurately accounts for how the Grant was spent.
  - 6.1.2 Such other reports of information as the State may from time to time require, including, when required by the Board, an annual audit report certified by an independent certified public accountant.
- 6.2 All reports must be delivered to the Executive Secretary, Board of Public Works, Room 117, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401.

**7. Compliance with Applicable Law.** Grantee hereby represents and warrants that it:

- 7.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 7.2 Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Agreement term;
- 7.3 Shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
- 7.4 Shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

**8. Fair Practices Certification.**

- 8.1 Grantee must prohibit discrimination on the basis of:
  - 8.1.1 political or religious opinion or affiliation, marital status, race, color, creed, or national origin;
  - 8.1.2 sex or age, except when age or sex constitutes a bona fide occupational qualification; and
  - 8.1.3 the physical or mental disability of a qualified individual with a disability.
- 8.2 Upon request of the State, Grantee shall submit information relating to its operations,

with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin.

**9. Grantee's Certifications.** The City hereby certifies that:

- 9.1 It has all requisite power and authority to enter into this Agreement;
- 9.2 This is a valid and legally binding act and agreement; and
- 9.3 The representations, statements and other information provided to the State by the City are true and complete in all material respects.

**10. Drug and Alcohol Policy.** The City certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this Agreement. Specifically, the City shall:

- 10.1 Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
- 10.2 Prohibit its employees from working under the influence of alcohol or drugs;
- 10.3 Not hire to assign to work on an activity funded in whole or in part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- 10.4 Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and
- 10.5 Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol-free workplace.

**11. Amendment.** This Agreement, or any part of it, may be amended from time to time only in a writing signed by the parties.

**12. Assignment.** No right, benefit or advantage inuring to the City under this Agreement may be assigned, nor may any burden imposed on the City hereunder be delegated, without the prior written approval of the State.

**13. Default.** A default shall consist of any material breach of any of Grantee's covenants, agreements, or certifications in this Agreement.

#### **14. Remedies Upon Default.**

- 14.1 Upon the occurrence of any default, the State, as the Board in its sole discretion may determine, may require Grantee to:
  - 14.1.1 repay the Grant, in whole or in part;
  - 14.1.2 recoup the amount of the Grant already paid from funds due the Grantee from any other current or State grant or loan, or any other funds otherwise due and owing Grantee; and/or
  - 14.1.3 terminate this Grant Agreement.
- 14.2 All remedies provided for in this Agreement are cumulative and in addition to any other rights and remedies available to the State at law or in equity. The exercise of any right or remedy by the State shall not in any way constitute a cure or waiver of any default by Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice Grantor in the exercise of those rights.
- 14.3 The failure of Grantor to insist upon performance of any term of this Agreement may not be deemed to be a waiver of any term of this Agreement.
- 14.4 If Grantor suspends or terminates this Agreement, the rights and remedies available to Grantor shall survive such suspension or termination.

**15. Indemnification.** To the extent permitted by law (including Courts and Judicial Proceedings Article, §5-301 et seq. the Local Government Tort Claims Act; and Courts and Judicial Proceedings Article, §5-509; Annotated Code of Maryland, as amended from time to time), without waiving any defenses or immunities available at law, and subject to the availability of appropriations, Grantee releases the State from, agrees that the State shall not have any liability for, and agrees to protect, indemnify and save harmless the State from and against any and all negligent or intentional acts or omissions of Grantee, or those of its agents or employees, in connection with the Grant Agreement. All money expended by the State as a result of any liabilities, suits, actions, claims, demands, losses, expenses or costs arising out of Grantee's negligent acts or omissions, together with interest at the maximum interest rate permitted, constitutes an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the State.

**16. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

**17. Non-Debarment.** Neither the Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:

- 17.1 Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law; or of the law of any other State or federal law; or
  - 17.2 Been convicted under state or federal statute of any offense enumerated in § 16- 203 of the State Finance and Procurement Article of the Annotated Code of Maryland; or
  - 17.3 Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland
18. **Non-Collusion.** Neither the Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
  - 18.1 Agreed, conspired, connived or colluded to produce a deceptive show of competition in obtaining or performing this Agreement; or
  - 18.2 In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Agreement.
19. **No Contingent Fees.** Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant, and Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent upon the making of the Agreement.
20. **No Lobbying Fees.** In accordance with § 7-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for this Agreement.
21. **Non-hiring of State employees.** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of the Grantee.
22. **Insurance.** For any item of real or personal property acquired by the Grantee with Grant funds that has an original fair market value of \$5,000.00 or more , the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts that may be commercially reasonable under the circumstances from time to time.

22.1 Each policy shall:

22.1.1 name the State as an additional loss payee thereunder;

22.1.2 by its terms be considered primary and non-contributory with respect to any other insurance, if any, provided by the State;

22.1.3 by its terms, be cancelable only on at least 30 days' prior written notice to the Grantee and the Board; and

22.1.4 be issued by a reputable insurer authorized to issue such policy in Maryland.

22.2 Grantee shall, on request, provide the Board with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Board, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. If Grantee has adequate financial resources, as determined in the sole discretion of the Board, Grantee may self-insure the property.

23. **Entire Agreement.** This Agreement contains the complete and final understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**  
**Signature Page Follows**

**IN WITNESS WHEREOF**, the parties hereto have caused this Grant Agreement to be signed and delivered effective the day and year first above written.

**GRANTEE,  
CITY OF HAGERSTOWN**

**STATE OF MARYLAND,  
BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Name: Scott Nicewarner  
Title: City Administrator

Date:

By: \_\_\_\_\_  
John Gontrum  
Executive Secretary

Date:

**Approved As To Form And  
Legal Sufficiency**

\_\_\_\_\_  
David Bohannon, Assistant Attorney General  
Board of Public Works

**Approved by the Board of Public Works**

\_\_\_\_\_  
Date (Effective Date)                      Agenda Item



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

---

**Topic:**

Approval of a Resolution: Memorandum of Understanding (MOU) Between the Hagerstown Fire Department and the Office of the State Fire Marshal

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_MOU\_OSFM.pdf

Resolution\_MOU\_OSFM\_Sept\_23\_2025.pdf

MOU\_State\_Fire\_Marshal.pdf

**Description**

Motion - MOU OSFM and  
HFD-FMO

Resolution MOU State Fire  
Marshal

MOU - HFD/State Fire  
Marshal

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 23, 2025

**TOPIC: APPROVAL OF A RESOLUTION: MEMORANDUM OF UNDERSTANDING BETWEEN HAGERSTOWN FIRE DEPARTMENT AND THE OFFICE OF THE STATE FIRE MARSHAL**

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

**MOTION:** I hereby move for Mayor and Council approval of a resolution to approve a Memorandum of Understanding (MOU) between The Office of the State Fire Marshal and The City of Hagerstown Fire Department. The MOU delineates the roles, duties and responsibilities of the HFD Fire Marshals Office and the Office of the State Fire Marshal.

