

Mayor and Council Executive Session and Work Session December 9, 2025 Agenda

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

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

EXECUTIVE SESSION

2:00 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.**

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

4:00 PM WORK SESSION

4:00 PM 1. FY25 Annual Comprehensive Financial Report by William Seymour with SB Company, LLC – *Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting and Budget Manager*

4:20 PM 2. Preliminary Agenda Review

4:30 PM 3. Forfeiture of State of Maryland DHCD CDC Tax Sale Acquisition/Rehab Grant and Authorization to Reapply - *Amanda Gregg, Chief Housing & Community Development Officer and Margi Joe, Community Development Manager*

4:35 PM 4. Access Easement for Columbia Gas - *Jim Bender, City Engineer*

4:50 PM 5. Lodging Out of Doors Ordinance Update – *Chief Paul ‘Joey’ Kifer*

5:05 PM 6. 2026 Hub City100 Miler - *Amy Riley, Recreation Coordinator*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**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

December_9__2025_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION DECEMBER 9, 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

2:00 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)

** Termination of Contract*

2. To consult with staff, consultants, or other individuals about pending or potential litigation; (#8)

** Contract Review*

3. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

** Business Proposal*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: December 9, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 2:00 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

FY25 Annual Comprehensive Financial Report by William Seymour with SB Company, LLC
– *Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

12.09.25_Memo_for_FY25_ACFR_Presentation.pdf

Hagerstown_Audit_Presentation_FY25.pptx

Description

FY25 Annual
Comprehensive Financial
Report and Audit

Audit Powerpoint
Presentation



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

TO: Mayor & Councilmembers
Scott Nicewarner, City Administrator

FROM: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

SUBJECT: FY25 Annual Comprehensive Financial Report

DATE: December 9, 2025

The Finance Department will be joined by our independent auditing firm, SB & Company, LLC to present the City's Annual Comprehensive Financial Report for FY25. The presentation will provide an overview of SB & Company, LLC's comments and recommendations for our FY25 financial statements audit.

The preparation of this report would not have been possible without the dedicated efforts of the entire Finance Department.

The copies of the FY25 Annual Comprehensive Financial Report were distributed in early November and you can find a copy of the FY25 report electronically on the City's website (www.hagerstownmd.org).



An aerial photograph of a park featuring a large body of water in the foreground, a winding path, and a building with a classical facade and a green roof in the background, surrounded by dense green trees.

City of Hagerstown

**Presentation to those
Charged with Governance**

December 9, 2025



**Certified Public
Accountants &
Business Advisors**

Introductions



- Christopher Lehman, Engagement Partner
- William Seymour, Client Service Partner



Scope of Services

- Audit of the June 30, 2025 financial statements
- Performance of Uniform Guidance Single Audit
- Review of Uniform Financial Report
- Review of Data Collection Form
- Available for year-round consultation

Summary of the Results



-  Issued an unmodified opinion on the financial statements
-  No fraud discovered or made aware of
-  No material weaknesses identified
-  Received full cooperation from management
-  No audit journal entries proposed



Audit Approach

SBC AUDIT APPROACH

"Focus on Risk, Controls and Account Misstatement"



FORCAM Audit Approach

Focus on Risk, Controls, and Account Misstatement

Agree on Expectations and Deliverables

Planning - Understand the Business & Risk

Client Acceptance • Client Environment • Tone at the Top
Materiality • Initial Risk Assessment • Audit Plan • Client Expectations

Assess & Test Design & Operations of Controls

What Can Go Wrong? • Test Key Controls • Walkthrough
Map Accounts & Transactions • Identify Key Controls

Financial Close & Reporting Misstatement Analysis

Analyze Balances • Financial Close Process
Principles Applied • Management's Verification

Substantive Testing

Negative Account Analysis • Negative Financial Close
Firm & GAAS Required • Significant Estimates
Negative Operating Controls • Unusual Transactions

GAAS Compliance & Reporting

GAAS Checklist • Review Reports • Wrap Up
Draft Board/Management Presentation
Did We Meet Your Expectations?

Goals:

Detect Financial Statement Misstatement Risk
Detect Error

- Accounting Principle
- Estimate
- Information Processing
- Account Balances

Fraud
Business Failure
Business Improvement Opportunities
Client Expectations

Communicate Value Delivered and Measure Satisfaction





Assessment of Internal Controls

Assessment of Control Environment

- Control environment
- Risk Assessment Process
- Control Activities
- Information and Communication
- Monitoring

Assessment of Key Processes

- Treasury
- Estimation
- Financial Reporting
- Expenditures
- Payroll
- Revenue
- Fixed Assets
- Grant Compliance



Audit Results



Financial Statement Highlights

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets:						
Current assets	\$ 41,540,840	\$ 39,032,828	\$ 61,217,677	\$ 54,903,563	\$ 102,758,517	\$ 93,936,391
Long-term and restricted assets	9,894,496	17,826,623	10,151,008	10,185,148	20,045,504	28,011,771
Capital assets, net	129,828,226	108,238,109	213,613,890	208,905,126	343,442,116	317,143,235
Total Assets	181,263,562	165,097,560	284,982,575	273,993,837	466,246,137	439,091,397
Deferred outflows related to OPEB	2,266,793	959,075	865,896	394,523	3,132,689	1,353,598
Deferred outflows related to pensions	9,230,619	7,936,127	3,656,787	2,503,622	12,887,406	10,439,749
Total Deferred Outflows	11,497,412	8,895,202	4,522,683	2,898,145	16,020,095	11,793,347
Liabilities:						
Long-term liabilities	99,572,929	82,775,506	51,941,720	43,085,533	151,514,649	125,861,039
Other liabilities	13,156,558	24,164,266	12,395,190	23,082,505	25,551,748	47,246,771
Total Liabilities	112,729,487	106,939,772	64,336,910	66,168,038	177,066,397	173,107,810
Deferred inflows related to OPEB	584,004	1,949,896	223,085	802,105	807,089	2,752,001
Deferred inflows related to pensions	10,295,500	10,549,689	-	103,541	10,295,500	10,653,230
Total Deferred Inflows	10,879,504	12,499,585	223,085	905,646	11,102,589	13,405,231
Net Position:						
Investment in capital assets, net	102,193,979	95,649,931	177,025,994	170,283,873	279,219,973	265,933,804
Restricted	4,787,753	4,294,540	-	-	4,787,753	4,294,540
Unrestricted	(37,829,749)	(45,391,066)	47,919,269	39,534,425	10,089,520	(5,856,641)
Total Net Position	\$ 69,151,983	\$ 54,553,405	\$ 224,945,263	\$ 209,818,298	\$ 294,097,246	\$ 264,371,703

