

Mayor and Council Executive Session, Special Session (40th Voting Session) and Work Session June 9, 2026 Agenda

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

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

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

"Spring being a tough act to follow, God created June." - Al Bernstein

EXECUTIVE SESSION

2:30 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

2:30 PM 2. EXECUTIVE SESSION

4:00 PM SPECIAL SESSION

4:00 PM 1. Approval of Resolution: FY2027 Community Development Block Grant (CDBG) FY2027 Annual Action Plan

4:00 PM WORK SESSION

4:10 PM 1. Pride Month Proclamation

4:15 PM 2. Request to Use Fairgrounds Park for Football Tournament – *Matthew Rempe, Hagerstown Hitters*

4:25 PM 3. Preliminary Agenda Review

4:35 PM 4. Renewal of Miss Maryland Contract 2027-2031 - *Brittany Arizmendi, Director of Community Engagement*

4:45 PM 5. Landlord Tenant Ordinance Discussion – *Mayor and City Council*

5:15 PM 6. Proposed Parking Permit System: Historic Heights Neighborhood – *Jim Bender, City Engineer*

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

June_9_2026_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
JUNE 9, 2026
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

2:30 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)
 - * Contract Agreement
 - * Business Proposal

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

****Please note all times are approximate and subject to change. Portions of this meeting are televised and recorded.****
City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.766.4183 • TDD 301.797.6617

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY : Mayor & City Council

DATE : June 9, 2026

PLACE : Council Chamber, 2nd floor, City Hall

TIME : 2:30 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

****Please note all times are approximate and subject to change. Portions of this meeting are televised and recorded.****

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

301.766.4183 • TDD 301.797.6617

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

Topic:

Approval of Resolution: FY2027 Community Development Block Grant (CDBG) FY2027 Annual Action Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

SS_060926_Packet_FY27_Annual_Action_Plan.docx.pdf

Description

FY27 CDBG AAP Motion & Resolution

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: June 9, 2026

TOPIC: **RESOLUTION: Approval of HUD Program Year 2026 (City FY2027)
CDBG and HOME Annual Action Plan**

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

MOTION: I hereby move for adoption of a Resolution approving the City FY2027 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships program, authorizing the Mayor to file an application for financial assistance with the U.S. Department of Housing & Urban Development in the amount of \$774,243.00 and \$350,424.94 respectively, and further authorizing the Mayor to execute all other documents relating to the City’s CDBG and HOME programs for HUD Program Year 2026 (City FY2027). This motion also authorizes staff to amend the approved program budget as necessary to reflect final funding allocations.

DATE OF INTRODUCTION: 06/09/2026
DATE OF PASSAGE: 06/09/2026
EFFECTIVE DATE: 06/09/2026

**RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF HAGERSTOWN**

**APPROVAL OF THE FY 2026/2027
CDBG AND HOME ANNUAL ACTION PLAN**

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities for activities which will benefit low- and moderate-income persons, or aid in the elimination or prevention of slums or urban blight or other urgent community development needs; and,

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City that for FY2026/2027 it is eligible to receive an entitlement amount of \$774,243.00 for the CDBG Program and \$350,424.94 for the HOME program; and,

WHEREAS, in addition to the entitlement amount, the City anticipates that it will receive \$44,000.00 in program income; and

WHEREAS, the City is required every year to prepare an *Annual Action Plan* for the Community Development Block Grant and HOME Investment Partnerships program; and,

WHEREAS, the Department of Housing and Community Development of the City of Hagerstown has prepared an *Annual Action Plan* for FY 2026/2027 which assesses the City's community development needs, the City's economic development needs, and the housing needs of extremely low and low-income households, homeless families and individuals, and others with special needs; and,

WHEREAS, a draft of the City's FY2026/2027 *Annual Action Plan* has been on display since April 27, 2026 and the City has held Public Hearings on said Plans and the comments of various agencies, groups and citizens have been taken into consideration in the preparation of the final document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAGERSTOWN:

- 1. That the FY2026/2027 *Annual Action Plan* with the inclusion and consideration of all citizens' comments is hereby in all respects approved;**
- 2. That it is cognizant of the conditions that are imposed in the undertaking of community development activities with Federal financial assistance, including the requirements relating to: (a) the relocation of site occupants; and, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, sexual orientation or national origin and other assurances as set forth under the application's certifications;**
- 3. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to file an application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available grants to carry out the CDBG Program in the amount of \$774,243.00 and the HOME Program in the amount of \$350,424.94;**

4. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to provide such assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, and also any supplemental or revised data which the U. S. Department of Housing and Urban Development may request in connection with the review of the City's application; and,
5. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to execute the formal grant contract and other documents relating to the City's Community Development Block Grant Program and HOME Investment Partnerships Program City FY2026/2027.

CITY OF HAGERSTOWN, MARYLAND

_____(SEAL)
William B. McIntire
Mayor

ATTEST:

City Clerk

Approved this _____ Day of June, 2026



FY 2027 CDBG AND HOME ANNUAL ACTION PLAN ACTIVITIES

The City of Hagerstown FY 2027 Annual Action Plan allocates CDBG and HOME funding as follows:

Activity Number	Activity Name	Activity Description	FY 2027 Funds Toward Activity
CD-27-01	City Accessibility Ramp Construction	Funding will be utilized to undertake the installation of ADA accessible curb ramps at various intersections throughout the City.	\$ 100,000
CD-27-02	Alleyway Rehabilitation	Funding will be utilized to repair and rehabilitate deteriorating frequently-used alleyways within the City.	\$ 75,000
CD-27-03	Microenterprise Assistance Program	Funding will be utilized to provide grants of up to \$5000 each for low- to moderate-income business owners	\$ 15,000

CD-27-04	Public Service: Girls' Inc. Kids Cafe	Funding will be utilized to support a program that provides healthy after-school snacks/meals to low-to-moderate income youth.	\$ 12,500
CD-27-05	Public Service: REACH Bridge to Change Program	Funding will be utilized to support a program that provides workforce training and case management to homeless individuals.	\$ 19,500
CD-27-06	Public Service: United Way of Washington County	Funding will be utilized to support a program providing no-cost transportation for income-qualified City residents to attend work, healthcare, education, etc.	\$ 10,000
CD-27-07	Public Service: Micah's Backpack (HARC)	Funding will be utilized to support a program that addresses food insecurity among low-to-moderate income area schoolchildren.	\$ 14,000
CD-27-08	Public Service: Eliza's House	Funding will be utilized to support a mobile food pantry to serve those who lack resources to utilize traditional food pantries/food banks.	\$10,000
CD-27-09	Public Service: Community Free Clinic	Funding will be utilized to support a program providing no-cost healthcare to the medically uninsured for physical and mental health services.	\$ 20,000

CD-27-10	Public Service: America's Hauling for Hope	Funding will be utilized to address food insecurity among senior citizens in the City through a monthly food delivery and financial literacy program.	\$ 12,000
CD-27-11	Public Service: Good News Hagerstown	Funding will be utilized to support a program that beautifies high-need downtown blocks and engages youth and families via regularly scheduled green and garden events.	\$ 8,000
CD-27-12	Public Service: TruNorth Company	Funding will be utilized to support a program providing no-cost transportation to resources/services for unhoused persons, ex-offenders, and persons in recovery in the City of Hagerstown.	\$ 10,000
CD-27-13	Public Service: Senior Living Alternatives	Funding will be utilized to provide hot, nutritious meals to residents of Holly Place, a senior assisted-living facility.	\$ 10,000
CD-27-14	Capital Project Grant: Doleman Black Heritage Museum	Funding will be utilized to support a project to demolish a blighted, structurally unsafe building located at 465 Pennsylvania Avenue.	\$ 25,000