DATE OF PASSAGE: September 23, 2025  
EFFECTIVE DATE: September 23, 2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION TO APPROVE A  
MEMORANDUM OF UNDERSTANDING  
WITH THE OFFICE OF THE STATE FIRE MARSHALL  
REGARDING THE ROLES AND RESPONSIBILITIES  
OF EACH AGENCY IN CARRYING OUT ITS  
RESPECTIVE MISSION IN HAGERSTOWN, MARYLAND**

**RECITALS**

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, is a municipal body corporate and politic ("City") with its own Fire Department, and the Office of the State Fire Marshall is an Agency of the Maryland State Police which is responsible for Statewide fire, arson and explosive investigations and enforcement of the State Fire Prevention Code ("OSFM"). The City and the OSFM are hereinafter referred to in this Resolution collectively as "the Parties;"

WHEREAS, the Parties wish to divide responsibilities for fire, arson and explosive investigations and enforcement of the State Fire Prevention Code within the City of Hagerstown;

WHEREAS, the Parties wish to enter into a Memorandum of Understanding regarding the roles and responsibilities of each party carrying out its mission (hereinafter "MOU");

WHEREAS, the Parties agree to perform the roles and undertake the responsibilities which are set forth in said MOU;

WHEREAS, the Parties deem said MOU to be mutually beneficial;

WHEREAS, either party shall have the right to terminate said MOU, upon thirty (30) days' written notice to the other. Otherwise, the MOU is for a term of one (1) year, with automatic five (5) year renewals thereafter.

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 MOU.

**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 Mayor be and is hereby authorized to execute and deliver to the Office of the State Fire Marshall the Memorandum of Understanding, a copy of which is attached

hereto and incorporated herein by reference, and to execute any additional documentation required to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

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

Date of Introduction: September 23, 2025  
Date of Passage: September 23, 2025  
Effective Date: September 23, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE OFFICE OF THE STATE FIRE MARSHAL  
AND  
THE CITY OF HAGERSTOWN FIRE DEPARTMENT  
REGARDING THE ROLES AND RESPONSIBILITIES OF EACH AGENCY IN CARRYING OUT THEIR  
MISSIONS IN HAGERSTOWN, MARYLAND**

This Memorandum of Understanding (MOU) is made this \_\_\_\_\_ day of August, 2025, by and between the City of Hagerstown Fire Department (HFD) and the Office of the State Fire Marshal (OSFM).

It is the intent of the HFD to manage the City of Hagerstown's compliance with the State Fire Prevention Code.

The HFD and the OSFM are entering into this MOU to define and clarify specific authorities, roles, and responsibilities.


Therefore, the HFD and the OSFM do hereby promise and agree as follows:

1. The HFD will serve as the principal agency for managing the HFD's compliance with the State Fire Prevention Code and other applicable fire safety laws and standards in accordance with Item 5 of this MOU.
2. A representative of the HFD may serve as an Assistant State Fire Marshal-Inspections, as prescribed in §6-304 of the Maryland Public Safety Article.
3. The HFD Fire Inspectors may be delegated authority as Special Assistant State Fire Marshals by the State Fire Marshal, as prescribed in §6-304 of the Maryland Public Safety Article.
4. The OSFM will have primary responsibility for the following activities in the City of Hagerstown:
  - a. Plan review and inspections for all;
    - i. new and existing CMS-certified health care and ambulatory health care facilities,
    - ii. educational facilities,
    - iii. state-licensed foster care homes, and
    - iv. state-licensed day care facilities, as defined by the State Fire Prevention Code.
    - v. new and existing state-owned properties.
    - vi. new and existing facilities and properties requiring a state license to operate.
  - b. Review and inspection, including the witnessing of tests, of fire protection systems associated with the above-listed occupancies.
  - c. The completion of all fire protection matters on all projects submitted to the OSFM for review or request for inspection before the effective date of this MOU.
  - d. Technical assistance to the HFD on fire protection matters.
  - e. The collection of fees for services provided by the OSFM in accordance with §6-308 of the Maryland Public Safety Article.
  - f. The investigation of all fire and explosive incidents, including the handling of all known or suspected explosive devices and pre- and post-blast investigations.
5. The HFD will have the primary responsibility for the following activities in the City of Hagerstown:

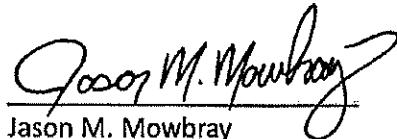
- a. Plan reviews and inspections for all new and existing buildings within City of Hagerstown housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - b. Complaints regarding fire protection matters in all new and existing buildings housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - c. Review and inspection, including the witnessing of tests, of fire protection systems associated with occupancies and conditions not listed in Item 4 of this MOU.
  - d. The collection of fees for services provided by the City of Hagerstown in accordance with established procedures.
  - e. Fire Prevention and Risk Reduction programs and activities in the City.
6. Appeals on matters regarding requirements of the State Fire Prevention Code shall be directed to the State Fire Prevention Commission by the City of Hagerstown, as prescribed in §6-501 of the Maryland Public Safety Article.
  7. The City of Hagerstown will provide documentation and statistical data on the enforcement of the State Fire Prevention Code as requested by the OSFM.
  8. The City of Hagerstown and the OSFM agree to collaborate in furthering each agency's goals.
  9. Neither party waives any immunities of defense available in law or equity.
  10. The designations granted in Items 2 and 3 may only be terminated in accordance with §6-304 of the Maryland Public Safety Article.
  11. The term of this MOU shall be for one year, with five-year automatic renewals. Either party may terminate this MOU for convenience with thirty (30) days' written notice.
  12. The prior MOU between the parties, signed on or about March 11, 2022, is, upon the arrival of September 1, 2025, null and void and of no further force and effect.

This agreement shall become effective as of September 1, 2025.

Signed and adopted this \_\_\_\_ day of August, 2025.



Col. Roland L. Butler Jr., Secretary  
Maryland Department of State Police



Jason M. Mowbray  
Acting State Fire Marshal  
Office of the State Fire Marshal

\_\_\_\_\_  
John E. DiBacco  
Fire Chief  
City of Hagerstown Fire Department

\_\_\_\_\_  
William B. McIntire, Mayor  
City of Hagerstown

\_\_\_\_\_  
Scott A. Nicewarner  
City Administrator  
City of Hagerstown

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

---

**Topic:**

Approval to Accept the Hagerstown Police Standards and Mental Health Project Grant

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

Motion\_ -  
\_Accept\_Hagerstown\_Police\_Standards\_and\_Mental\_Health\_Project\_Grant.pdf

Motion - Police  
Standards and  
Mental Health  
Project Grant

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 23, 2025

**TOPIC:** Approval to Accept the Hagerstown Police Standards and Mental Health Project Grant

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

**MOTION:** I hereby move for Mayor and Council approval to accept a State of Maryland Police Standards and Mental Health Project Grant in the amount of \$147,800.

This no-match grant will enhance internal accountability and promote officer wellness in Washington County, Maryland.