Financial Statement Highlights

continued



	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program Revenues:						
Charges for services	\$ 10,324,320	\$ 10,727,573	\$ 72,637,099	\$ 57,567,048	\$ 82,961,419	\$ 68,294,621
Operating grants and contributions	3,026,046	3,884,768	-	-	3,026,046	3,884,768
Capital grants and contributions	9,561,417	6,284,401	9,590,809	10,115,909	19,152,226	16,400,310
General Revenues:						
Property taxes	41,445,640	38,291,769	-	-	41,445,640	38,291,769
Income and other taxes	10,532,135	9,784,489	-	-	10,532,135	9,784,489
Miscellaneous	2,652,381	3,238,944	1,684,271	2,226,500	4,336,652	5,465,444
Total Revenues	77,541,939	72,211,944	83,912,179	69,909,457	161,454,118	142,121,401
Expenses:						
Program Expenses:						
General government	11,835,983	12,536,270	-	-	11,835,983	12,536,270
Public safety	34,332,197	31,846,584	-	-	34,332,197	31,846,584
Highways and streets	3,251,877	2,659,293	-	-	3,251,877	2,659,293
Waste collection and disposal	4,556,010	4,484,442	-	-	4,556,010	4,484,442
Culture and recreation	4,033,258	3,690,290	-	-	4,033,258	3,690,290
Economic and community development	3,930,340	4,085,790	-	-	3,930,340	4,085,790
Interest on long-term debt	1,062,776	384,693	-	-	1,062,776	384,693
Utilities and other proprietary funds	-	-	68,726,134	57,582,875	68,726,134	57,582,875
Total Expenses	63,002,441	59,687,362	68,726,134	57,582,875	131,728,575	117,270,237
Excess (deficiency) before transfers	14,539,498	12,524,582	15,186,045	12,326,582	29,725,543	24,851,164
Transfers	59,080	(720,712)	(59,080)	720,712	-	-
Change in net position	14,598,578	11,803,870	15,126,965	13,047,294	29,725,543	24,851,164
Net position - beginning	54,553,405	42,749,535	209,818,298	196,771,004	264,371,703	239,520,539
Net Position - Ending	\$ 69,151,983	\$ 54,553,405	\$ 224,945,263	\$ 209,818,298	\$ 294,097,246	\$ 264,371,703



Required Communications

REQUIRED COMMUNICATIONS



1. Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)

The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement.

2. Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used by management are described in the notes to the financial statements.

3. Auditor's Judgments About the Quality of Accounting Principles

We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

We have reviewed the significant accounting policies adopted by the City and have determined that these policies are acceptable accounting policies.



REQUIRED COMMUNICATIONS

(continued)

4. Audit Adjustments

We are required to inform the City's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity's financial reporting process. We also are required to inform the City's oversight body about unadjusted audit differences that were determined by management to be, individually and in the aggregate, immaterial.

There were no proposed or passed journal entries.

5. Fraud and Illegal Acts

We are required to report to the City's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

Our procedures identified no instances of fraud or illegal acts.

6. Material Weaknesses in Internal Control

We are required to communicate all significant deficiencies in the City's systems of internal controls, whether they are also material weaknesses.

We noted no material weaknesses during the audit process.



REQUIRED COMMUNICATIONS

(continued)

7. Other Information in Documents Containing Audited Financial Statements

None.

8. Disagreements with Management on Financial Accounting and Reporting Matters

None.

9. Serious Difficulties Encountered in Performing the Audit

None.

10. Major Issues Discussed with Management Prior to Acceptance

None.

11. Management Representations

We received certain written representations from management as part of the completion of the audit.

12. Consultation with Other Accountants

To our knowledge, there were no consultations with other accountants since our appointment as the City's independent public accountants.

13. Independence

As part of our client acceptance process, we go through a process to ensure we are independent of the City.

We are independent of the City.

REQUIRED COMMUNICATIONS

(continued)



