

Mayor and Council
54th Special Session and Work Session 3:00 p.m.
November 18, 2014
Agenda

*"A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods."
"Providing the most efficient and highest-quality services as the municipal location of choice for all
customers."*

"The starting point of all achievement is desire." Napoleon Hill

SPECIAL SESSION

1. Approval of an Ordinance: Authorizing the Transfer of 19-23 W. Antietam Street
2. Approval of a Resolution: Authorizing an Economic Development Incentive in Reference to the Agreement to Purchase 19-23 W. Antietam Street
3. Presentation from the Fine Arts Museum Board

3:00 PM WORK SESSION

1. Proclamation - Municipal Government Works Month
- 3:25 PM** 2. Holiday Pop-Up Shop Event
- 3:35 PM** 3. Preliminary Agenda Review
- 4:00 PM** 4. Annual Benefit Plan Review with CIBZ
- 4:25 PM** 5. Draft City Debt Management Policy
- 4:45 PM** 6. Urban Partners Catalyst Project #5 - Trail from City Center to City Park
- 5:30 PM** 7. Break
- 5:45 PM** 8. Parks & Recreation Initiatives/HEAL Cities & Towns for the Mid-Atlantic Campaign
- 6:00 PM** 9. Program Open Space (POS) Annual Program
- 6:10 PM** 10. Mayor & Council Goals and Priorities 2015-2016
- 6:45 PM** 11. Speed Camera Program FY 14
- 6:55 PM** 12. Speed Camera Program Contract
- 7:05 PM** 13. Video Production Studio

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of an Ordinance: Authorizing the Transfer of 19-23 W. Antietam Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and Council to approve an Ordinance authorizing the transfer of property located at 19, 21, and 23 West Antietam Street in Hagerstown in accordance with all terms and conditions outlined in the Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: October 21, 2014
DATE OF PASSAGE: November 18, 2014
EFFECTIVE DATE: December 19, 2014

ATTACHMENTS:

File Name	Description
 <u>MCC MOTION Ordinance Approval 19 West Antietam 11.18.14.pdf</u>	Motion Ordinance
 <u>Ordinance to Approve a Contract of Sale 19-21-23 W Antietam St.pdf</u>	Ordinance - Transfer of 19-23 W. Antietam Street
 <u>Contract of Sale and Redevelopment 19-23 W Antietam St.pdf</u>	Agreement for Transfer of 19-23 W. Antietam Street

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 18, 2014

TOPIC: AN ORDINANCE TO ENTER INTO A PURCHASE AGREEMENT
TO TRANSFER THE PROPERTY KNOWN AS 19, 21 & 23 WEST
ANTIETAM STREET IN DOWNTOWN HAGERSTOWN, MD

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

MOTION: I hereby move for the Mayor and Council to approve an Ordinance authorizing the transfer of property located at 19, 21, and 23 West Antietam Street in Hagerstown in accordance with all terms and conditions outlined in the Purchase Agreement.

DATE OF INTRODUCTION: October 21, 2014

DATE OF PASSAGE: November 18, 2014

EFFECTIVE DATE: December 19, 2014

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE A CONTRACT OF SALE
AND REDEVELOPMENT FOR THE
PROPERTY KNOWN AS 19-21-23 WEST ANTIETAM
STREET, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called “City”, is the owner of certain property known as 19-21-23 West Antietam Street by virtue of a deed from Steven H. Greenfeld, Trustee in Bankruptcy dated January 31, 2014 and recorded among the Land Records of Washington County, Maryland at Liber 4726, folio 38; and

WHEREAS, the City has determined that the aforementioned parcel is no longer needed for a public purpose; and

WHEREAS, the Introduction of this Ordinance shall constitute the 20 day notice of the proposed transfer of property required by law; and

WHEREAS, the City desires to enter into a Contract of Sale with the Bowman 2000, LLC to transfer the property and to permit Bowman 2000, LLC to redevelop and demolish the improvements on the property prior to settlement; and

WHEREAS, the City desires to encourage the redevelopment and demolition of the property by providing an Economic Development Incentive to Bowman 2000, LLC in an amount not to exceed \$75,000.00; and