DATE OF PASSAGE: September 23, 2025



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

---

**Topic:**

Approval to Secure Speaker Travis Howze for an Upcoming Conference

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Travis\_Howze\_-\_  
\_Speaker\_at\_Upcoming\_Conference.pdf

**Description**

Motion - Secure Speaker  
Travis Howze for  
Conference

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** September 23, 2025

**TOPIC:** Approval to Secure a Speaker for an Upcoming Conference

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	___X___

**MOTION:** I hereby move for Mayor and Council approval to secure Travis Howze a speaker and advocate for first responder mental health to address an upcoming conference scheduled for April of 2026 in the amount of \$45,000.

Funding will come from a no-match State of Maryland grant designed to enhance internal accountability and promote officer wellness in Washington County, Maryland.

DATE OF PASSAGE: September 23, 2025

# CBH GROUP INC.

1317 Wyllys Neck  
Mt. Pleasant, SC 29464  
Phone: (843)-532-7774



## INVOICE

INVOICE #	DATE
00461	9/9//2025

### BILL TO

Attn: Ashley Roush

Hagerstown PD and Local 1605 Foundation

DESCRIPTION	AMOUNT
Post Traumatic Purpose Presentation for Western Maryland First Responder Health and Wellness Conference April 25, 2026.	\$45,000.00
Full non- refundable deposit is required to secure event no later than October 1, 2025. Should Speaker cancel event a full refund will be issued.	\$45,000.00
Checks Payable TO CBH GROUP INC.	
Thank you for your business!	<b>Balance Due \$45,000.00</b>

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

---

**Topic:**

Approval of Purchase of Video Switcher from Washington Professional Services for \$ 23,614.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Preliminary Agenda Review

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

September\_30\_\_2025\_Preliminary\_Agenda.pdf

**Description**

Preliminary Agenda -  
September 30, 2025



# MAYOR AND CITY COUNCIL REGULAR SESSION (22<sup>ND</sup> VOTING SESSION) SEPTEMBER 30, 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.”*

## PRELIMINARY AGENDA

---

---

The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

\*\*\*\*\*

**11:30 a.m. Tour of Museum of Fine Arts, 401 Museum Drive, Hagerstown, Maryland**

**7:00 p.m. REGULAR SESSION – Council Chamber, 2<sup>nd</sup> floor, City Hall**

**I. CALL TO ORDER - Mayor William B. McIntire**

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. ANNOUNCEMENTS**

- A. Rules of Procedure – *Effective December 17, 2024*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
  - 1. Tuesday, October 7, 2025 – Work Session at 4:00 p.m.
  - 2. Tuesday, October 14, 2025 – No Meeting Scheduled
  - 3. Tuesday, October 21, 2025 – Work Session at 4:00 p.m.
  - 4. Tuesday, October 28, 2025 – Regular Session at 7:00 p.m.

**V. APPOINTMENTS**

Board of Traffic and Parking

**VI. PROCLAMATIONS**

African Heritage Month

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

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

## VII. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

**Citizens are welcome to provide comments in person or by sending an email to [councilcomments@hagerstownmd.org](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, September 30, 2025.** Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

## VIII. MINUTES

August 5, 2025, August 12, 2025, August 19, 2025, and August 26, 2025

## IX. CONSENT AGENDA

### A. Community Engagement:

1. Barbara Ingram School for the Arts (BISFA) Lamp Post Sponsorship Program

### B. Engineering:

1. Design and Permit Acquisition for City Park Stream Restoration – Frederick Seibert & Associates, Inc (Hagerstown, MD) \$ 88,137.00
2. Resurface Tennis Courts at Wheaton Park and City Park – South Coast Sport Construction (Jacksonville, FL) \$ 30,000.00
3. Hager House Visitor Center Phase 1 – Garrett Construction Services, Inc. (Charlotte, NC) \$ 150,891.76

### C. Fire:

1. Repair of Interior of Existing Block Building at HFD's Training Center – GE&I Construction, Inc. (Hyattsville, MD) \$ 33,700.00

### D. Information Technology:

1. Dossier Annual Fleet Management Software Renewal – AMCS Group, Inc. (Boston, MA) \$ 11,159.51
2. Dossier Annual Software Renewal of Veeam Backup Solution – SHI International Corp. (Dallas, TX) \$ 15,840.00
3. Implementation of HPD In Intellitime Dynamic Scheduler – Intellitime Systems Corporation (Santa Ana, CA) \$ 19,800.00

### E. Police:

1. Ballistic Breaching Door and Frame – Global Assets Integrated (Las Vegas, NV) \$ 12,575.00
2. Blanket Funding for Camera System – Spicher's Security (Hagerstown, MD) \$ 100,00.00
3. Blanket Funding for Upfitting of Departmental Vehicles – East Coast Emergency Lighting (Millstone Township, NJ) \$ 100,000.00
4. Roof Replacement at Police Department Headquarters – Garland/DBS, Inc. (Cleveland, OH) \$ 65,983.00
5. AVCC Annual Subscription Fee – Lexis Nexis (Chicago, IL) \$ 21,950.78

### F. Public Works:

1. City Hall Roof Replacement – Garland/DBS, Inc. (Cleveland, OH) \$ 147,978.00
2. Roof Replacement at Steam Engine Museum – Garland/DBS, Inc. (Cleveland, OH) \$ 31,301.00
3. Bulk Road Salt for Snow Removal – Primary Contract: Cargill, Inc. - \$ 76.85/ton (North Olmstead, OH) and Secondary Contract: Morton Salt, Inc. - \$ 78.11/ton (Chicago, IL) \$ 160,000.00

*Consent Agenda continued*

G. Utilities:

1. Water – Traveling Screen Repair at RCW WTP – Altas SSI (Monticello, MS) \$ 92,703.60
2. Water- Risk and Resiliency Assessment and Emergency Response Plan Update – AARC Consultants, LLC (Philadelphia, PA) \$ 122,511.00
3. Water and Wastewater – Underground Infrastructure Marking – USIC Locating Services, LLC (Indianapolis, IN) \$ 208,000.00
4. Wastewater – Evoqua Pressure Regulating Valve for DAFT Operations – Heyward Incorporated of Virginia (Glenn Allen, VA) \$ 11,864.29
5. Wastewater – Pump Station 13 Design, Permitting, and Bidding Engineering Services – Buchart Horn (Baltimore, MD) \$ 395,555.00
6. Wastewater – Rebuild Pump #2 at Pump Station 8 – STH, Inc. (Frederick, MD) \$ 24,195.00

**IX. UNFINISHED BUSINESS**

No Unfinished Business

**X. NEW BUSINESS**

- A. Introduction of an Ordinance: Amendments to City Code for Vending Machines
- B. Approval of a Resolution: Parking Lease Agreement with Maryland State Department of Education, Division of Rehabilitation Services (DORS)
- C. Approval of a Resolution: Annexation Amendment – Jordan Annexation – Haven Road (A-2007-06)
- D. Approval of an Amendment to Scope of Project for Community Development Corporation (CDC) Tax Sale Acquisition
- E. Approval of After School Program at Parkside Community Center
- F. Approval to Apply for Community Forestry Catalyst Fund Grant