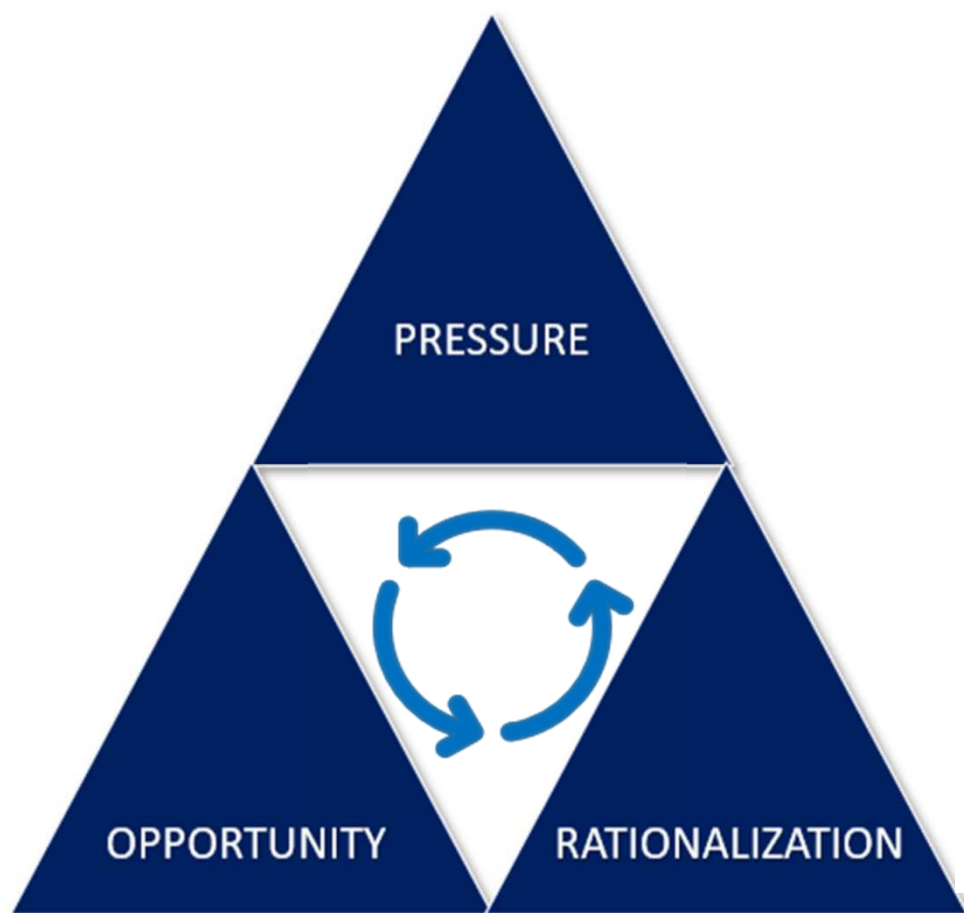
14. Our Responsibility Related to Fraud

- Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
- Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit;
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
- Perform mandatory procedures required by GAAS and our firm policies.

Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.

REQUIRED COMMUNICATIONS - FRAUD



PRESSURE

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals.
- There are increased pressures due to economy and minimal salary increases.

OPPORTUNITY

- Generally provided through weaknesses in internal controls.
- Tone at the top is important.
- We assess controls and tone at the top.

RATIONALIZATION

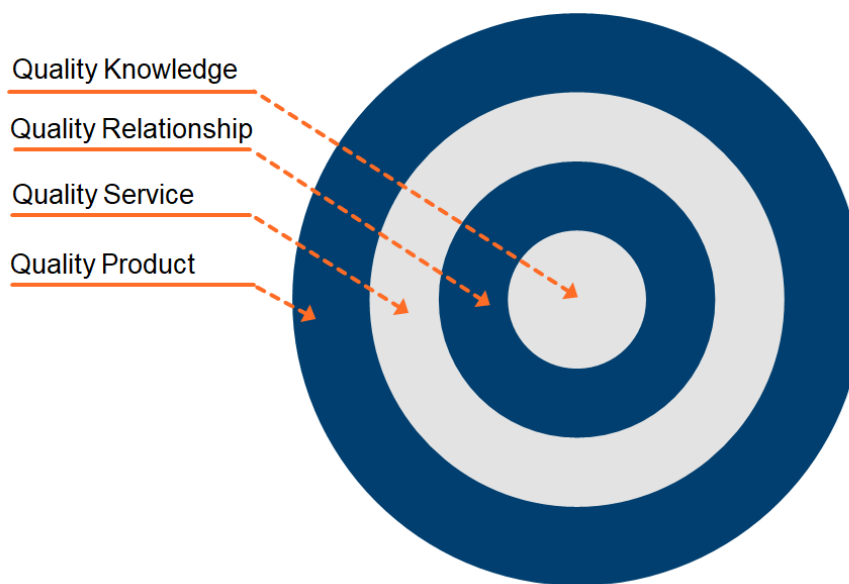
- Individuals develop a justification for their fraudulent activities.
- Increased rationalization due to minimal salary increases and less personnel.



SBC's Service Pledge to You

We will consistently deliver a **Quality Product** and **Quality Service** so that we have the opportunity to establish a **Quality Relationship** with you, allowing us to provide you with **Quality Knowledge** for your continual success. Only after we have provided you with the knowledge that enables your business to grow and prosper, have we ***hit the bullseye!***

Our commitment to you is the execution of our Bullseye Philosophy. We execute this philosophy for every client, on every engagement, every time.





Engagement Team

Key Contact Information



**Christopher Lehman, CPA,
MBA**

Engagement Partner

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Client Service Partner

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Knowledge,
Quality,
Client Service.

Maryland

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Suite 250
Owings Mills, MD 21117
410.584.0060

Washington, D.C.

1200 G Street, NW
Suite 800
Washington, DC 20005
202.434.8684

**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:

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

Topic:

Forfeiture of State of Maryland DHCD CDC Tax Sale Acquisition/Rehab Grant and Authorization to Reapply - *Amanda Gregg, Chief Housing & Community Development Officer and Margi Joe, Community Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WS_120925_Packet_Forfeiture_CDC_Tax_Sale_Funds.pdf

Description

Forfeiture of State of Maryland DHCD CDC Tax Sale Acquisition/Rehab Grant and Authorization to Reapply



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

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

TO: Scott Nicewarner, City Administrator

FROM: Amanda Gregg, Chief Housing & Community Development Officer
Margi Joe, Community Development Manager

DATE: December 5th, 2025

RE: Forfeiture of State of Maryland DHCD CDC Tax Sale Acquisition/Rehab Grant and Authorization to Reapply

Staff will attend the December 9th, 2025, Work Session of the Mayor and City Council to review a request for the Forfeiture of the State of Maryland DHCD CDC Tax Sale Acquisition/Rehab Grant and Authorization to reapply.

Background:

On March 11, 2021, the city was awarded a **\$150,000** Community Development Corporation (CDC) Tax Sale Acquisition/Rehabilitation Grant from the Maryland Department of Housing and Community Development (DHCD). The grant was originally set to expire on **June 30, 2023**.