WHEREAS, attached hereto and incorporated herein is a Contract of Sale and Redevelopment for the redevelopment, demolition and transfer of the property as aforesaid, and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this contract.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the attached Contract of Sale and Redevelopment for the transfer and redevelopment of the property and deliver said Contract to Bowman 2000, LLC for the consideration recited therein.
3. That the Mayor and/or City Administrator and City staff are hereby designated, authorized, directed and empowered to enter into the aforesaid Contract of Sale and Redevelopment on behalf of the City and to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall become effective thirty (30) days after its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

Date of Introduction: October 21, 2014
Date of Passage: November 18, 2014
Effective Date: December 19, 2014

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
David S. Gysberts, Mayor

PREPARED BY:
NAIRN & BOYER, CITY ATTORNEY

CONTRACT OF SALE AND REDEVELOPMENT

THIS CONTRACT OF SALE AND REDEVELOPMENT ("this Contract") entered into this ____ day of October, 2014, by and between the City of Hagerstown/Seller, a Maryland municipal corporation hereinafter called "City" or "Seller", and Bowman 2000, LLC,* hereinafter called "Bowman" or "Buyer."

WHEREAS, the Seller is the owner of certain property known as 19-21-23 West Antietam Street, Hagerstown, MD, hereinafter called "Property" by virtue of a Deed dated January 31, 2014 from Steven H. Greenfield, Trustee in Bankruptcy to the City and recorded among the Land Records of Washington County, Maryland at Liber 4726, folio 38, and

WHEREAS, Bowman desires to enter into a contract to purchase the property from the City and redevelop the same by the demolition of the improvements thereon as hereinafter provided.

NOW, THEREFORE, WITNESSETH: That Bowman and the City do hereby agree as follows:

CONTRACT OF SALE

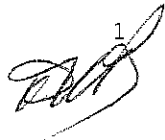
The City agrees to bargain and sell to Bowman the Property in consideration of one dollar (\$1.00) and in further consideration of Bowman's contribution towards the cost of redevelopment and demolition as hereinafter provided.

SETTLEMENT

Settlement shall be made within 60 days of approval of this Contract at which time, Seller agrees to execute and deliver to Buyer a good and sufficient deed for the property, which deed shall transfer and convey the property to the Buyer with a good and merchantable title, free of all liens and encumbrances except those conditions, restrictions, rights of way and easements of record and containing covenants of special warranty and further assurances. If the Buyer shall fail to make settlement, the Seller shall not be obligated to pay its contribution toward the cost of demolition as hereinafter provided and the Seller may avail itself of any legal or equitable rights which it may have under this Contract.

The Property shall be conveyed with an express prohibition in the deed against use of the property for a bail bond business, a tattoo or piercing business, or a hookah business. By acceptance of the deed the Buyer and the Buyers successors and assigns covenant and agree not to use the property and any future improvements thereon for any prohibited use for a period of ten (10) years.

* and its assigns.

1

TITLE DEFECTS

If Seller shall be unable to convey and assign a good and merchantable title to the real property because of some title defect, or shall be unable to convey said real property free and clear of all liens and encumbrances at the time of settlement, Seller shall not be required to take any action to render title merchantable. Buyer may, nevertheless, accept such title as Seller may be able to transfer or convey. The acceptance of a deed to the real property by Buyer shall be deemed full performance by Seller of all obligations hereunder.

RISK OF LOSS/INSURANCE

Except as hereinafter provided with respect to Buyer's right to enter upon the property prior to settlement for purposes of redevelopment and demolition, the property is to be held at the risk of the Seller until legal title has passed or possession given.

POSSESSION OF PROPERTY

Actual possession of the property in vacant condition shall be delivered to Buyer at the time of final settlement.

ADJUSTMENTS

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. State and local real estate taxes will be assumed by the Buyer after the date of settlement.

AGENCY

Buyer covenants that they have dealt with no real estate broker or finder in connection with this transaction and agrees to indemnify and hold harmless Seller from any brokerage commission claims in violation of this covenant.

"AS IS" CONDITION

Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property.

REDEVELOPMENT AGREEMENT

Bowman hereby agrees to undertake the redevelopment of the property, including the complete demolition of the improvements on the Property at its sole expense. Bowman may begin site work and/or demolition upon the approval of this Contract by the Mayor and City Council. The City of Hagerstown will contribute and reimburse Bowman up to 50% or \$75,000.00, whichever is less, towards the costs incurred by Bowman for the demolition, upon completion thereof.