**XI. GENERAL CITIZEN COMMENTS**

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

**Citizens are welcome to provide comments in person or by sending an email to [councilcomments@hagerstownmd.org](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, September 30, 2025.**

**Topics are to be germane to City business.**

Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

**XII. CITY ADMINISTRATOR COMMENTS**

**XIII. MAYOR & COUNCIL COMMENTS**

**XIV. ADJOURN**

*Some items that have been discussed and reviewed previously, or are of a routine nature, may not have additional information attached to this agenda.*



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

---

**Topic:**

Municipal Infractions (Fines) Changes - *Paul W. Fulk, Neighborhood Services Manager and Amanda Gregg, Chief Housing and Community Development Officer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Municipal\_Infractions\_Memo\_Packet\_9.23.25.pdf

**Description**

Municipal Infractions (Fines)  
Changes



# CITY OF HAGERSTOWN, MARYLAND

## Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

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

Telephone: 301-739-8577, ext. 103 • Website: [www.hagerstowndhcd.org](http://www.hagerstowndhcd.org)

### MEMORANDUM

**TO:** Scott Nicewarner, City Administrator

**FROM:** Paul W. Fulk, Neighborhood Services Manager 2  
Amanda Gregg, Chief Housing and Community Development Officer

**DATE:** September 17, 2025

**SUBJECT:** Municipal Infractions (Fines) Changes

Staff from the Department of Housing & Community Development will be present at the September 23<sup>rd</sup> Mayor and City Council meeting to discuss amendments to municipal infraction civil citations for selected chapters of the City Code. This was previously discussed during the July 15<sup>th</sup> and August 19<sup>th</sup> work sessions. At these meetings, staff was given direction to develop an escalating fine schedule for violations of the select ordinances.

#### Plain Language

The discussion from the last work session landed on creating an escalating fine schedule for repeat offenders for violations of certain ordinances within the City Code. While drafting legislation to introduce such escalating fine schedule, legal counsel recommended not to have an escalating fine schedule in the City Code as this could be too complex for those reading the code. They proposed keeping the language more straight forward and having a policy for staff to follow.

Counsel recommended having the Property Maintenance Code similar to what it is currently, only with higher preset fine amounts. The simplest process to achieve this is by multiplying the current preset fine amounts by 5. This way when a property owner is notified they are violating a code, they can review the code and identify the fine amount if they do not comply.

They further recommended amending Chapter 185 (Nuisance Abatement), Chapter 232 (Vacant Non-Residential Structures), and Chapter 233 (Vacant Residential

Structures) with a maximum fine amount of \$5,000 and having a policy for staff to follow when issuing fines for these Chapters.

The policy for staff to follow for issuing fines when a maximum fine amount is stated in an ordinance is attached as Attachment 4. This is modeled after a current policy utilized by staff for violations of the Nuisance Abatement Ordinance. The abatement policy has been followed by staff since 2008. This has been successful ensuring consistency when issuing citations with a maximum fine amount listed.

### **Chapter 1 Amendment**

As previously discussed, Chapter 1, Article III of the City Code must also be amended to reflect the increased fine amounts to be consistent within the City Code. The one item to be aware of is preset fine amounts can be up to \$5,000 per state law; however, fines can only be doubled by the court up to \$1,000. The state did not amend this section of the law.

### **Next Steps**

Provide staff with further direction on the preset fine amounts for the Property Maintenance Code, maximum fine amounts for the selected ordinances, and the internal policy for staff to follow for municipal infraction citations.

C: City Attorney  
Emily McFarland, Neighborhood Services Programs Coordinator

Attachment 1 – Property Maintenance Code Amendment

Attachment 2 – Nuisance Abatement and Vacant Structure Amendments

Attachment 3 – Chapter 1, Article III Municipal Infractions Amendment

Attachment 4 – Municipal Infractions Policy

## Attachment 1 – Property Maintenance Code Amendment

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

### Municipal Infraction Fines

Code Section	Title	Fines
102.2.1	Utilities	<del>1,000.00</del> 5,000.00
108.1	General	<del>1,000.00</del> 5,000.00
108.1.1	Unsafe Structure	<del>1,000.00</del> 5,000.00
108.1.2	Unsafe Equipment	<del>1,000.00</del> 5,000.00
108.1.3	Structure Unfit for Human Occupancy	<del>1,000.00</del> 5,000.00
108.1.4	Unlawful Structure	<del>1,000.00</del> 5,000.00
108.2	Closing of Vacant Structure	<del>1,000.00</del> 5,000.00
108.2.1	Securing with Lumber	<del>200.00</del> 1,000.00
108.4.1	Placard Removal	<del>1,000.00</del> 5,000.00
108.5	Prohibited Occupancy	<del>1,000.00</del> 5,000.00
109.2	Temporary Safeguards	<del>200.00</del> 1,000.00
110.1.1	Unreasonable Repairs	<del>1,000.00</del> 5,000.00
110.3	Failure to Comply	<del>1,000.00</del> 5,000.00

### Chapter 3 General Requirements Section 301 General

301.2	Responsibility	<del>1,000.00</del> 5,000.00
301.3	Vacant Structures and land	<del>1,000.00</del> 5,000.00

### Section 302 Exterior Property Areas

302.1	Sanitation	<del>200.00</del> 1,000.00
302.2	Grading and drainage	<del>200.00</del> 1,000.00
302.3	Sidewalks and driveways	<del>200.00</del> 1,000.00
302.3.1	Nuisance Ice and Snow	<del>200.00</del> 1,000.00
302.4	Weeds	<del>200.00</del> 1,000.00
302.4.1	Weeds – Specified areas	<del>200.00</del> 1,000.00
302.4.2	Trees and shrubbery	<del>200.00</del> 1,000.00
302.4.3	Trees and shrubbery Height Requirements	<del>200.00</del> 1,000.00
302.5	Harborage	<del>200.00</del> 1,000.00
302.6	Exhaust vents	<del>200.00</del> 1,000.00
302.7	Accessory Structures	<del>200.00</del> 1,000.00
302.8	Motor Vehicles	<del>200.00</del> 1,000.00
302.9	Defacement of property	<del>200.00</del> 1,000.00
302.10	Hazardous Fences	<del>200.00</del> 1,000.00
302.11	Signs	<del>200.00</del> 1,000.00



**Section 303**  
**Swimming Pools, Spas, and Hot Tubs**

303.1	Swimming Pools	<del>200.00</del> 1,000.00
303.1.1	Requirements	<del>500.00</del> 2,500.00
303.2	Enclosures	<del>1,000.00</del> 5,000.00
303.3	Unused Pools	5,000.00
303.3.1	Nuisance Unused Pools	5,000.00
303.4	Abandoned Pools	5,000.00