CD-27-15	Habitat for Humanity Rehabilitation of a Reclaimed Home	Funding will be utilized toward rehabilitation costs of a reclaimed home, to be provided to a low- to moderate-income family.	\$ 20,000
CD-27-16	HNDP Down Payment and Settlement Assistance Program	Funding will be utilized to provide down payment and closing cost assistance to low- to moderate-income first-time homebuyers.	\$ 20,000
CD-27-17	Code Administration	Funding will be utilized to support the administrative costs associated with a code inspector. This activity focuses on nuisance conditions and vacant structures in the core of the city with all areas of inspection being located in low-to-moderate income census tracts.	\$ 35,000
CD-27-18	Residential Single Family Emergency Repair Grant Program	Funding will be utilized to support a program that provides emergency repair grants of up to \$15,000 to low-to-moderate income homeowners for various residential rehabilitative actions.	\$51,625

CD-27-19	Clearance and Demolition of Buildings	Funding will be utilized to demolish and remove a vacant/dilapidated building within the City of Hagerstown. This activity is a placeholder as a specific site has yet to be determined.	\$15,000
CD-27-20	Single Family Homeownership Program	Funding will be utilized to support a program to purchase, rehabilitate, and resell single-family homes to low- to moderate-income homebuyers.	\$50,000
CD-27-21	Single Family Rehabilitation Administration	Funding will be utilized to support administrative expenses incurred for employee costs associated with single family rehabilitation (rehab projects utilizing CDBG or Maryland DHCD funding).	\$117,286
CD-27-22	General Program Administration	Funding will be utilized to support employee and operating costs associated with the general administration of the CDBG program.	\$168,332

HO-27-01	CHDO Set-Aside	Fifteen percent of HOME funding is required to be set aside as grant or loan funding for non-profit Community Housing Development Organizations who then allocate funds to HOME-eligible programs under their administration.	\$52,563.74
HO-27-02	Homeowner Acquisition, Rehabilitation & Resale	Funding will be utilized for a program that acquires residential properties, rehabilitates them fully to meet local code standards, and then places them for sale to income-qualified homebuyers.	\$62818.71
HO-27-03	Homebuyer Down Payment Assistance	Funding will be utilized to support a program providing down payment/closing cost assistance to low- to moderate-income homebuyers. Award amounts will be based on the homebuyer's individual situation.	\$100,000
HO-27-04	Residential Single-Family Rehabilitation	Funding will be utilized to assist low- to moderate-income homeowners in addressing property code violations to bring them into compliance.	\$100,000
HO-27-05	HOME Program Administration	Funding will be utilized to support employee and operating costs associated with the general administration of the HOME program.	\$35,042.49

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

Topic:

Pride Month Proclamation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Request to Use Fairgrounds Park for Football Tournament – *Matthew Rempe, Hagerstown Hitters*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

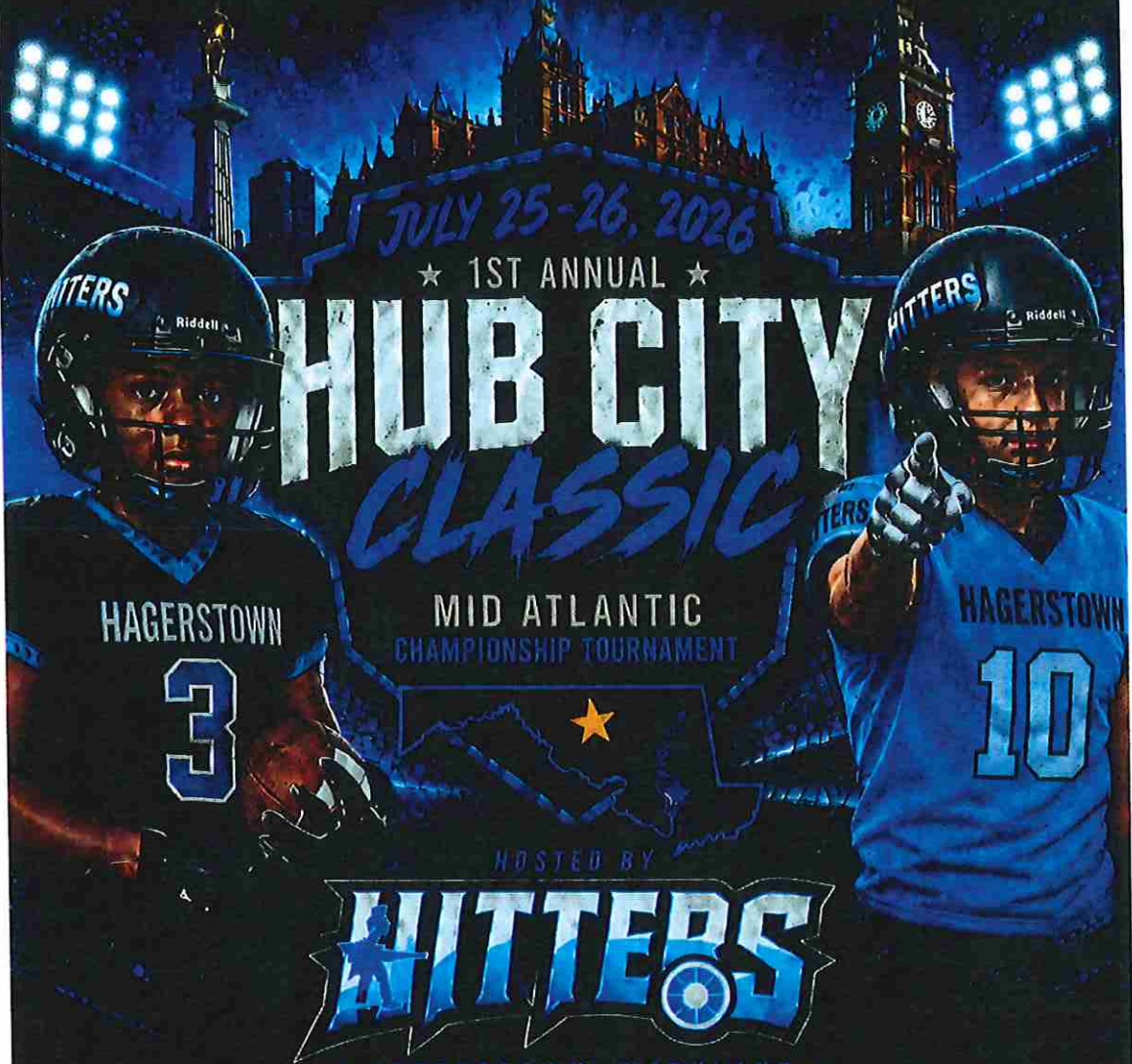
File Name

Hub_City_Classic_Football.pdf

Description

Hub City Classic Hosted by Hitters

WHERE ELITE TEAMS COMPETE. CHAMPIONS ARE MADE.