If for whatever reason the City fails to transfer title to Bowman, the City will reimburse Bowman for the cost of demolition work completed to date, but in no event more than \$75,000.00. Bowman shall be responsible for obtaining all permits and approvals necessary for lawful demolition of the Property and to conduct the demolition in a workman-like manner. Bowman shall indemnify and hold the City harmless from any damages incurred or claims against the City arising out of the demolition work by Bowman.

ENTIRE AGREEMENT

This Contract and the Economic Development Incentive Agreement herein referenced contain the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written. Buyer acknowledges receipt of a copy of this agreement.

TIME OF ESSENCE

Time shall be of the essence in this Agreement.

MISCELLANEOUS *

The parties to this Contract mutually agree that this Contract shall be binding upon them, their heirs, personal representatives, successors and assigns.

Buyer shall have the right to select a title insurance company of its choice. Nothing contained herein shall prevent the Seller from selecting an attorney of its choice to represent it in connection with this transaction.

This Contract is contingent upon the simultaneous approval of an Economic Development Incentive by the City, reimbursing Bowman for one-half of the redevelopment and demolition costs incurred on the property, up to a maximum of \$75,000.00.

This Contract is contingent upon approval of the same by the Mayor and City Council by adoption of an Ordinance, and said


* Buyer and Seller agree that Buyer may assign this Contract, to any entity owned exclusively by Bowman Q000, LLC or The Bowman Group, LLC, without the consent of Seller.

Ordinance becoming legally effective.

WITNESS our hands and seals.

ATTEST:

SELLER
CITY OF HAGERSTOWN

Donna Spickler, City Clerk

David S. Gysberts, Mayor

WITNESS:

BUYER
BOWMAN 2000, LLC

Thomas O. Bichter

By: [Signature]
Donald M. Bowman, Managing Member

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David S. Gysberts, Mayor of the City of Hagerstown, known to me to be the person whose name is subscribed to the foregoing Contract of Sale and Redevelopment, and who acknowledged he executed the same for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

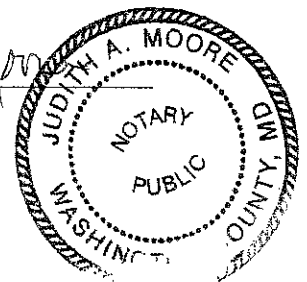
I HEREBY CERTIFY, that on this 20th day of October, 2014, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Donald M. Bowman, Managing Member of Bowman 2000, LLC, known to me to be the person whose name is subscribed to the foregoing Contract of Sale and Redevelopment, and who acknowledged he executed the same for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

My Commission Expires:

June 19, 2015

[Signature]
Notary Public



REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: Authorizing an Economic Development Incentive in Reference to the Agreement to Purchase 19-23 W. Antietam Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and Council to approve a Motion authorizing an economic incentive paid to Bowman 2000, LLC equal to half the amount of the total demolition costs of 19-23 West Antietam Street or \$75,000, whichever is less. This economic incentive is subject to the terms and conditions of the attached resolution and Economic Incentive Agreement. The source of this incentive is the Economic Redevelopment Fund.

Action Dates:

Date of Introduction: November 18, 2014

Date of Passage: November 18, 2014

Effective Date: November 18, 2014

ATTACHMENTS:

File Name	Description
☐ MCC MOTION Economic Incentive 19.23 West Antietam 11.18.14.pdf	Motion
☐ A Resolution to Approve an Economic Development Incentive.pdf	Resolution
☐ Economic Incentive Agreement for 19-23 West Antietam.pdf	Economic Development Incentive Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 18, 2014

TOPIC: APPROVAL OF A MOTION AUTHORIZING AN ECONOMIC
DEVELOPMENT INCENTIVE IN REFERENCE TO THE
AGREEMENT TO PURCHASE 19-23 WEST ANTIETAM STREET.