**Section 304**  
**Exterior Structure**

304.1	General	<del>500.00</del> 2,500.00
304.2	Protective Treatment	<del>500.00</del> 2,500.00
304.3	Premises Identification	<del>100.00</del> 500.00
304.3.1	Premises Identification Rear	<del>100.00</del> 500.00
304.4	Structural Members	<del>500.00</del> 2,500.00
304.5	Foundation Walls	<del>500.00</del> 2,500.00
304.6	Exterior Walls	<del>200.00</del> 1,000.00
304.7	Roofs and Drainage	<del>200.00</del> 1,000.00
304.8	Decorative Features	<del>200.00</del> 1,000.00
304.9	Overhang Extensions	<del>200.00</del> 1,000.00
304.10	Stairways, decks, porches, balconies	<del>500.00</del> 2,500.00
304.11	Chimneys and towers	<del>200.00</del> 1,000.00
304.13	Window, Skylight, and Door Frames	<del>200.00</del> 1,000.00
304.13.1	Glazing	<del>200.00</del> 1,000.00
304.13.2	Openable Windows	<del>200.00</del> 1,000.00
304.14	Insect Screens	<del>200.00</del> 1,000.00
304.15	Doors	<del>200.00</del> 1,000.00
304.16	Basement Hatchways	<del>200.00</del> 1,000.00
304.18	Building Security	<del>200.00</del> 1,000.00
304.18.2	Building Security - Windows	<del>200.00</del> 1,000.00
304.18.3	Building Security – Window Locking Devices	<del>500.00</del> 2,500.00
304.18.4	Building Security – Basement Hatchways	<del>200.00</del> 1,000.00

**Section 305**  
**Interior Structure**

305.1	General	<del>500.00</del> 2,500.00
305.2	Structural Members	<del>500.00</del> 2,500.00
305.3	Interior Surfaces	<del>200.00</del> 1,000.00
305.4	Stairs and Walking Surfaces	<del>200.00</del> 1,000.00
305.6	Interior Doors	<del>200.00</del> 1,000.00

**Section 306**  
**Handrails and Guardrails**

306.1	Handrails	200.00 1,000.00
306.2	Handrail Grip-size	200.00 1,000.00
306.3	Handrail Clearance	200.00 1,000.00
306.4	Guardrails	200.00 1,000.00
306.5	Guardrail Opening Limitations	200.00 1,000.00

**Section 307**  
**Rubbish and Garbage**

307.1	Accumulation of Rubbish and Garbage	200.00 1,000.00
307.2	Disposal of Rubbish	200.00 1,000.00
307.2.1	Refrigerators	200.00 1,000.00
307.3	Disposal of Garbage	200.00 1,000.00
307.3.1	Containers	200.00 1,000.00
307.3.2	Container Placement	200.00 1,000.00

**Section 308**  
**Extermination**

308.1	Infestation	200.00 1,000.00
308.2	Owner	200.00 1,000.00
308.3	Single Occupant	200.00 1,000.00
308.4	Multiple Occupancy	200.00 1,000.00
308.5	Shared Area	200.00 1,000.00
308.6	Occupant	200.00 1,000.00
308.7	Documentation	200.00 1,000.00

**Chapter 4**  
**Light, Ventilation, and Occupancy**

**Section 401**  
**General**

401.2	Responsibility	<del>1,000.00</del> 5,000.00
-------	----------------	------------------------------

**Section 402**  
**Light**

402.1	Habitable Spaces	200.00 1,000.00
402.2	Common Halls and Stairways	200.00 1,000.00
402.3	Other Spaces	200.00 1,000.00

### **Section 403 Ventilation**

403.1	Habitable Spaces	200.00 1,000.00
403.2	Bathrooms and Toilet Rooms	200.00 1,000.00
403.3	Kitchens	200.00 1,000.00
403.4	Cooking Facilities	500.00 2,500.00
403.5	Process Ventilation	500.00 2,500.00
403.6	Clothes Dryer Exhaust	200.00 1,000.00
403.6.1	Transition Ducts	200.00 1,000.00
403.6.2	Maximum Length Calculation	200.00 1,000.00

### **Section 404 Occupancy Limitations**

404.1	Privacy	200.00 1,000.00
404.2	Minimum Room Widths	200.00 1,000.00
404.3	Minimum Ceiling Heights	200.00 1,000.00
404.4.1	Area for Sleeping Purposes	200.00 1,000.00
404.4.2	Access from Bedrooms	200.00 1,000.00
404.4.3	Water Closet Accessibility	200.00 1,000.00
404.4.4	Prohibited Occupancy	200.00 1,000.00
404.4.5	Other Requirements	200.00 1,000.00
404.5	Overcrowding	200.00 1,000.00
404.6	Efficiency Unit	200.00 1,000.00
404.7	Food Preparation	200.00 1,000.00
404.7.1	Countertop minimum size	200.00 1,000.00
404.7.2	Countertop minimum dimensions	200.00 1,000.00
404.7.3	Countertop height	200.00 1,000.00
404.8	Kitchen Floor Surfaces	200.00 1,000.00

## **Chapter 5 Plumbing Facilities and Fixture Requirements**

### **Section 501 General**

501.2	Responsibility	1,000.00 5,000.00
-------	----------------	-------------------

### **Section 502 Required Facilities**

502.1	Dwelling Units	500.00 2,500.00
502.2	Rooming Houses	500.00 2,500.00
502.3	Hotels	500.00 2,500.00

502.4	Employee's Facilities	<del>500.00</del> 2,500.00
502.4.1	Drinking Facilities	<del>200.00</del> 1,000.00

### **Section 503 Toilet Rooms**

503.1	Privacy	<del>200.00</del> 1,000.00
503.2	Location	<del>500.00</del> 2,500.00
503.3	Location of Employee Toilet Facilities	<del>500.00</del> 2,500.00
503.4	Floor Surface	<del>200.00</del> 1,000.00

### **Section 504 Plumbing Systems and Fixtures**

504.1	General	<del>200.00</del> 1,000.00
504.2	Fixture Clearances	<del>200.00</del> 1,000.00
504.3	Plumbing System Hazards	<del>500.00</del> 2,500.00

### **Section 505 Water System**

505.1	General	<del>500.00</del> 2,500.00
505.2	Contamination	<del>500.00</del> 2,500.00
505.3	Supply	<del>500.00</del> 2,500.00
505.4	Water Heating Facilities	<del>500.00</del> 2,500.00
505.4.1	Relief valve approval	<del>500.00</del> 2,500.00
505.4.2	Requirements for discharge piping	<del>500.00</del> 2,500.00

### **Section 506 Sanitary Drainage System**

506.1	General	<del>500.00</del> 2,500.00
506.2	Maintenance	<del>500.00</del> 2,500.00

### **Section 507 Storm Drainage**

507.1	General	<del>200.00</del> 1,000.00
-------	---------	----------------------------

## **Chapter 6 Mechanical and Electrical Requirements**

### **Section 601 General**

601.2	Responsibility	<del>1,000.00</del> 5,000.00
-------	----------------	------------------------------



**Section 602**  
**Heating Facilities**

602.2	Residential Occupancies	500.00 2,500.00
602.3	Heat Supply	500.00 2,500.00
602.4	Occupied Work Spaces	500.00 2,500.00