JULY 25-26, 2026

★ 1ST ANNUAL ★

HUB CITY CLASSIC

MID ATLANTIC CHAMPIONSHIP TOURNAMENT



HOSTED BY



★ HAGERSTOWN, MARYLAND ★

 **VENDORS & FOOD TRUCKS ON SITE!**

 **ELITE COMPETITION**
Top teams from across the region and nation.

 **EXPOSURE & OPPORTUNITY**
Scouted by media, recruiters and national platforms.

6U | 7U | 8U | 9U | 10U | 11U | 12U | 13U | 14U

★ CHAMPIONS WIN ★



CHAMPIONSHIP BELT



TROPHIES



RINGS

THE BATTLE FOR THE BELT

HAGERSTOWN




MARYLAND

 **DATE**
JULY 25-26, 2026

 **LOCATION**
FAIRGROUNDS PARK
351 N. Cleveland Avenue
Hagerstown, MD 21740

 **TEAM REGISTRATION**
\$250 PER TEAM

 **2 GAMES GUARANTEED FOR ALL TEAMS**

FOLLOW US @HAGERSTOWNHITTERS    / REGISTER YOUR TEAM TODAY!

Proposal for Use of Fairgrounds Soccer Fields

1st Annual Hub City Classic – Mid Atlantic Championship Tournament

July 18–19, 2026

Introduction

City of Hagerstown: Parks & Recreation,

On behalf of the Hub City Classic Tournament Committee and the Hagerstown Hitters organization, we respectfully submit this proposal requesting approval for use of all three soccer fields at the fairgrounds for the 1st Annual Hub City Classic – Mid Atlantic Championship Tournament, scheduled for July 18–19, 2026.

This event is designed to become one of the premier youth football tournaments in the Mid-Atlantic region, bringing together elite youth football organizations from across multiple states for a highly competitive, nationally recognized championship experience. The tournament will feature youth athletes ages 6U–14U, with approximately 30 teams participating throughout the weekend.

The Hub City Classic is more than just a football tournament — it is a community-centered event focused on youth development, family entertainment, tourism, and positive economic impact for the City of Hagerstown and surrounding areas.

Event Overview

Tournament Details

Event Name: Hub City Classic – Mid Atlantic Championship Tournament

Dates: July 18–19, 2026

Expected Teams: Approximately 30 Teams

Age Divisions: 6U through 14U

Estimated Attendance: Hundreds of athletes, coaches, families, and spectators throughout the weekend

Venue Request: Use of all three soccer fields at the fairgrounds

This tournament is planned as a National Bidding Tournament, giving local athletes the opportunity to compete on a larger stage against top-tier organizations from outside the region.

Safety, Security & Event Operations

The safety and organization of this event are top priorities.

Security Measures

- Police/security personnel stationed at all entrances/exits

- Event staff assisting with crowd management and field supervision
- Clearly designated entry and exit areas

Parking & Traffic Control

- Dedicated parking crew directing traffic efficiently
- Assistance with guest parking and pedestrian flow
- Reduced congestion during peak arrival/departure times

Officials & Game Management

All referees and officials will be professionally hired through local high school systems to ensure qualified officiating and professional standards.

Cleanliness & Facility Care

Dedicated cleaning crews will maintain cleanliness throughout the event and ensure all fields and surrounding areas are spotless after completion.

Food Trucks & Vendors

Food trucks, local vendors, concessions, and family-friendly activities will be available on site to create a complete event atmosphere while supporting local businesses.

Economic Impact for the Community

The Hub City Classic is expected to create positive economic impact for Hagerstown and Washington County through increased business for hotels, restaurants, gas stations, retail stores, entertainment venues, and local vendors.

Positive Impact on Local Youth

This tournament will showcase local talent on a regional and national level while promoting discipline, teamwork, sportsmanship, and positive youth engagement throughout the community.

Vision for the Future

We believe the Hub City Classic can become a signature annual event for Hagerstown and the fairgrounds, helping increase tourism, community pride, and future sporting opportunities.

Closing

We respectfully request approval for use of the three soccer fields at the fairgrounds for the Hub City Classic Tournament on July 18–19, 2026.

We are committed to operating this event professionally, safely, and respectfully while creating a memorable experience for athletes, families, and the City of Hagerstown.

Thank you for your time and consideration.

Sincerely,

Matt Rempe

Hub City Classic Tournament Committee
Hagerstown Hitters Youth Football
Hagerstown, Maryland

**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:

Renewal of Miss Maryland Contract 2027-2031 - *Brittany Arizmendi, Director of Community Engagement*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_Miss_Maryland_Contract_Renewal.pdf

Description

Memo - Miss Maryland Contract



CITY OF HAGERSTOWN, MARYLAND

Office of Community Engagement
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Community Engagement Officer

DATE: June 5, 2026

SUBJECT: Renewal of Miss Maryland Contract 2027 - 2031

Since 2021, the City of Hagerstown has partnered with Washington County Government, the Miss Maryland Scholarship Organization, and The Maryland Theatre to host the annual Miss Maryland Competition in downtown Hagerstown. The event has proven to be a valuable asset to the community, bringing contestants, families, visitors, and supporters from across the State of Maryland to Hagerstown each year.

The competition generates positive economic impact through overnight hotel stays, restaurant patronage, retail spending, and increased visibility for Hagerstown as a destination for arts, culture, and tourism. Additionally, the event showcases The Maryland Theatre as a premier performing arts venue and provides significant exposure for the City and Washington County through statewide media coverage and promotional efforts.

Proposed Contract

- The City has been presented with a new five-year agreement that would continue hosting the Miss Maryland Organization at The Maryland Theatre from **2027 through 2031**.
- Under the proposed agreement, funding responsibilities would continue to be shared among **Washington County Government**, the **City of Hagerstown**, and the **Miss Maryland Scholarship Organization**.
- As part of the renewal, the City's annual contribution would increase from **\$8,000 per year** under the current agreement (2021–2026) to **\$10,000 per year** for the 2027–2031 term. This increase reflects rising event production and operational costs while ensuring Hagerstown remains the host community for this statewide event.

Recommendation

- Staff recommends approval of the agreement renewal to secure Hagerstown as the host city for Miss Maryland through 2031. The event continues to provide economic, cultural, and tourism

benefits while reinforcing Hagerstown's role as a regional destination for arts and entertainment.

Next Steps

- Should Mayor and Council wish to proceed, the next step will be the adoption of a resolution authorizing the Mayor to execute the agreement on behalf of the City of Hagerstown.



21 S. Potomac Street
Hagerstown, MD 21740
301-790-3500 or 301-790-2000
Fax 301-791-6114

OFFICIAL USE ONLY

www.mdtheatre.org
bdk@mdtheatre.org

RENTAL CONTRACT

Whenever used in this CONTRACT, the term “THEATRE” shall refer to the Maryland THEATRE Association, Inc., a non-profit Maryland Corporation operating the Maryland THEATRE in Hagerstown, MD, and the term “REPRESENTATIVE” shall refer to The Executive Director of the Maryland Theatre.

RENTER: The Carroll County Community Foundation, Inc. (“TENANT”)

CONTACT NAME: Tammy Roberts, Executive Director

ADDRESS:

CITY, STATE, ZIP:

EMAIL: executivedirector@missmaryland.org

PHONE: 240-447-0079

LEASE

This LEASE (the “LEASE”) is made this _____ day of _____, 2026, by and between The Maryland Theatre Association, Inc., a non-profit Maryland corporation, 21 S. Potomac Street, Hagerstown MD (“LANDLORD”), the Carroll County Foundation, Inc., a nonprofit Maryland corporation, (“TENANT”), the City of Hagerstown, a Maryland municipal corporation, (“CITY”), and the Board of County Commissioners of Washington County, Maryland (“COUNTY”), (CITY, and COUNTY shall also be referred to as “GUARANTOR” or collectively “GUARANTORS”).