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

MOTION: I hereby move for the Mayor and Council to approve a Motion authorizing an economic incentive paid to Bowman 2000, LLC equal to half the amount of the total demolition costs of 19-23 West Antietam Street or \$75,000, whichever is less. This economic incentive is subject to the terms and conditions of the attached resolution and Economic Incentive Agreement. The source of this incentive is the Economic Redevelopment Fund.

Date of Introduction: November 18, 2014

Date of Passage: November 18, 2014

Effective Date: November 18, 2014

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT TO BE FUNDED BY
THE ECONOMIC REDEVELOPMENT FUND, UNIT REDUCTION INCENTIVE (“the
Fund”), FOR THE DEMOLITION OF THE IMPROVEMENTS ON THE
PROPERTY KNOWN AS 19-21-23 WEST ANTIETAM
STREET, HAGERSTOWN, MARYLAND
BETWEEN THE CITY OF HAGERSTOWN AND
BOWMAN 2000, LLC**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called “City”, is the owner of certain property known as 19-21-23 West Antietam Street by virtue of a deed from Steven H. Greenfeld, Trustee in Bankruptcy dated January 31, 2014 and recorded among the Land Records of Washington County, Maryland at Liber 4726, folio 38; and

WHEREAS, the City has determined that the aforementioned parcel is no longer needed for a public purpose; and

WHEREAS, the City desires to enter into a Contract of Sale with the Bowman 2000, LLC to transfer the property and to permit Bowman 2000, LLC to redevelop and demolish the improvements on the property prior to settlement; and

WHEREAS, the City desires to encourage the redevelopment and demolition of the property by providing an Economic Development Incentive to Bowman 2000, LLC in an amount not to exceed \$75,000.00; and

WHEREAS, attached hereto and incorporated herein is an Economic Development Incentive Agreement for the demolition of the property as aforesaid, and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Economic Development Incentive Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the grant of up to \$75,000.00 from the Fund for the demolition of the improvements on the property known as 19-21-23 West Antietam Street, Hagerstown, Maryland is approved.
3. That the City of Hagerstown be and is hereby authorized to execute the Economic Development Incentive Agreement, for the demolition of the improvements on the property known as 19-21-23 West Antietam Street, Hagerstown, Maryland, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
David S. Gysberts, Mayor

Date of Introduction: November 18, 2014
Date of Passage: November 18, 2014
Effective Date: November 18, 2014

PREPARED BY:
CITY ATTORNEY

FINANCIAL INCENTIVE AGREEMENT
by and between the City of Hagerstown, Maryland,
and Bowman 2000, LLC

THIS AGREEMENT ("Agreement") is made and entered this _____ day of November _____, 2014 by and among the **CITY OF HAGERSTOWN, MARYLAND**, and **BOWMAN 2000, LLC**, a Maryland limited liability company.

RECITALS

Bowman 2000, LLC (hereinafter "Bowman") has entered into a contract to purchase from the City the real property and improvements located at 19-21-23 West Antietam Street in Hagerstown, Maryland ("the Property"), and to redevelop said Property by, among other acts, the complete demolition of the existing improvements thereon; and

The City of Hagerstown ("the City"), in reliance upon the obligations undertaken herein by Bowman, has agreed to provide a monetary incentive to be funded by the Economic Redevelopment Fund, Unit Reduction Incentive ("the Fund") to Bowman to assist with the cost of demolition;

Now, Therefore, for and in consideration of the incentives hereinafter provided and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the City of Hagerstown and Bowman 2000, LLC, and do contract and agree as follows:

1. **Definitions.**

In addition to any other terms defined herein, the following terms shall have the meaning set forth with respect thereto.

- A. **Incentive Package:** A grant to offset the costs of demolition of all of the improvements located on the Property, not to exceed 50% of the actual costs of demolition, or Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), whichever is less, from the City (to be paid from the Fund) to Bowman.

2. **Incentive Package.**

The City and Bowman agree that the incentive contemplated herein shall be governed by the following provisions:

- A. Subject to the requirements of this provision 2, the City shall make a grant payment to Bowman in an amount of 50% of the actual costs of demolition, or Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), whichever is less, towards the costs incurred by Bowman for the demolition of all of the improvements on the Property.