**Section 603**  
**Mechanical Equipment**

603.1	Mechanical Equipment	500.00 2,500.00
603.1.1	Mechanical Services	200.00 1,000.00
603.2	Removal of Combustion Products	500.00 2,500.00
603.3	Clearances	500.00 2,500.00
603.4	Safety Controls	500.00 2,500.00
603.5	Combustion Air	500.00 2,500.00
603.5.1	Prohibited locations	500.00 2,500.00
603.6	Energy Conservation Devices	500.00 2,500.00

**Section 604**  
**Electrical Facilities**

604.2	Service	500.00 2,500.00
604.3	Electrical System Hazards	500.00 2,500.00
604.3.1	Receptacles over heaters	500.00 2,500.00
604.3.2	Non-grounding receptacles	500.00 2,500.00
604.3.3	Electrical Device Hazards	100.00 500.00
604.4	Access to occupants	500.00 2,500.00

**Section 605**  
**Electrical Equipment**

605.1	Installation	500.00 2,500.00
605.2	Receptacles	200.00 1,000.00
605.2.1	Ground Fault Circuit Interrupter Receptacles	500.00 2,500.00
605.3	Equipment Connected by Cord and Plug	200.00 1,000.00
605.4	Lighting Fixtures required	200.00 1,000.00
605.4.1	Lighting Fixtures maintenance	200.00 1,000.00
605.4.2	Lighting Fixtures in Closets	200.00 1,000.00
605.4.3	Lighting Fixtures in Wet and Damp Locations	500.00 2,500.00
605.4.4	Lighting Fixtures in Bathtub and Shower Areas	500.00 2,500.00
605.5	Switch Access	500.00 2,500.00

605.5.1	Switches Wet Locations	<del>500.00</del> 2,500.00
---------	------------------------	----------------------------

**Section 606**  
**Elevators, Escalators, and Dumbwaiters**

606.1	General	<del>500.00</del> 2,500.00
606.2	Elevators	<del>500.00</del> 2,500.00

**Section 607**  
**Duct Systems**

607.1	General	<del>200.00</del> 1,000.00
-------	---------	----------------------------

**Chapter 7**  
**Fire Safety Requirements**

**Section 701**  
**General**

701.2	Responsibility	<del>1,000.00</del> 5,000.00
-------	----------------	------------------------------

**Section 702**  
**Means of Egress**

702.1	General	<del>500.00</del> 2,500.00
702.1.1	Maintenance	<del>500.00</del> 2,500.00
702.2	Exit Capacity	<del>500.00</del> 2,500.00
702.3	Number of Exits	<del>500.00</del> 2,500.00
702.4	Arrangement	<del>500.00</del> 2,500.00
702.5	Corridor Enclosure	<del>500.00</del> 2,500.00
702.6	Dead End Travel Distance	<del>500.00</del> 2,500.00
702.7	Commercial Aisles	<del>500.00</del> 2,500.00
702.8	Stairways, Handrails and Guards	<del>500.00</del> 2,500.00
702.9	Stairway Identification	<del>500.00</del> 2,500.00
702.10	Locked Doors	<del>500.00</del> 2,500.00
702.11	Unit identification	<del>1,000.00</del> 5,000.00
702.12	Emergency Instructions	<del>1,000.00</del> 5,000.00

**Section 703**  
**Illumination Means of Egress**

703.1	Illumination emergency power	<del>500.00</del> 2,500.00
703.2	Illumination level	<del>500.00</del> 2,500.00

**Section 704**

### **Emergency Escape**

704.1	Emergency Escape	500.00 2,500.00
704.2	Emergency Escape Minimum Size	500.00 2,500.00
704.3	Emergency Escape Minimum Dimensions	500.00 2,500.00
704.4	Emergency Escape Maximum Height from Floor	500.00 2,500.00
704.5	Window Wells	500.00 2,500.00
704.5.1	Window Wells Minimum Size	500.00 2,500.00
704.5.2	Ladders or Steps	500.00 2,500.00

### **Section 705 Accumulations and Storage**

705.1	Accumulations	500.00 2,500.00
705.2	Hazardous Material	500.00 2,500.00
705.3	Miscellaneous Combustible Materials Storage	500.00 2,500.00
705.3.1	Ceiling Clearance	500.00 2,500.00
705.3.2	Means of Egress	500.00 2,500.00
705.3.3	Equipment Rooms	500.00 2,500.00
705.4	Clearances from Ignition Sources	500.00 2,500.00

### **Section 706 Fire Resistance Ratings**

706.1	General	500.00 2,500.00
706.2	Maintenance	500.00 2,500.00
706.2.1	Fire Door Operation	500.00 2,500.00

### **Section 707 Fire Protection Systems**

701.1	General	500.00 2,500.00
707.2	Fire Suppression Systems	500.00 2,500.00
707.3	Standpipe Systems	500.00 2,500.00
707.4	Fire Extinguishers	500.00 2,500.00
707.5	Fire Alarm Systems	500.00 2,500.00
707.6	Backflow Prevention	500.00 2,500.00
707.6.1	Backflow Prevention Testing	500.00 2,500.00

### **Section 708 Exit Signs**

708.1	Exit Signs	500.00 2,500.00
708.2	Exit Sign Locations	500.00 2,500.00

708.3	Exit Sign Illumination	<del>500.00</del> 2,500.00
-------	------------------------	----------------------------

**Section 709**  
**Vacant Premises**

709.1	Fire Protection	<del>500.00</del> 2,500.00
709.2	Fire Separation	<del>500.00</del> 2,500.00
709.3	Removal of Combustible and Hazardous Materials	<del>500.00</del> 2,500.00

**Chapter 8 Smoke & Carbon Monoxide Alarms**

**Section 801**  
**General**

801.2	Responsibility	<del>1,000.00</del> 5,000.00
801.3	Carbon Monoxide Responsibility	<del>1,000.00</del> 5,000.00

**Section 802**  
**Maintenance and Testing**

802.2	Maintenance	<del>500.00</del> 2,500.00
802.2.1	Replacement	<del>500.00</del> 2,500.00
802.3	Installation	<del>500.00</del> 2,500.00
802.4	Testing	<del>500.00</del> 2,500.00
802.5	Alterations Repairs and Additions	<del>500.00</del> 2,500.00
802.6	Tampering	<del>500.00</del> 2,500.00
802.7	UL Listed	<del>500.00</del> 2,500.00

**Section 803**  
**Location Requirements**

803.1	Location Level	<del>500.00</del> 2,500.00
803.2	Location Split Level	<del>500.00</del> 2,500.00
803.3	Location Bedrooms	<del>500.00</del> 2,500.00

**Section 804**  
**Interconnection**

804.1	Interconnection	<del>500.00</del> 2,500.00
804.2	Carbon Monoxide Interconnection	<del>500.00</del> 2,500.00

**Section 805**



**Power Source one and Two Family Dwellings**

805.1	Battery Powered	500.00 2,500.00
805.2	Power Source	500.00 2,500.00

**Section 806  
Power Source Three Unit Dwellings,  
Guestrooms, Boarding Houses, Suites,  
Dormitories, and other Similar  
Structures**