RECITALS

The LANDLORD is the owner of certain real property and improvements situated at 21 S. Potomac Street Hagerstown, Maryland consisting of a certain historic structure known as The Maryland Theatre (the "PREMISES"). The TENANT has previously used the PREMISES for the purpose of conducting the Miss Maryland Scholarship Opportunity: Miss Maryland and Miss Maryland's Teen (collectively, the "EVENTS"). The LANDLORD and the TENANT are desirous of entering into this LEASE so that the Events may continue as set forth in this LEASE, subject to the terms, conditions, and limitations of this LEASE. The GUARANTORS recognize that it is in its best interest to endorse, support, and advance the performance of this LEASE given the significant community benefit derived from having the sites of the Events in Hagerstown and Washington County and the LANDLORD is willing to enter into this LEASE provided that the GUARANTORS join in the execution of its LEASE to unconditionally guarantee the payment of the TENANT's rental obligations hereunder, as set forth below.

1. Term of the LEASE. The use of the PREMISES is hereby granted to the TENANT for the following dates (each Seven (7) days in the "TERM") and for no other purpose of conducting the EVENTS as follows:

1. Beginning Sunday, June 20, 2027 and continuing for seven (7) consecutive days ending on the following Saturday.
2. Beginning Sunday, June 18, 2028 and continuing for seven (7) consecutive days ending on the following Saturday.
3. Beginning Sunday, June 17, 2029 and continuing for seven (7) consecutive days ending on the following Saturday.
4. Beginning Sunday, June 23, 2030 and continuing for seven (7) consecutive days ending on the following Saturday.
5. Beginning Sunday, June 22, 2031 and continuing for seven (7) consecutive days ending on the following Saturday.

2. USE DATES: The PREMISES shall be available to the TENANT on the above referenced dates beginning at 8:00 AM and ending at 11:59 PM daily. The technical staff shall not be permitted to work past these hours referenced above. Failure to comply with these hours shall result in a \$500.00 deduction from settlement in order to cover additional labor hours. Preliminary events shall start on the first day of the TERM promptly at 7:00PM, the Teen Crowning and Final Crowning will start promptly at 7:30PM.

3. RETURN OF LEASE: Dates and details requested by TENANT are not considered firm until this LEASE is fully executed and signed by all parties. LEASE must be received and signed by June 15, 2026.

4. LIABILITY INSURANCE: TENANT agrees to provide to the LANDLORD, no later than Sixty (60) days before the event, a certificate of insurance evidencing the following insurance coverages are in place:

General Liability Insurance	\$2,000,000 Annual Aggregate \$1,000,000 Per Occurrence
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Must include Liquor Liability if TENANT is responsible for dispensing or selling alcohol

Automobile Liability (including hired & non-owned vehicles)	\$1,000,000 Per Occurrence
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Worker's Compensation (if TENANT has employees)	
a. State or District of Project Location	Statutory Limits
b. Employer's Liability Including Broad Form and Voluntary Compensation	\$500,000 Each Incident \$500,000 Disease, per Employee \$500,000 Disease Policy Limit
Umbrella Excess Liability	\$1,000,000 Aggregate \$1,000,000 Per Occurrence

The LANDLORD shall be listed as an Additional Insured on a primary basis to the TENANT's General Liability (per ISO CG20101185 or equivalent), Auto Liability, and Umbrella policies. TENANT's insurance must be primary and non-contributory.

5. CANCELLATION BY TENANT/DEFAULT: Should the TENANT cancel either of the EVENTS covered by this LEASE or default in the performance of any of the terms and conditions of the LEASE, the REPRESENTATIVE of THE LANDLORD may terminate this LEASE. Upon termination of the LEASE for whatever reason, TENANT agrees to promptly remove at TENANT'S expense all its property from the PREMISES within Twenty-Four (24) hours. Any payments and deposits made to the LANDLORD shall be retained and the TENANT shall pay to the LANDLORD the rental fee costs of use for the applicable TERM, as the case may be, as if the performance has not been cancelled. Should the TENANT choose to cancel either of the EVENTS within **Ten (10) days** from the date of the cancelled EVENTS, the rental fee of use for the current year of the TERM will be due in full before the first day of the EVENTS. Should the TENANT choose to cancel the EVENTS more than **ten (10) days** from the date of the performance 50% of the rental fee of use for the current year of the TERM will be due in full before the first day of the EVENT. In the event that multiple refunds must be completed for patrons due to a cancellation, the TENANT will be billed at 8% credit card fee per refund. In the event of default by TENANT and/or in the event of cancellation by TENANT, GUARANTORS shall not be obligated to pay their respective guaranty payments set forth in Paragraph 34, below.

6. PREMISES RENTED: The LANDLORD shall be paid the following flat rental fee on an annual basis for use of the PREMISES:

Year:	Rental Fee:
2027	\$45,342.00
2028	\$45,342.00
2029	\$45,342.00
2030	\$45,342.00
2031	\$45,342.00

This rental fee covers use of the House, Stage and Dressing Areas. The Lobby Areas and Rest Rooms are included for the entirety of the TERM. Additionally, the following spaces will be made available to the TENANT as listed below:

Annual Orientation and Tour to take place every April. TENANT agrees to communicate preferred April date to LANDLORD by January 1 annually. Tour will be coordinated around the TENANT's performance calendar. LANDLORD will provide a staff member to lead the facility tour. A photo

opportunity will take place in the lobby on the Grand Stairwell.

2nd floor office suite will serve as a storage space for cases of water & soda beginning no earlier than the week prior to the EVENT at no additional cost to the TENANT. If the 2nd floor office suite is not available, LANDLORD will find an appropriate location to store the items. TENANT agrees to remove all water & soda from the facility at the end of the EVENT.

2nd floor cocktail lounge to serve as a dining area for contestants, participants, and leadership Monday-Saturday 9:00AM-9:00PM. TENANT will provide layout of the space utilizing classroom size tables & chairs.

2nd floor conference room to be utilized by the EVENT judges, auditors and their leaders for interviews, meetings and judges' meals Tuesday 8:00AM-8:00PM and Wednesday-Saturday 6:00PM-10:00PM. Monday-Saturday 8:00AM-11:00PM.

3rd floor view rehearsal studio & adjoining restrooms to be utilized by contestants and their leaders for various use throughout the week: Rehearsal permitted Monday 11:00AM- 4:00PM, CPR class hosted by the American Heart Association on Saturday 10:00AM- 3:00PM, invite-only happy hour on Saturday from 6-7:15 PM.

Additionally, the 3rd floor view may be utilized to host the Mayor's Luncheon on Friday 11:00AM-2:00PM with that rental fee covered by the City of Hagerstown through a separate contract.

If the TENANT wishes to provide a professional hair/makeup artist for the participants during the event EVENTS, 3rd floor view studio or 3rd floor bridal suite & star dressing rooms may be utilized Wednesday-Saturday 2:00PM-7:00PM at an additional charge to the TENANT.

4th floor ballroom to be utilized by contestants, leaders, and contestant family members for visitation on Wednesday- Friday evenings for 60 minutes after the completion of the EVENT that evening and must conclude prior to 11:59PM.

The 4th floor ballroom will also be utilized on Saturday 8:00AM-12:00PM to host the annual Muffins and Mentors event.