Staff requested and received an extension to **June 30, 2025**, and subsequently requested an additional extension to **June 30, 2026**, which DHCD has verbally agreed to.

On **September 21, 2025**, staff presented an amendment to the project scope to the Mayor and City Council due to delays in securing eligible tax sale properties. However, DHCD has since advised that, because this is an older award with multiple extensions and no funds drawn to date, the project is receiving heightened scrutiny. DHCD further noted that the agency rarely extends awards beyond one additional year and cannot guarantee approval of the revised scope or timeline.

DHCD has suggested that the city consider voluntarily relinquishing the award and reapplying during the next application cycle to improve the likelihood of receiving funding that aligns with the current project timeline and needs.

Request:

Staff is requesting Council approval to:

1. **Forfeit the existing \$150,000 DHCD CDC Grant** back to the State of Maryland; and
2. **Reapply for funding** in the next available DHCD CDC application round.

Rationale:

- The current award has aged significantly and may not receive further approval from DHCD.
- Reapplying would provide an opportunity to submit an updated, realistic project scope and timeline.
- A new award would position the City more favorably for compliance and timely expenditure of funds.

Next Steps:

Pending Council approval, staff will formally notify DHCD of the City's intention to relinquish the award and will prepare a new application for the next funding cycle.

Attachments: CDC Tax Sale Acquisition/Rehab Grant Agreement

c: Michelle Hephurn, Chief Financial Officer

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT**

FY2021

TABLE OF CONTENTS

AWARDEE: City of Hagerstown
AWARD ID#: CL-2021-Hagerstown-00268
PROJECT NAME: CDC Acquisition/Rehab Fund

- ☐ **Community Legacy Program Grant Agreement**
- ☐ **Exhibit A - CL-2021-Hagerstown-00268
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - CL-2021-Hagerstown-00268
Project Budget**
- ☐ **Exhibit C - CL-2021-Hagerstown-00268
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT
Project/Capital Grant**

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and City of Hagerstown (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, thereby reducing outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees for the development of sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2021 application (the "**Application**") the Department has approved an award of funds to Grantee to carry out a Community Legacy project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Community Legacy Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designations.

- a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is an eligible Qualified Opportunity Zone (the "Area").
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **One Hundred and Fifty Thousand Dollars (\$150,000)** (the "Grant") to be used for the purposes of funding the Community Legacy Project (the "Project") described in Exhibit A - CL-2021-Hagerstown-00268 (the "Project Description").
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2021-Hagerstown-00268 (the "Project Budget"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.

- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland (the "State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2021-Hagerstown-00268 (the "Project Schedule").
 - b) Grantee shall complete the Project prior to the date set forth in the Project Schedule (the "**Completion Date**").
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.

- b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
- c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor or subrecipient and Grantee.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of the Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department the ("**Collateral**") or is used as a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.

- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
- i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
- ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default, completion of the Project, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a Community Development Organization or a Community Development Financial Institution

and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
 - c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
 - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
 - e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
 - f) Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee’s obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or

compensate the Department provided by the Grantee pursuant to this Agreement exists to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "Local Government Indemnification Statutes"), and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and
 - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "Property"):

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.

- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
 - h) If Grantee is a Local Government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Hagerstown
14 North Potomac Street, Suite 200 A
Hagerstown, MD 21740
Attention: Ms. Megan Flick

- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original

handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "**Effective Date**") and shall continue in full force and effect until the later of (i) the Department's receipt and approval of the Final Report; or (ii) the final satisfaction of any Loan proceeds or obligations regarding any Collateral.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "**PIA Act**"). Information that may be disclosed to any of the foregoing, including the public, may include, among

other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the application for financial assistance; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

- 30) **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL

RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION SHALL NOT APPLY TO LOCAL GOVERNMENTS.

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WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

CITY OF HAGERSTOWN

Donna D. Spiller

By: Emily Keller (SEAL)
Name: The Honorable Emily Keller
Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, a principal
department of the State of Maryland

Kenneth C. Holt

By: Kenneth C. Holt (SEAL)
Kenneth C. Holt, Secretary

9/13/21
Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Abdul
Assistant Attorney General

Exhibits

Exhibit A - Project Description, Scope of Work, and Special Conditions
Exhibit B - Project Budget
Exhibit C - Project Schedule

EXHIBIT A - CL-2021-Hagerstown-00268
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name:
CDC Acquisition/Rehab Fund

1. Project Description:

Support the CDC Acquisition/Rehab of Blighted Buildings fund to subsidize a land bank.

2. Project Address(es):

Various addresses within the City of Hagerstown's Sustainable Community boundary.

3. Scope of the Project:

Assist community development corporations in Hagerstown to function as land banks and acquire targeted properties and prep them for re-sale for home-ownership or quality rental units.

4. Project Financing (Evidence and Use of Funding Sources):

Community Legacy will contribute \$150,000 towards assisting local community development organizations to purchase and prep properties for resale. The City of Hagerstown will contribute \$150,000 through a developer match. Total Project cost: \$300,000.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. The disbursement of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are disbursed. Grantee will submit evidence of appropriate site control over the property or properties (e.g., Contract of Sale, Memorandum of Understanding, HUD-1 Settlement Statement, etc.) acceptable to the Program prior to disbursement of grant funds.