806.1	Power Source	500.00 2,500.00
-------	--------------	-----------------

**Section 807  
Power Source Four or more Unit  
Dwellings, Guestrooms, Boarding  
Houses, Suites, Dormitories, and other  
Similar Structures**

807.1	Power Source	500.00 2,500.00
-------	--------------	-----------------

**Section 808  
Carbon Monoxide Power Source**

808.1	Power Source	500.00 2,500.00
808.1.1	Battery	500.00 2,500.00
808.1.2	AC Power	500.00 2,500.00
808.1.3	Control Unit	500.00 2,500.00
808.1.4	Other System	500.00 2,500.00

**Section 809  
Deaf or Hearing Impaired Smoke  
Alarms**

809.1	Deaf or Hearing Impaired Smoke Alarms	500.00 2,500.00
809.2	Deaf or Hearing Impaired Carbon Monoxide Alarms	500.00 2,500.00
809.3	Deaf or Hearing Impaired Transient Housing	500.00 2,500.00
809.3.1	Posting	500.00 2,500.00

## **Attachment 2 – Nuisance Abatement and Vacant Structure Ordinances Amendments**

### **Chapter 185 – Nuisance Abatement**

**§ 185-7 Violations and penalties.** In addition to the penalties described herein, if any person allows a nuisance as defined in this chapter to exist, or shall fail to abate any said nuisance after proper notice, such person shall, upon conviction thereof, be guilty of a municipal infraction and shall be fined in an amount not to exceed ~~\$500~~ \$5,000 for each offense. A separate offense shall be deemed committed on each day during or on which said nuisance is permitted to exist.

### **Chapter 232 – Vacant Non-Residential Structures**

**§ 232-10 Violations and penalties.** In addition to the sanctions outlined in § 232-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to ~~\$1,000~~ \$5,000. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

### **Chapter 233 – Vacant Residential Structures**

**§ 233-10 Violations and penalties.** In addition to the sanctions outlined in § 233-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to ~~\$500~~ \$5,000. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

## **Attachment 3 – Chapter 1, Article III Municipal Infractions Amendments**

### **§ 1-18 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

#### **MUNICIPAL INFRACTION**

- A. Any violation of any provision of the Code of the City of Hagerstown, hereinafter referred to as "this Code," which violation has been specifically declared by the Mayor and Council of Hagerstown to be a "municipal infraction."
- B. For purposes of this Code, a "municipal infraction" is a civil offense, and a finding of guilt thereof is not a criminal conviction for any purpose, nor does it impose any of the civil disabilities ordinarily imposed by a criminal conviction.

### **§ 1-19 Determination of infraction; fines.**

- A. The Mayor and Council may, by ordinance, declare which violations shall constitute municipal infractions and may set specific fines which may be imposed for said infractions.
- B. The fines set by the Mayor and Council for municipal infractions shall be in specific amounts not to exceed ~~\$1,000~~ \$5,000 for each initial violation. The specific fine amount may be doubled pursuant to **Local Government, Section 6-106** of the Annotated Code of Maryland to an amount not to exceed \$1,000. Unless otherwise provided, each day a violation continues shall constitute a separate and distinct violation.

### **§ 1-20 Issuance and contents of citation.**

- A. Authorized code enforcement officials may deliver a citation to any person alleged to be committing or to have committed a municipal infraction. A copy of the citation shall be retained by the City and ~~shall~~ **may** bear the certification of the issuing official attesting to the truth of the matter set forth in the citation.
- B. The citation shall contain the following information:
  - (1) The name and address of the person charged.
  - (2) The nature of the municipal infraction.
  - (3) The code or ordinance provision being violated.
  - (4) The location and time that the municipal infraction occurred or was observed.
  - (5) The amount of the fine assessed for the municipal infraction.
  - (6) The manner, location and time in which the fine may be paid to the City.



- (7) The right of the recipient of the citation to elect to stand trial for the municipal infraction.

**§ 1-21 Payment of fine.**

Payment of the fine imposed by a citation for a municipal infraction shall be made to the City Treasurer, City Hall, Hagerstown, Maryland, within 20 calendar days from receipt of the citation, unless there is an election to stand trial no later than 15 days from the receipt of the citation.

**§ 1-22 Election to stand trial.**

- A. A person receiving a citation for a municipal infraction may elect to stand trial for the offense by notifying the City of said person's intention to stand trial for the municipal infraction. The notice shall be given in writing at least five days prior to the date of payment as set forth in the citation.
- B. Upon receipt of a timely notice of intention to stand trial, the City shall forward to the District Court having venue a copy of the notice from the person who received the citation indicating the intention to stand trial. Upon receipt of the citation, the District Court shall schedule the case for trial and notify the defendant of the trial date.

**§ 1-23 Failure to respond to citation.**

- A. If a person receiving a citation for a municipal infraction fails to pay the fine imposed for the infraction by the date of payment set forth on the citation and fails to timely file a notice of intention to stand trial for the offense, a formal notice shall be sent to the offender's last known address demanding payment. In the event that the citation has not been satisfied, the offender shall be obligated to pay a sum equivalent to twice the amount of the original penalty amount.
- B. If, after 35 days from its issuance, the citation has not been satisfied, the City may request adjudication of the case through the District Court. The District Court shall thereupon promptly schedule the case for trial and summon the defendant (the offender) to appear. The defendant's failure to respond to the summons shall be contempt of court.

**§ 1-24 Court proceedings.**

- A. Court proceedings for a municipal infraction shall be governed by the provisions of ~~Article 23A, § 3~~ **Local Government, Title 6**, of the Annotated Code of Maryland, as amended, relating to municipal infractions, said provisions being hereby incorporated by reference as if fully set forth herein.



- B. Any person found by the District Court to have committed a municipal infraction shall be required to pay the fine imposed by the citation, including any additional fine imposed by § 1-23 hereof. Such person shall also be liable for the cost of the court proceedings.
- C. Whenever any defendant has been found guilty of a municipal infraction and willfully fails to pay the fine imposed by the court, that willful failure may be treated as a criminal contempt of court.
- D. All fines, penalties or forfeitures collected by the District Court for municipal infractions shall be remitted to the City.

**§ 1-25 Conflicts with statutory provisions.**

In any case where a provision of this article conflicts with a mandatory provision of ~~Article 23A, § 3 Local Government~~, Title 6, of the Annotated Code of Maryland, as amended, the provisions of ~~Article 23A Local Government~~ shall prevail and shall be incorporated herein as if expressly set forth.

## **Attachment 4 – Municipal Infraction Policy**

### Section I – Purpose

The Municipal Infraction Policy is established to ensure uniform application of fine amounts and to provide a process for increased fine amounts for repeat offenders.