The offices, staff restrooms and other event spaces not mentioned above are not included. Restoration fees are collected to maintain the integrity of the historic landmark.

7. 501 (C) (3) Rental: TENANT must produce a copy of its 501(c)(3) certificate One Hundred and Twenty (120) days prior to event dates.

8. SETTLEMENT: An annual deposit of \$10,000.00 shall be payable to the LANDLORD by THE CITY OF HAGERSTOWN on behalf of the TENANT by May 1st for each year of this LEASE. The balance of \$38,342.00 shall be paid in each year, due and payable within fifteen (15) days of the conclusion of the EVENTS.

TENANT agrees to a post event meeting with the LANDORD by July 20th annually to discuss the EVENTS from that month prior.

9. TICKETS: The LANDLORD reserves the right to print, sell and/or distribute all tickets to events held at the PREMISES. The LANDLORD will sell tickets in the ticket sales office prior to the EVENTS

during its regular hours of operation and for One (1) hour prior to the EVENTS. Ticket prices and on sale dates will be determined by the TENANT and communicated to the LANDLORD on an annual basis no later than February 28th. On sale dates will be prior to April 15th annually. It is understood that the ticket office charges the patrons a \$5 service fee per ticket purchased. If the TENANT wishes to provide a discount for ticket buyers that attend all four (4) nights of the EVENT, those details are to be coordinated with the box Office by the dates above. A \$10 service fee will apply for those tickets.

The proceeds from all tickets sold shall belong exclusively to the Miss Maryland Scholarship Organization (“MMSO”) or any other assignee as determined by the TENANT and the identity of which has been provided prior to the EVENTS to the LANDLORD. The proceeds from all tickets sold by the LANDLORD, less the service fee, shall be due and payable to the MMSO within fifteen (15) days after the end of each TERM. The TENANT expressly authorizes the LANDLORD to make such payment to the MMSO notwithstanding the fact that such entity is not recited in the listing maintained by the Maryland Department of Assessments and Taxation.

The box office will reserve and utilize the following tickets complimentary printed for all four events, with no service fees: All 300 sections seating (for the Little Sisters Program), 200 section- rows D-H (for executive directors), and any other seats as determined by the TENANT prior to the on-sale dates.

The following seats will not be made available for sale: All box seats (reserved for contestant seating), 200 section- rows A-C (judges tables and seating and one row behind), and any other seats as determined by the TENANT prior to the on-sale dates. The TENANT agrees to pay a 4% charge for credit card sales per Section 31. Which will be passed to the ticket buyer. Credit card fees are nonrefundable. The LANDLORD is entitled to 20 complimentary tickets to each performance comprising the EVENTS and the service fees will not apply to such tickets.

Little Sisters Program: TENANT will appoint a designated adult volunteer responsible for the Little Sisters Program and coordination with the box office. TENANT will create a shared live document with the box office to track the participants of the Little Sisters Program prior to May 1 annually. TENANT is not permitted to sell tickets directly to any of the Little Sisters EVENTS that take place within the property.

Forever Miss Maryland Program: TENANT will provide a list of Forever Miss Maryland participants to the box office prior to May 1 annually.

Families of the reigning title holders to sit in orchestra 200 Row D and Forever Miss Maryland participants to sit in orchestra 200 Row E.

10. ADVERTISING: TENANT shall not advertise any performance prior to the signing of this LEASE. Additional advertising opportunities with the LANDLORD may be available. The LANDLORD will advertise the EVENTS on its marquee and website up to Three (3) days prior to the date of and throughout the EVENTS at no cost to the TENANT. Every effort will be made by the TENANT, in communication with the LANDLORD, to promote the sales of the tickets to the general public in order to achieve a sold-out house.

11. TECHNICAL REQUIREMENTS: The Technical Director must be informed of all technical requirements and must have current lighting plots and floors plans at least Thirty (30) working days prior to the EVENTS. All information including but not limited to talents, music, and contestant schedule must also be received prior to June 1st annually. All equipment brought in by the TENANT will be inspected by the Technical Director for possible safety violations, and the Technical Director will have final approval and authority for the use of such equipment. Technical information from the TENANT shall be first-hand

and in writing.

If the TENANT requires voice-over recordings to take place for the EVENTS, the LANDLORD is responsible for coordinating the recording equipment rental. LANDLORD will provide an audio engineer to design the recordings. TENANT and LANDLORD will make every effort for the voice-over recordings to take place during the Orientation Tour in April annually. TENANT agrees to pay an additional fee of the appropriate rental equipment plus day rate for audio engineer for the recording equipment and design.

In the event that the TENANT requires additional items to be printed throughout the pageant week, such as technical scripts, awards, cue cards, raffle basket displays, etc. the LANDLORD will assist in printing for an additional cost of \$250.00. The TENANT will make every effort to streamline those printing needs to the LANDLORD from the Miss Maryland Executive Director.

The TENANT agrees that the Miss Maryland Executive Director should be listed as the sole decision maker of the EVENTS. In the event that the Executive Director is not available, then the Miss Maryland Producer is approved to make decisions on technical/production items for the run of show.

12. STAFFING: The Technical Director shall schedule a lead crew member and additional crew members to work during the hours the TENANT will be at the PREMISES. Minimum staffing for the EVENTS is Technical Director, three (3) crew members, and one (1) stage manager. The TENANT will provide a stage manager who will “call” the cues during all live EVENTS to the public. The TENANT will provide a producer/director position who will assist the stage manager in calling cues during the EVENTS. The TENANT will provide sober, responsible adult volunteers to act as runners from the stage level to the historic dressing rooms.

The LANDLORD and the TENANT will work together to schedule an appropriate level of technical staff in order to meet but not exceed the needs of the rehearsals and shows. The TENANT will make every effort to provide up-to-date schedules to the LANDLORD for the rental dates in order to minimize unnecessary staffing and expenses. The assigned staff shall not be requested or directed to leave the building for any purposes, including but not limited to running errands by the TENANT.

13. CROWD CONTROL: The LANDLORD shall schedule professional security officers to be on site with a minimum of one (1) officer all day and then a total of three (3) officers on site during the EVENTS to the public. Officers to be positioned at the stage door, orchestra level near the stage entrance, and floater.

All officers to sign communication agreement to uphold the highest level of professional conduct with the participants. LANDLORD reasonable for obtaining those signatures.

This staff shall be required to arrive a minimum of Sixty (60) minutes prior to show time and shall leave the PREMISES Thirty (30) minutes after the close of the curtain. While the crowd control staff will make every effort to uphold the guidelines set forth by the TENANT, the TENANT agrees to indemnify, defend and hold harmless the crowd control persons associated with the THEATRE, from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, during the period in which this LEASE covers the use of the PREMISES, or occurring as a result of the use of the PREMISES during the TERM.

14. PRODUCTION REQUIREMENTS: The TENANT shall be held responsible for producing and directing a quality and high level of entertainment. As a TENANT of the historic Maryland Theatre, the mission of the LANDLORD must be carried out of providing quality productions. Capable and qualified staffing must be provided by the TENANT in order to do so. It is understood that the TENANT is a volunteer organization, however the LANDLORD expects communication from the TENANT regarding

items that are difficult to produce and guidelines that are unachievable. The LANDLORD views the TENANT'S events as a working partnership with both the LANDLORD and the TENANT striving to improve the EVENTS annually. The TENANT agrees with the statements above.