EXHIBIT B - CL-2021-Hagerstown-00268
PROJECT BUDGET

Project Name:
CDC Acquisition/Rehab Fund

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a): Stabilization/Demolition	\$150,000	\$0	\$0	Developer Match	\$150,000	\$300,000
Other (b): {Other B Description}	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$150,000	\$0	\$0		\$150,000	\$300,000

Total Award: \$150,000
Total Project Cost: \$300,000

PROJECT TIMELINE

CDC Acquisition/Rehab Fund

[illegible]

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

Topic:

Access Easement for Columbia Gas - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Council_Memo_Columbia_Gas_revised_easement_Dec_9__25.pdf

Memo: Columbia Gas
Easement

Columbia_Gas_Easement_12.9.25.pdf

Resolution: Columbia Gas
Easement



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

December 9, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Access easement for Columbia Gas

1. Background

In August 2025, the Council approved a resolution to grant an easement to Columbia Gas for access to their storage yard at their Sycamore Street facility. This easement agreement had been approved by the Columbia Gas operations staff; however, the Columbia Gas legal counsel had not reviewed the easement agreement prior to the Council's action. The Columbia Gas legal counsel has requested that some language be added to the agreement to clarify maintenance responsibilities within the easement. Staff and the City Attorney have reviewed the proposed changes, and have no objection to amending the easement agreement.

2. Mayor & Council Action Requested

Review this information, and determine whether or not to revise the access easement to accept the language changes requested by Columbia Gas. If Council is in agreement, staff will work with the City Attorney to prepare the necessary documents for consideration at the December 16th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion

The previously approved easement agreement granted Columbia Gas the right to access their storage yard through City-owned land, and the size and location of that easement will remain unchanged under the proposed revisions. The proposed revisions (attached) deal mainly with maintenance responsibilities in the easement area. The original agreement put those maintenance responsibilities solely on Columbia Gas; however, the Columbia Gas legal counsel has requested that the agreement be revised to make these make these maintenance responsibilities a joint City/Columbia Gas condition. As the City already uses part of this easement area to access the Public Works storage yard, staff does not have an objection to these proposed revisions as the City would normally maintain part of the easement anyway to prevent interruption of City services.

attachments: Originally approved easement agreement
Redlined agreement showing proposed revisions

cc: Eric Deike
Bill Killinger

CITY OF HAGERSTOWN, MARYLAND

**AN RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT BY AND
AMONG THE CITY OF HAGERSTOWN, MARYLAND
AND COLUMBIA GAS OF MARYLAND, INC. FOR USE OF LAND NEAR ALLEY 2-106**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland (hereinafter the "City"); and

WHEREAS, Columbia Gas of Maryland, Inc. a Delaware Corporation authorized to conduct business in the State of Maryland, operates a facility within the City of Hagerstown, and has need to access its property from South Potomac Street and Alley 2-106;

WHEREAS, the City has agreed, for no monetary consideration, but for other good and valuable consideration, the receipt of sufficiency of which is acknowledged to convey an access easement to Columbia, as depicted on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement.


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:

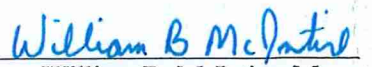
1. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement between the City and Columbia Gas of Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND


Donna K. Spickler, City Clerk

By: 
William B. McIntire, Mayor

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland ("Grantor") and **COLUMBIA GAS OF MARYLAND, INC.** a Delaware corporation qualified to conduct business in the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress across, over and under the following described sixteen (16) foot wide strip of land, containing 2319 square feet, more or less, situate in Election District No. 3 of Washington County, Maryland, near South Potomac Street, and more particularly described as follows:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North 83° 56' 29" West a distance of 144.48' to a point thence South 7° 15' 36" West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South 83° 56' 29" East to a point on the western right of way of alley 2-106, thence North 4° 10' 56" East to the point of beginning and containing 2319 square feet m/l.

The above-described easement is graphically depicted as "Proposed Access Easement" on a drawing dated August 8, 2025, and attached hereto as Exhibit A, consisting of one page, which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the easement area clear so as not to cause backups or damage to Alley 2-106, Alley 2-106 and/or to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any

obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate, repair, and/or replacement of the easement; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
6. The Grantor shall be entitled to use the easement for the purpose of access a parking area for its Public Works Department located south of the easement.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

COLUMBIA GAS OF MARYLAND, INC.

By: _____ (SEAL)

Printed name and Title _____

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler
Donna K. Spickler, City Clerk

By: William B. McIntire (SEAL)
William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 26th day of August, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Donna Kay Spickler
Notary Public

My Commission expires: December 8, 2026

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the _____ of **Columbia Gas of Maryland, Inc.**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said limited liability company, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