### Section II – Process

An offense is a notice of violation which can consist of one or more violations of the City Code. Chapters 185, 232, and 233 ordinances allow for fines up to \$5,000.00 for each violation. The following shall be used in determining the applicable fine amount:

1. For the first offense of these Chapters within a twenty-four (24) month period the fine shall be \$500.00 for each violation.
2. For the second offense of these Chapters within a twenty-four (24) month period the fine shall be \$1,000.00 for each violation.
3. For the third offense of these Chapters within a twenty-four (24) month period, the fine shall be \$2,500.00 for each violation.
4. For the fourth and subsequent offenses of these Chapters within a twenty-four (24) month period, the fine shall be \$5,000.00 for each violation.

A separate offense shall be deemed committed on each day during or on which said violation is permitted to exist.

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

---

**Topic:**

Vacant Property Tax Discussion

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Discussion of Responsibility Related to Transport of Offenders to Hospital with Minor Injuries  
- *Chief Paul "Joey" Kifer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Operation Take Back Discussion - Review of Areas to Target - *Chief Paul "Joey" Kifer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Annexation Amendment - Jordan Annexation - Haven Road (A-2007-06) - *Stephen R. Bockmiller, Deputy Director of Planning and Economic Development Administration*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Annexation\_Amendment-Jordan\_Annexation-Haven\_Road(A-2007-06).pdf


**Description**

ANNEXATION  
AMENDMENT



## MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP, Deputy Director for Planning and Zoning Administration

SUBJECT: Annexation Amendment – Jordan Annexation – Haven Road (A-2007-06)

DATE: September 17, 2025

Staff will attend the September 23, 2025 Work Session to review a recommendation of the Planning Commission to amend the annexation agreement for Jordan Annexation-Haven Road.

### REQUEST:

Amend Condition #7 of the 2007 Annexation Petition/Agreement which currently reads as follows:

7. The main point of ingress/egress to the new development is Haven Road. Crestwood Drive (to the northeast) will be connected or stubbed to the development on the Property, with no more than 100 units to be constructed before the Connection to Crestwood Drive is made. Kensington Drive (or whatever name is designated to the access to the south) may be connected or stubbed to the development of the Property as determined by the Mayor and Council or the City Traffic Engineer based on a traffic study to be prepared by the developer at the developer's expense. *(Three additional paragraphs of this condition are omitted here as not relevant to the subject of this memo).*

### RECOMMENDATION:

The Planning Commission's recommended amendment (at the developer's request) is:

1. Change 100 units to 206 units in existing Condition #7.  
This increases the number of units that can be built before the connection to Crestwood Drive is required. The number "100" in the quoted Condition #7 above, would be replaced with "206".
2. Any additional residential development in excess of 206 units in the affected area will require connection to Crestwood Drive.  
Review of the text in Condition #7 above suggests that if only the number is changed from 100 to 206 units, the existing language will continue to require connection to Crestwood Drive for any units exceeding 206 to be constructed in the northeastern "neck" of the property, satisfying the Planning Commission's concerns in this matter.

The Planning Commission supports the recommended amendment for the following reasons:



- The 3 proposed access points to the development are sufficient for traffic circulation and access redundancy for the planned 206 units. (The 3 access points are Haven Road, the existing connection of Outer Drive to Haven Road, and a new road into the site from Kensington Drive.)
- The annexation permitted a maximum of 376 units. The planned 206 units in Phases 1, 2 and 3 are only 55% of the maximum permitted by the terms of the annexation.

The recommended amendment will allow development to move forward. Please note:

- A housing developer is under contract to purchase the land, and the ability to record the Phase 3 plat (which is for 108 single-family and townhouse lots) is necessary and time-sensitive for the land to transfer and to begin construction. The recommended amendment will allow the Phase 3 plat to be recorded. It cannot be recorded under the current terms of the annexation due to the 100-unit cap being tied to connection to Crestwood Drive – construction of which cannot be assured at this time. The plats for Phases 1 and 2 – which have been approved by the Planning Commission – total 98 lots.
- A flooding issue on the adjacent land may cause the property owner to sell all or part of “Future Section 4 -The Northern Neck”. The solution to the flooding issue may eliminate the possibility of connecting Haven Road to Crestwood Drive. The recommended amendment provides the possibility of recording additional units in this area and connection to Crestwood drive, if the future solution to the flooding issue allows.

If the Mayor and City Council are in agreement, the appropriate instrument to implement this change will be added to the September 30, 2025 Regular Session agenda.

#### BACKGROUND:

The following is additional background:

- The 51.96 acres of land between the end of Haven Road and Interstate I-81, south of the Volvo truck plant was annexed in 2006. That annexation was legally faulty and the annexation was re-executed in 2007, with some modification to the conditions.
- Current Zoning is RH - Residential High Density (assigned R3 at time of annexation which is currently known as RH).
- The annexation permitted the construction of townhouses and two-over-two condominium units (which are considered multi-family dwellings) and required single-family dwellings to be built in the eastern portion of the site (shown on the plan as “Phase 1” and “Future Phase 4”).
- A development plan (P-2022-01) was approved by the Planning Commission in 2024 for 241 units (92 single family and 149 townhomes). The plan eliminated multi-family units and the reduced density was approved.

Total units Permitted at Annexation	376
<u>Reduction in Density Approved by Planning Commission in Development Plan -</u>	<u>135</u>
Approved Development Plan	241



- The revised, current plan is to construct 206 units; 35 single-family units potentially being lost to the flooding issue.

Approved Development Plan	241
Potential elimination of units in area of flood issue	- 35
Revised, Current Planned Units	206

- The developer reserves the right to potentially salvage some lots in "Future Phase 4 – Northern Neck" once the solution to the flooding problem is settled. Whether any or some lots could be saved cannot be determined at this time and it would be dependent on whether the flooding solution eliminates the possibility of constructing the connector street to Crestwood Drive. The proposed language of the amendment allows this to occur, but only if the connection to Crestwood Drive is made. Per the proposed amendment, the construction of 207 or more units in this development will require connection of Haven Road and Crestwood Drive with a public street.
- As we were about to publish this memo, we received word that sketches are being developed for completing the development in the neck to Crestwood, including the connecting street. Preliminary analysis suggests that after the needed stormwater management improvements are completed to address the Volvo-Rest Haven issue, approximately 25 lots can be saved out of 35 that were previously planned for the area. If these sketches develop to completion as anticipated, the total number of dwelling units in the development will be approximately 231 lots.

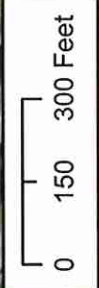
Copy: Planning Commission Members  
 Jill Thompson, Director, Planning and Economic Development  
 James Bender, City Engineer  
 Stephanie Jordan, Property Owner/Developer  
 Gordon Poffenberger, Project Engineer, Fox and Associates

Vicinity Map - **FountainHead West**  
Address: Jordan - Haven Road Annexation  
File: A-2007-06

Area removed  
from Phase 1  
(35 Lots): Possibly  
Later Phase 4

## Legend

- Reduced Phase 1 - 13 Lots
- Phase 2 - 85 Lots
- Phase 3 - 108 Lots
- Future Phase 4 - TBD



Maxar, Microsoft, Sentinel, Esri, TomTom, Garmin, Mapbox, OpenStreetMap contributors, and the GIS User Community