15. **COMBUSTIBLE AND EXPLOSIVE MATERIALS ARE NOT ALLOWED:** The TENANT shall not bring any combustible or explosive materials on the PREMISES. (**Note: The use of combustible or explosive materials is unlawful in the City of Hagerstown.**) Pyrotechnic and open flame displays are strictly prohibited. The PREMISES is protected by a fire alarm system. The use of smoke machines or other special effect equipment shall not interfere with the operations of the fire alarm system or obscure the visibility of any emergency exit. The activation of the fire alarm system will cause the show to end and the PREMISES to be evacuated until occupancy is approved by the fire department. Special effect items include but are not limited to flash pots, open flame, smoke devices, fog machines, diffusion, hazers, candles, flaming torches, and lasers. The LANDLORD and / or the fire marshal office shall have the right to require the demonstration of any special effects display to assure compliance with all local and state fire and life safety codes.

16. **COPYRIGHT LICENSE:** The securing and payment of the copyright license fee(s) are the responsibility of the TENANT. TENANT agrees to defend, indemnify, and hold harmless the LANDLORD against all claims, demands, cost, and expenses that The LANDLORD may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the events described in Section 1. BMI and ASCAP will be the responsibility of the TENANT, if applicable.

17. **CONTROL OF PREMISES:** The LANDLORD shall be at all times under control of the PREMISES. Doors shall not be propped open at any time. Every effort will be made by LANDLORD staff to ensure guidelines set forth by the TENANT of limiting public access into the facility during various times of the rental period. Doors may be unlocked at times of monitoring by LANDLORD'S staff, volunteers, or TENANT.

18. **THE LANDLORD WILL PROVIDE AS PART OF THE RENTAL FEE CHARGE:** In house lights/sound equipment, heating/air conditioning, ushers, facility insurance. TENANT agrees to leave the PREMISES in the same condition as existed on the date TENANT took possession, ordinary wear and tear excluded.

19. **TRASH REMOVAL & CLEANING:** TENANT agrees to keep the PREMISES in good order during the EVENTS covered by the LEASE and immediately after the EVENTS to remove all personal items, equipment trash, and rubbish concurrent with the take-outs of sets, props, and costumes. The LANDLORD will provide appropriate cleaning services during the EVENTS in order to present an acceptable appearance to attendees and well stocked restrooms for the TENANT. Cleaning services are available during normal business hours and custodial staff will make every effort to not cause disturbance of the activities of the TENANT. LANDLORD will make every effort to supply a female cleaner during the EVENT week to monitor the cleanliness of the dressing rooms. If a female cleaner is not available, LANDLORD will verify that the dressing rooms are free and clear of all participants before entering. The TENANT agrees to communicate the following items to each participant: personal items can be left in the dressing rooms throughout the week and all countertops should remain tidy and clear for cleaning, food should remain in the green room in appropriate containers, dresses and costumes should be hung on appropriate costume racks, and the door leading to the laundry room must remain clear at all times.

20. RESTORATION AFTER EVENT: If TENANT's use of the PREMISES requires that the regular stage draperies and/or lighting equipment must be removed from the battens prior to the EVENTS, TENANT agrees to pay technical fees to have the equipment restored to the original set-up that the LANDLORD prefers, except normal wear and tear.

21. OPENING HOURS: It is the policy that the Lobby/Annex of the PREMISES is opened One (1) hour prior to a performance and the house doors are opened Thirty (30) minutes prior to the scheduled time of the performance. In the event of a large audience, reduced space in gathering areas due to product sales or inclement weather, the LANDLORD's staff will request opening the house prior to 30 minutes before show time due to the safety of our patrons.

22. SEATING CAPACITY: Seating capacity of persons inside the historic Maryland Theatre is established at 1,293 including the box seating, ADA spaces, main level, balcony level and Suite seating. No persons will be permitted in the building beyond those who are attending (ticket holders), contestants and pageant leadership.

23. TENANT PRODUCT SALES: The LANDLORD may permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed at the EVENTS. If such items are sold, the standard house commission for this event of twenty percent (20%) **will be waived**. All taxes are the responsibility of the TENANT.

The mobile merchandise cart is permitted to be utilized by the TENANT for souvenir program sales and up to seven (7) tables may be placed in the designated lobby area for the TENANT's raffle baskets. LANDLORD will have the final say on the lobby layout in keeping with egress and venue capacity standards.

The LANDLORD must be informed of all product sales Thirty (30) days prior to performance. The LANDLORD will not be responsible for any tax responsibility resulting from merchandise sales. The LANDLORD retains all rights to deny any or all of product sales within or about the PREMISES.

24. CONCESSION SALES: The LANDLORD retains rights for all Food and Beverage Concessions, and LANDLORD product sales within the PREMISES. The LANDLORD may operate the concession stand up to One and One-Half (1 ½) hours before a performance and during the required intermission. All alcohol consumed on the PREMISES shall be purchased from the concession stand.

TENANT acknowledges that alcohol sales, service, and consumption upon the PREMISES are governed by Maryland law. Consequently, TENANT agrees to comply with such rules and regulations including but not limited to ensuring that all patrons buying, possessing, consuming and/or sharing alcoholic beverages must be at least twenty-one (21) years of age, without exception. The LANDLORD reserves the absolute and unqualified right at any time to request and examine all photo identifications, to limit or restrict sales as needed, and to cease the sale of alcoholic beverages in the event of the LANDLORD's determination that the continued sale of such products is in violation of Maryland law or that such continued sale presents a threat to the public welfare and safety.

25. RECORDING: TENANT agrees that no recording, visual or audio, of any kind is made of the EVENTS without prior written approval from the LANDLORD. The LANDLORD has the right to require payment for said privilege. A complimentary copy must be provided to the office of the LANDLORD.

26. NO OBSTRUCTION: TENANT shall neither encumber nor obstruct the sidewalk in front of, or the halls and stairs of the PREMISES, including loading area and all exterior fire exits from the building, nor allow the same to be obstructed or encumbered in any manner other than during Load In/Out. The backstage and dressing room areas are included in these requirements and will be monitored by the TENANT. Sight lines from the seating shall not be obstructed to the stage by placement of any equipment. Parking for the TENANT and its associates is the responsibility of the TENANT. The TENANT agrees to follow all parking instructions by the Hagerstown Police or designated LANDLORD employee. The LANDLORD will make every effort to reserve one (1) parking space, with the approval of the City of Hagerstown, in direct proximity of the THEATRE, for the judges for each of the performance events.

If the TENANT approves for parking to be validated for leadership, board, and volunteers, that information and approved list of individuals to be communicated to the LANDLORD a minimum of thirty (30) days in advance. The LANDLORD will coordinate the parking validation with the City of Hagerstown and will include the total charge on the final settlement to TENANT. The LANDLORD will make every effort to monitor the individuals utilizing the parking validation scanner and the TENANT acknowledges that the scanner is in a public location and not monitored 24/7.

27. PUBLIC SAFETY & INDEMNITY: TENANT agrees to conduct its activities upon the PREMISES so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless all persons associated with the TENANT are the responsibility of the TENANT and must act in an appropriate manner and utilize each area of the facility respectfully. Each room of the facility must be utilized for what it was intended for. Ex: lobby should not be used as a dressing room. The LANDLORD, its agents, consultants and employees shall be held harmless from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, as the result of any intentional, reckless, or negligent conduct of TENANT, its agents, employees, servants, contractors, subcontractors, licenses, invites or guests, during the TERM of the LEASE, or occurring as a result of the use of such space during the agreed period.