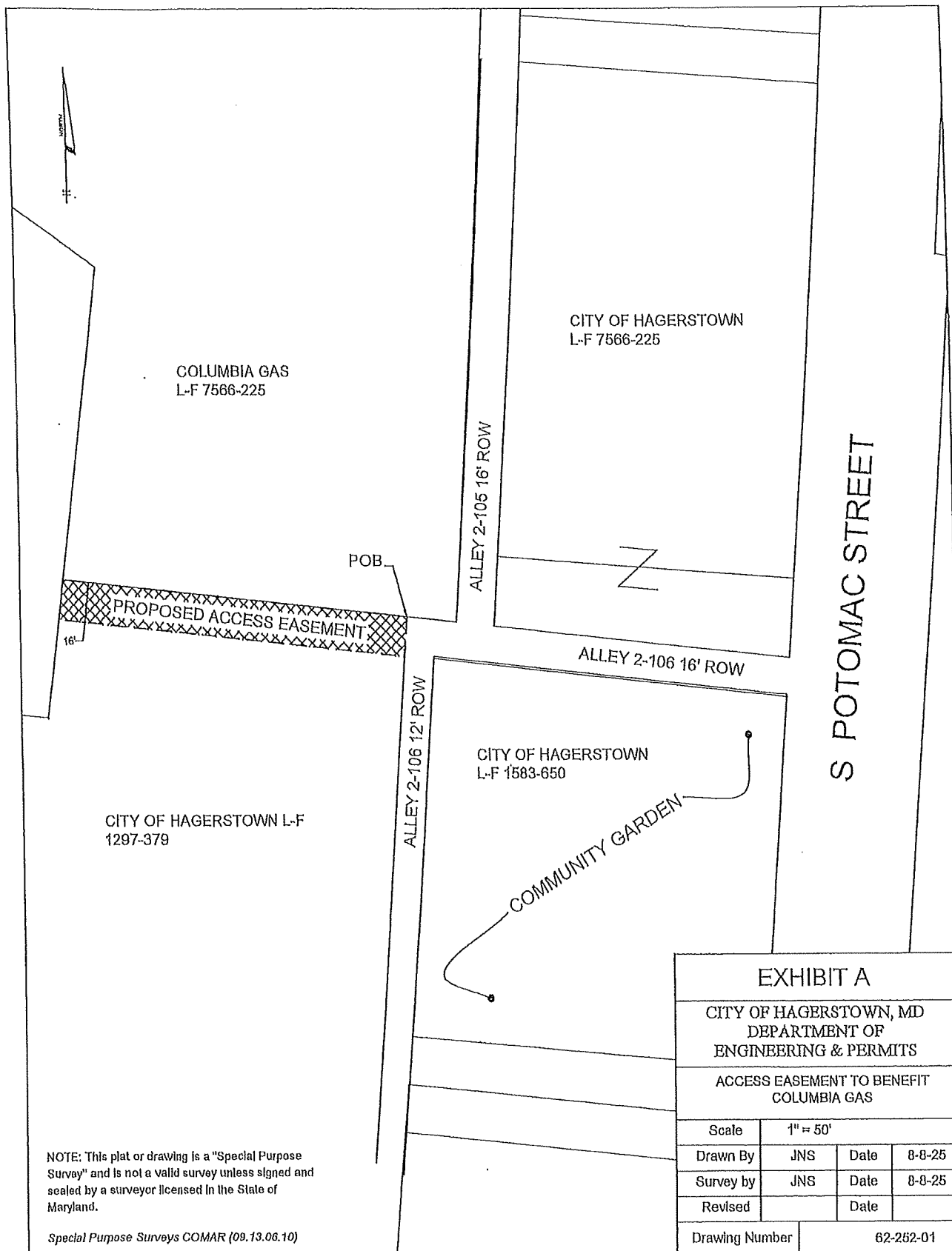
My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740



Property description for Columbia Gas easement:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North $83^{\circ} 56' 29''$ West a distance of 144.48' to a point thence South $7^{\circ} 15' 36''$ West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South $83^{\circ} 56' 29''$ East to a point on the western right of way of alley 2-106, thence North $4^{\circ} 10' 56''$ East to the point of beginning and containing 2319 square feet m/l.

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland ("Grantor") and **COLUMBIA GAS OF MARYLAND, INC.** a Delaware corporation qualified to conduct business in the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress across, over and under the following described sixteen (16) foot wide strip of land, containing 2319 square feet, more or less, situate in Election District No. 3 of Washington County, Maryland, near South Potomac Street, and more particularly described as follows:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North 83° 56' 29" West a distance of 144.48' to a point thence South 7° 15' 36" West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South 83° 56' 29" East to a point on the western right of way of alley 2-106, thence North 4° 10' 56" East to the point of beginning and containing 2319 square feet m/l.

The above-described easement is graphically depicted as "Proposed Access Easement" on a drawing dated August 8, 2025, and attached hereto as Exhibit A, consisting of one page, which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. ~~Grantee-Each of Grantor and Grantee~~ shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the easement area clear and useable for their respective use of the same. ~~Grantee's use of the easement area shall not unreasonably-so-as-not-to~~ cause backups or damage to Alley 2-1056, Alley 2-106 and/or to Grantor's property. ~~Grantor's use of the easement area shall not unreasonably cause backups or damage to the easement area or Grantee's adjacent property.~~ ~~Grantee-Each of Grantor and Grantee~~ shall repair, at its cost and effort, any changes made to the easement area ~~or Grantor's property~~ as a result of any maintenance and repairs ~~by said party.~~ The Grantor and Grantee agree to cooperate in good faith in the maintenance and repair of the easement area for each party's continued use of the same.

2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.
3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement. Grantor shall indemnify, hold harmless, and defend the Grantee from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantor's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate, repair, and/or replacement of the easement; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
6. The Grantor shall be entitled to use the easement for the purpose of accessing a parking area for its Public Works Department located south of the easement.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

COLUMBIA GAS OF MARYLAND, INC.

By: _____(SEAL)

Printed name and Title _____

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____(SEAL)

William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the _____ of **Columbia Gas of Maryland, Inc.**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said limited liability company, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street

Hagerstown, MD 21740

CITY OF HAGERSTOWN, MARYLAND

**AN RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT BY AND
AMONG THE CITY OF HAGERSTOWN, MARYLAND
AND COLUMBIA GAS OF MARYLAND, INC. FOR USE OF A PORTION AN IMPROVED
ALLEY NEAR ALLEY 2-106**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland (hereinafter the "City"); and

WHEREAS, Columbia Gas of Maryland, Inc. a Delaware Corporation authorized to conduct business in the State of Maryland ("Columbia"), operates a facility within the City of Hagerstown, and has need to access its property from South Potomac Street and Alley 2-106;

WHEREAS, the City has agreed, for no monetary consideration, but for other good and valuable consideration, the receipt of sufficiency of which is acknowledged to convey an access easement to Columbia, as depicted on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the City previously approved a Deed of Easement and Maintenance Agreement on August 26, 2025, but the terms of said Easement were not acceptable to Columbia and said Easement was never executed by Columbia; and

WHEREAS, the City has agreed, for no monetary consideration, but for other good and valuable consideration, the receipt of sufficiency of which is acknowledged to convey a REVISED access easement to Columbia, as depicted on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement.

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 Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement between the City and Columbia Gas of Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this Resolution.

2. The approval of the Deed of Easement with Columbia Gas of Maryland, Inc. on or about August 26, 2025 be and is hereby RESCINDED.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED 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: December 16, 2025
Date of Passage: December 16, 2025
Effective Date: December 16, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland ("Grantor") and **COLUMBIA GAS OF MARYLAND, INC.** a Delaware corporation qualified to conduct business in the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress across, over and under the following described sixteen (16) foot wide strip of land, containing 2319 square feet, more or less, situate in Election District No. 3 of Washington County, Maryland, near South Potomac Street, and more particularly described as follows:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North 83° 56' 29" West a distance of 144.48' to a point thence South 7° 15' 36" West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South 83° 56' 29" East to a point on the western right of way of alley 2-106, thence North 4° 10' 56" East to the point of beginning and containing 2319 square feet m/l.

The above-described easement is graphically depicted as "Proposed Access Easement" on a drawing dated August 8, 2025, and attached hereto as Exhibit A, consisting of one page, which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Each of Grantor and Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the easement area clear and useable for their respective use of the same. Grantee's use of the easement area shall not unreasonably cause backups or damage to Alley 2-105, Alley 2-106 and/or to Grantor's property. Grantor's use of the easement area shall not unreasonably cause backups or damage to the easement area or Grantee's adjacent property. Each of Grantor and Grantee shall repair, at its cost and effort, any changes made to the easement area as a result of any maintenance and repairs by said party. The Grantor and Grantee agree to cooperate in good faith in the maintenance and repair of the easement area for each party's continued use of the same.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement,

neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement. Grantor shall indemnify, hold harmless, and defend the Grantee from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantor's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
5. This Deed of Easement is conveyed together with the right to excavate, repair, and/or replacement of the easement; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
6. The Grantor shall be entitled to use the easement for the purpose of accessing a parking area for its Public Works Department located south of the easement.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

COLUMBIA GAS OF MARYLAND, INC.

By: _____(SEAL)

Printed name and Title _____

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____(SEAL)

William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the _____ of **Columbia Gas of Maryland, Inc.**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said limited liability company, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

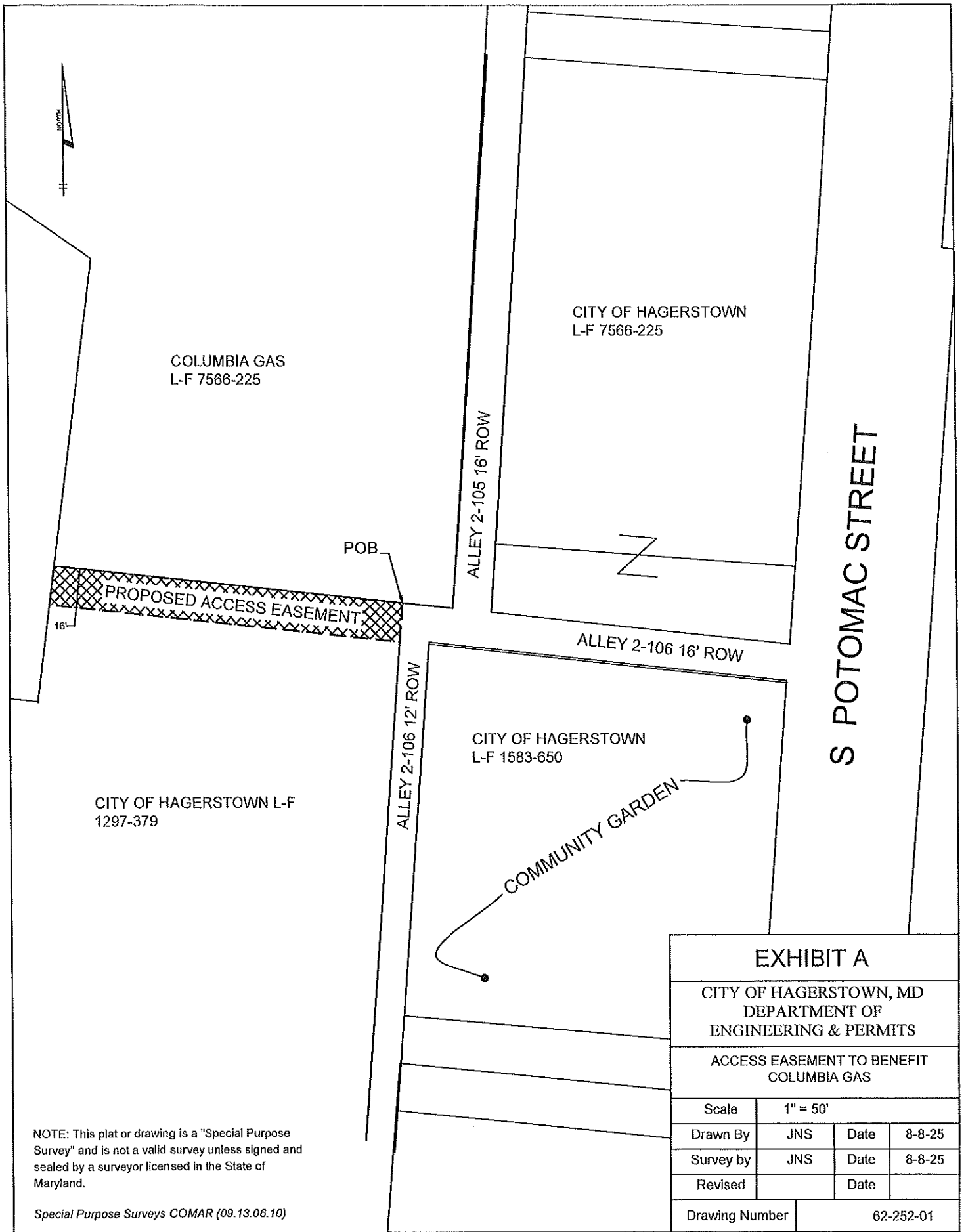
My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740



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

Topic:

Lodging Out of Doors Ordinance Update – *Chief Paul ‘Joey’ Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

LODO_Update_12.9.25.pdf

Description

LODO Monthly Update



CITY OF HAGERSTOWN
Maryland 21740

Non-Emergency 301-790-3700

Emergency 301-739-6000

Fax 301-733-5513

Since the implementation of the Prohibited Lodging Out of Doors ordinance, the Hagerstown Police Department has documented 44 total contacts, with the final encounters occurring in late October. Following these late-October contacts, HPD observed a complete decline in outdoor-lodging encounters. This drop appears to coincide with the opening of the Cold Weather Shelter and what seemed to be an early shift toward colder, less comfortable overnight conditions. While we cannot conclusively state that temperatures were below average, officers and service providers noted that the weather felt colder earlier in the season, which may have encouraged more individuals to seek indoor shelter. The availability of the Cold Weather Shelter provided a practical and accessible option, contributing to a natural reduction in the number of people sleeping outdoors. Together, these conditions appear to have played a role in the decline in police contacts since the end of October.