28. HANDICAP ACCESSIBILITY: The PREMISES is in compliance with the American with Disabilities Act and the PREMISES is accessible to people with disabilities. Accessible seating is not sold online. Seating is available for patrons in wheelchairs. Sign Interpreters are scheduled as requested by patron(s). Additional assistance can be made for those requiring backstage access. The TENANT shall provide the LANDLORD with a list of the types/numbers of impaired persons expected to attend the performance.

29. CONDITION OF PREMISES: The LANDLORD and its agents have made no representation or promises with respect to the PREMISES or other areas of the building, except as herein expressly set forth. The utilization of the PREMISES by TENANT shall be conclusive evidence, as against TENANT, that TENANT accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

30. ADDITIONAL REGULATIONS: TENANT shall comply with the laws of the United States of America, the State of Maryland and the City of Hagerstown. Violations by the TENANT will result in default by TENANT. Smoking is not allowed anywhere in the building, exterior walkway, or front steps.

The TENANT is responsible for informing event staff of the no-smoking policy, which is strictly enforced for safety and health reasons.

31. Load in/load out will take place between the hours of 8:00 AM and 11:59 PM on the days of the TERM of this LEASE. Failure to comply with the move-out deadlines means the LANDLORD will store the TENANT'S effects at a storage fee of \$500.00 per day, deducted from settlement, for the following day or any part of a day thereafter until the TENANT removed effects from the PREMISES. Storage fees may be deducted from box office revenues.

32. The administrative/ticket office located at 21 S. Potomac Street is open Tuesday & Thursdays 12:00PM-6:00PM and Wednesdays & Fridays 12:00PM-5:00PM (except holidays/seasonal changes) and 1 hour prior before performances.

33. ASSIGNMENT: The Parties hereto acknowledge that the TENANT shall NOT have the right to assign its rights and obligations hereunder to any third party without the written consent of the LANDLORD and GUARANTORS.

34. GUARANTY: In order to induce the LANDLORD to enter into this LEASE, the GUARANTORS unconditionally guarantee to the LANDLORD the full and punctual payment when due of the TENANT'S rental fee obligations under the terms of this LEASE, in the respective amounts set forth herein. GUARANTORS may satisfy their individual obligations hereunder by making payment directly to LANDLORD without first waiting for an event of default by TENANT.

The maximum CITY guaranty obligation shall be \$10,000.00 per year for each year of the term hereof, to be paid within fifteen (15) days of the conclusion of the EVENTS each year.

The maximum COUNTY guaranty obligation shall be \$18,000.00 per year for each year of the term hereof, to be paid within fifteen (15) days of the conclusion of the EVENTS each year.

The TENANT guaranty obligation shall be \$20,342 per year for each year of the term hereof, to be paid no later than May 1st each year.

If this Lease is terminated by mutual consent of the Parties or pursuant provision 5 hereof, the GUARANTORS' obligations hereunder shall cease for any subsequent, remaining year of the term hereof.

35. *FORCE MAJEURE*

- a. No Party (including a GUARANTOR) shall be liable or responsible to any other Party, nor be deemed to have defaulted under or breached this LEASE, for any failure or delay in fulfilling or performing any term of this LEASE, when and to the extent such Party's (the "**Affected Party**") failure or delay is caused by or results from any one or more of the following events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, or pandemics (including the COVID-19 pandemic); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in

effect on or after the date of this Lease; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Affected Party.

- b. The Affected Party shall give notice within ten (10) days of any Force Majeure Event to the other Parties, stating the period of time the occurrence is expected to continue. The Parties recognize that said period of time may extend through one or more Lease Years. The Affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such *Force Majeure Event* are minimized. The Affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)
AGREED AND ACCEPTED

Carroll County Foundation, Inc.
(TENANT)

The Maryland Theatre Association, Inc.
(LANDLORD)

By: _____

By: _____

Type/Print Name and Title

Type/Print Name and Title

Date _____

Date _____

City of Hagerstown, (GUARANTOR)

By: _____

Type/Print Name and Title

Date _____

Board of Commissioners of Washington County, Maryland (GUARANTOR)

By: _____

Type/Print Name and Title

Date _____

Any changes, modifications or waivers of these provisions are invalid unless initialed by the TENANT, GUARANTORS, and the designated agent of The Maryland THEATRE. This LEASE is not valid until signed by the LANDLORD'S REPRESENTATIVE.

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

Topic:

Landlord Tenant Ordinance Discussion – *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proposed Parking Permit System: Historic Heights Neighborhood – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Proposed_Parking_Permit_System-Historic_Heights.pdf

Description

Proposed Parking Permit System-Historic Heights Neighborhood



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

June 9, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer *JMB*

RE: Proposed Parking Permit System – Historic Heights neighborhood

1. Background

In February and March of 2026, staff made work session presentations on how a parking permit system could be implemented in the Historic Heights neighborhood adjacent to Meritus Park. The purpose of that effort was to address concerns of residents in that neighborhood over patrons attending events at Meritus Park and taking up all of the on-street parking spaces. At that time, the Council decided not to move ahead with the proposed permit system. However, based upon resident input since that time, it was felt that this topic should be brought up again for additional discussion.

2. Mayor & Council Action Requested

Review the proposal presented in March, and discuss options to address the residents' concerns. If the Council agrees to a strategy to address this issue, staff will work with the City Attorney to implement the plan. Staff will be present at the work session to discuss.

3. Discussion

A copy of the staff memo from March, describing a proposed parking permit system, is attached. The key points from the proposal presented at that time include:

- Having a parking permit doesn't guarantee that a parking space will be available, but will prevent a permit holder from getting a ticket if parked in the zone.
- Permits would only be enforced during Flying Boxcar games during the baseball season (generally April 15th – September 15th)
- Permits will be valid for one baseball season; residents will need to apply annually for a permit through the City's Parking Division.
- Window stickers will be used to identify valid permit holders.
- One visitor pass will be provided per permit at no cost upon request.
- Signage identifying the limits of the parking zone will be installed to clearly delineate the area.



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

March 3, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JMB

RE: Proposed Parking Permit System – Historic Heights neighborhood

1. Background

At the February 3, 2026 Council work session meeting, staff presented an outline of how a parking permit system could be implemented in the Historic Heights neighborhood adjacent to Meritus Park. The Council had several comments on the outline, and asked staff to return at a subsequent meeting with a revised outline. The purpose of this memo is to review those revisions, and to determine whether the Council wants to move forward with implementation.

2. Mayor & Council Action Requested

Review the revised outline, and give staff direction on whether or not to proceed with the implementation of a permit parking system. If the Council agrees to move forward, staff will work with the City Attorney to prepare the necessary legislation to create the permit parking program. Staff will be present at the work session to discuss.

3. Discussion

A copy of the revised program outline is attached.

There were three main items that the Council asked staff to change from the original proposal.