Of the 44 documented contacts, 52.3% were proactive officer engagements and 47.7% were reactive responses to calls for service. Individuals ranged in age from 22 to 70, with most falling between 35 and 45 years old. The majority of encounters involved single individuals (81.8%), while 13.6% involved groups of friends and 4.5% involved couples. 59% of contacts occurred on public property, while 40.9% took place on private property.

Among the 36 individuals who responded to service-related questions, 81% reported they were either offered services during the interaction or had been offered services previously. Additionally, 75% of all individuals contacted were not using any form of public services at the time.

Unemployment remains a significant contributing factor. Of the individuals contacted, 95.5% reported being unemployed. Of the 42 individuals who provided additional detail, 73.8% reported having no place to go, 14.3% stated they were outside by choice, and 11.9% said they had a place to stay but were unable to return due to conflict.

Residency information shows that while most individuals were local, many came from surrounding jurisdictions. Of the 41 who disclosed their origin, 61% were from Hagerstown, while 39% reported coming from other areas including Baltimore, Frederick, Martinsburg, New York, Pennsylvania, Rockville, and Washington, D.C.



CITY OF HAGERSTOWN
Maryland 21740

DEPARTMENT OF POLICE
50 N Burhans Blvd

Non-Emergency 301-790-3700

Emergency 301-739-6000

Fax 301-733-5513

Outcomes of these encounters indicate that 51.2% of individuals were moved along and informed of the ordinance, while 37.2% were moved along after demonstrating awareness of the ordinance. The remaining cases involved arrests, generally tied to outstanding warrants or unrelated charges, rather than violations of the ordinance itself.

Throughout these engagements, officers documented various contributing factors including suspected CDS use, mental health concerns, individuals declining assistance, and personal circumstances such as seeking shelter, family conflict, drug treatment, or leaving shelters in other jurisdictions.

These findings illustrate the characteristics and needs of the individuals impacted by the ordinance, while also highlighting how seasonal conditions and shelter availability likely influenced the significant decline in contacts at the end of October.

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

Topic:

2026 Hub City100 Miler - *Amy Riley, Recreation Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_100_Miler_MayorandCouncil_2026.doc

2026HubCity100MilerFlyer.jpg

Description

2026 Hub City100 Miler

2026 Hub City 100 Miler
Flyer



CITY OF HAGERSTOWN, MARYLAND

Public Works Department
Parks & Recreation Division
www.hagerstownmd.org/parksandrec



November 11, 2025

TO: Scott Nicewarner, City Administrator
FROM: Amy Riley, Recreation Supervisor
SUBJECT: 2026 Hub City 100 Miler

Recreation staff encourages everyone to start the new year by taking part in the annual Hub City 100 Miler program that begins January 9, 2026.

Registration is open now for the 100-day challenge that motivates participants to get active by setting a goal of one mile a day for 100 days. Daily mile(s) can be achieved by walking, running or biking, or, by simply moving each day for 20 minutes with activities like shoveling a neighbor's driveway, taking a yoga class or going ice skating.

The program encourages registrants to make simple, easy changes to benefit overall health and wellness. The program is flexible, adaptable, and is for any fitness level. Win weekly prizes like fitness passes and accessories, gift cards, and adventure passes. On April 18, 2026, winners will be chosen at random to win grand prizes like fitness bikes, gift cards, and more to be announced!

Registered "100 Milers" receive weekly e-newsletters offering motivation, opportunities to get connected, and stay active.

On Friday, January 9, 100 Milers are invited to the kick-off event to achieve their first official mile as a team at the Hagerstown Field House from 4pm – 6pm.

Nearly 1,000 people register each year. Our goal in 2026 is to continue to increase that number and get more folks moving in the New Year. Let's get fit, get healthy, and get moving in 2026!

Attachments: Hub City 100 Miler Event Flyer

Cc: Eric Deike

Hub City 100 Miler

ONE MILE A DAY FOR 100 DAYS



GET FIT. GET HEALTHY. GET MOVING IN 2026

THE GOAL: MOVE YOUR BODY 1 MILE A DAY FOR 100 DAYS!

Walk, jog, pedal, shovel...it all counts. Throughout the 100 days, weekly emails offer motivational tips, recipes and ideas to reach your daily miles. Connect with others, move more and have FUN!

BEGINS FRIDAY, JANUARY 9, 2026

CHALLENGE RUNS JANUARY 9 - APRIL 18, 2026

Registration Opens 11-28-2025

\$10
INDIVIDUAL
(#9077)

\$20
W/T-SHIRT
(#9079)

\$25
W/LONG SLEEVE
SHIRT (#9078)

\$25
W/MY DOG (T-SHIRT &
DOGGIE GIFT) (#9080)

WIN **NEW**
WEEKLY & GRAND
PRIZES!

DO YOU HAVE A COMPANY
WELLNESS PROGRAM?
SPONSOR YOUR EMPLOYEES
FOR THE 100 MILER!

HAGERSTOWN
FIT FORT YOU


Hagerstown
PARKS &
RECREATION

www.hagerstownmd.org/hubcity100