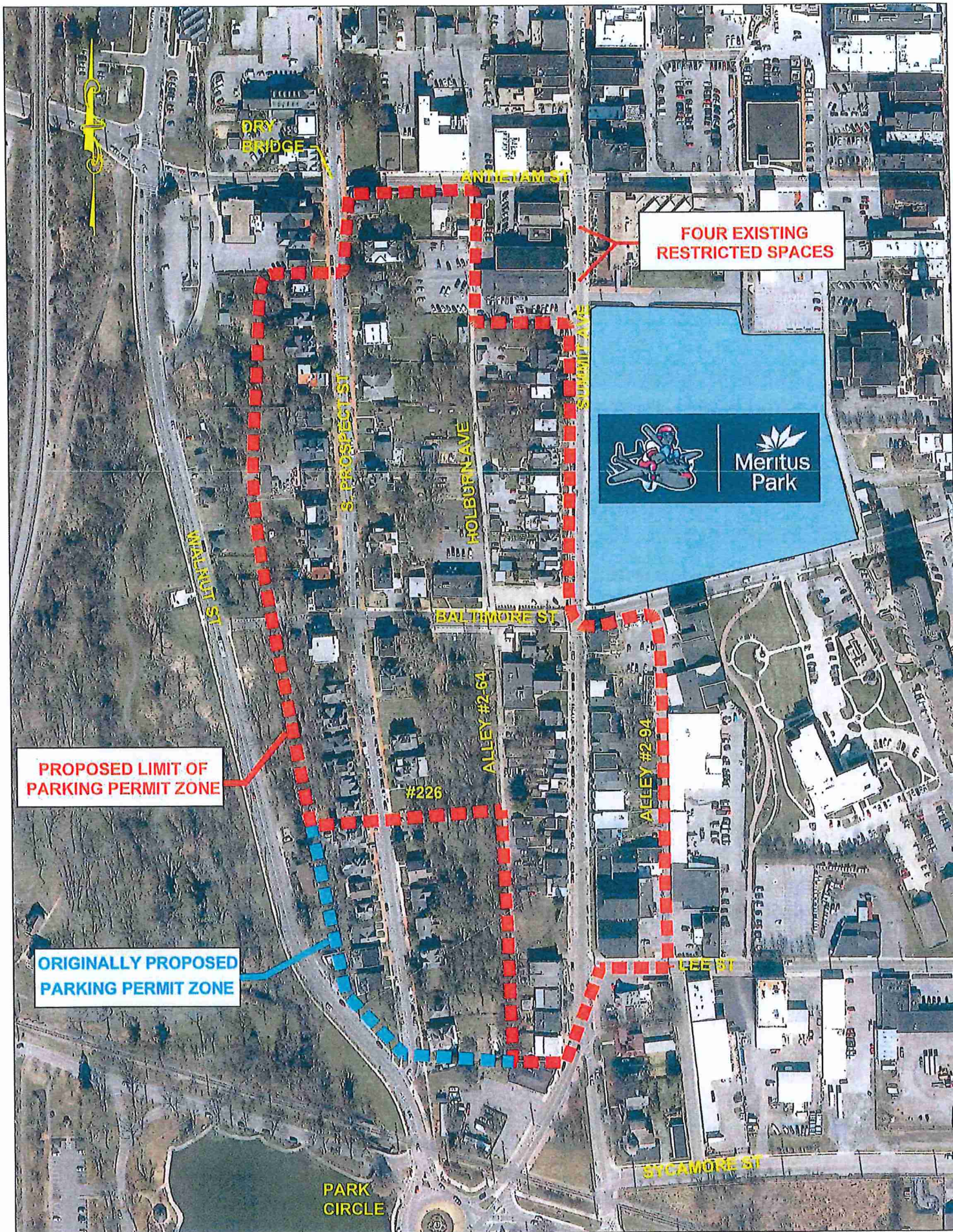
1. The Council felt that the zone where parking permits would be issued was larger than it needed to be. At some point, patrons are going to be far enough away from Meritus Park that it's unlikely that they would park in this neighborhood, or that they would have to walk uphill on South Prospect Street to Baltimore Street and then down to the stadium entrance. Staff have responded to this comment by shrinking the size of the permit zone; as shown on the attached exhibit, the permit zone would only extend south on Prospect Street to the point where it begins to slope steeply down toward Walnut Street. While this limit is somewhat arbitrary, staff feels that it makes sense given how the parking spaces are distributed.
2. The original proposal recommended charging residents \$0 for the first parking permit, and \$20 for a second permit. Several Councilmembers felt that the fee for the second permit was too high; staff have responded by reducing the fee for a second permit to \$15. This will not cover the cost to the City to manage this program, but will help to offset those costs.

3. The original proposal included a recommendation from the Board of Traffic & Parking on the penalty for parking in this zone without a permit. The Board recommended a penalty of \$250/offense, which the Council felt was excessive. The Council indicated that they would be in favor of adopting a penalty similar to that assessed by the City of Rockville - \$50 for the first offense, and \$100 for any subsequent offenses.

The Council also asked about the four parking spaces on Summit Avenue near Antietam Street, and questioned why they weren't included in the permit parking zone. Those spaces are already restricted; two of them are reserved for Community Rescue Service staff, one space is a one-hour handicap parking space, and one is a 30-minute loading zone. Patrons of Meritus Park cannot legally park there due to these restrictions, and the Hagerstown Police Department already has the ability to ticket vehicles that are parked in those spaces in violation of the restrictions.

The key points from the original proposal that remain in the revised proposal include:

- Having a parking permit doesn't guarantee that a parking space will be available, but will prevent a permit holder from getting a ticket if parked in the zone.
- Permits would only be enforced during Flying Boxcar games during the baseball season (April 15th – September 15th)
- Permits will be valid for one baseball season; residents will need to apply annually for a permit.
- Window stickers will be used to identify valid permit holders.
- One visitor pass will be provided per permit at no cost upon request.
- Signage identifying the limits of the parking zone will be installed to clearly delineate the area.



HISTORIC HEIGHTS NEIGHBORHOOD - REVISED PERMIT PARKING ZONE

South Prospect Street parking permit program – Revised proposal – March 3, 2026

(red text indicates revisions from the original proposal)

1. The parking permit process would be voluntary – residents within the zone may register for a permit, but they are not required to do so.
2. Having a parking permit does not guarantee the permit holder that a space will be available; rather, it will prevent the permit holder from getting a ticket if they are parked in the permit zone during Flying Boxcars games.
3. Permits would only be enforced during the normal Flying Boxcars season (generally April 15th – September 15th).
4. Permits would only be enforced on S. Prospect Street and Summit Avenue between Antietam Street and limits shown on the attached exhibit; permits would also be enforced on Baltimore Street west of Summit Avenue.
5. Residents wishing to obtain a permit will have to register with the City's Parking Division. They will need to provide various documentation including their driver's license, current vehicle registration, and possibly other information.
6. Permits would be valid for one baseball season; residents would need to reapply each year.
7. Permit fees: \$0 (free) for the first permit, \$15 for the second permit.
8. Upon successful registration, permit stickers would be issued – stickers shall be displayed at the bottom of the rear window/windshield of the vehicle on the driver's side of the car. Sticker colors would change each year.
9. Upon request, one visitor pass will be provided per permit at no charge. Design of passes shall be unique and difficult to copy.
10. Signage will be required – language to say something like "Permit Parking only during events/games at Meritus Park". Large signs to be placed at the "entrances" to the permit parking zone (Antietam Street/Dry Bridge, near the Clara Barton memorial) – smaller signs periodically through the permit zone. The potential fine amount to be listed on the signs (at least the large signs).
11. Proposed penalty for violation of the permit requirement: \$50 for the first offense, \$100 for any subsequent offenses.
12. Enforcement by HPD – warnings given early in the season; tickets issued after that, but probably on a complaint-driven basis.