- B. Bowman shall commence complete demolition of all of the improvements on the Property at its sole expense. The work shall commence on or before December 18th, 2014. The work shall proceed without interruption and be completed on or before March 31, 2015. Bowman may begin site work and/or demolition upon the approval of the Contract of Sale and Redevelopment by the Mayor and City Council.
- C. Bowman shall be responsible for obtaining all permits and approvals necessary for lawful demolition of the improvements on the Property and to conduct the demolition in a workman-like manner. Bowman shall indemnify and hold the City harmless from any damages incurred or claims against the City arising out of the demolition and/or site work by Bowman and/or anyone performing work on its behalf.
- D. Promptly upon completion of the demolition work and production of written proof of the entire cost thereof, the City pay the economic incentive payment to Bowman, in accordance with the formula set forth in 2. A, *supra*.
- E. If Bowman shall fail to make settlement in accordance with the Contract of Sale and the Redevelopment provisions between itself and the City, the City shall not be obligated to pay any portion of the economic incentive payment.

3. **Default.**

In the event of a default by Bowman of any term, provision or condition of this Agreement, the City shall be permitted to:

- A. Pursue any other rights at law or in equity, including but not limited to the right to recover consequential damages resulting from Bowman's default.

In any action brought by or against the City in the interpretation or enforcement of this Agreement, Bowman, in addition to all other damages, shall pay the reasonable value of attorney's fees incurred by the City in such action, together with the City's litigation expenses and court costs. This provision shall apply regardless of whether the City is represented in such proceedings by an attorney employed by the City.

4. **Notice.** All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier:

To Bowman:

Bowman 2000, LLC

ATTN: Mr. Donald M. Bowman, Managing Member

10228 Governor Lane Blvd.

Hagerstown, MD 21740

To the City:

City of Hagerstown

1 East Franklin Street

Hagerstown, Maryland 21740

Attention: Mr. Andrew H. Sargent, Downtown Manager

5. **Laws of Maryland.** This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. The parties hereby consent to the exclusive jurisdiction and venue of the Maryland State Courts located in Washington County, Maryland for the litigation of any issue arising hereunder.
6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.
7. **Entire Agreement: Modification.** This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the parties.
8. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.
9. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.
10. **Survival.** The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.
11. **Counterparts/Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
12. **Assignment.** This Agreement may not be assigned by any party without the express written consent of the other party.

13. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the successors, permitted assigns, and legal representatives of the parties hereto.
14. **Time of Essence.** Time shall be of the essence in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

WITNESS: **BOWMAN 2000, LLC**

BY: _____ (SEAL)
Donald M. Bowman, Managing Member

ATTEST: **CITY OF HAGERSTOWN, MARYLAND**

Donna K. Spickler, City Clerk
BY: _____ (SEAL)
David S. Gysberts, Mayor

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Presentation from the Fine Arts Museum Board

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Proclamation - Municipal Government Works Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Holiday Pop-Up Shop Event

Mayor and City Council Action Required:

Discussion:

Staff seek an opportunity to bring back members of the Downtown Movement to discuss the next Pop Up Event, which will happen downtown on November 21st, 22nd and 23rd with an encore weekend on November 28th and 29th. The Downtown Movement, in partnership with temporary vendors, existing businesses, the City and supporters are excited to work together once again to further our shared goals. Staff and members of the Downtown Movement will be present to describe the event in greater detail and to answer any questions.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
 MCC_Holiday_Pop-Up_11.18.14.pdf	Holiday Pop-Up Shop Event



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Bruce Zimmerman, City Administrator

FROM: Andrew Sargent, Downtown Manager

A handwritten signature in blue ink, appearing to read "AS", is placed next to the name Andrew Sargent.

DATE: November 14, 2014

RE: Holiday Pop-Up Shop Event

Staff seek an opportunity to bring back members of the Downtown Movement to discuss the next Pop Up Event, which will happen downtown on November 21st, 22nd and 23rd with an encore weekend on November 28th and 29th. The Downtown Movement, in partnership with temporary vendors, existing businesses, the City and supporters are excited to work together once again to further our shared goals. Staff and members of the Downtown Movement will be present to describe the event in greater detail and to answer any questions.

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:

Annual Benefit Plan Review with CIBZ

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
📎 2014 Annual Healthplan review with CBIZ.pdf	2014 Annual Health plan review with CBIZ



CITY OF HAGERSTOWN, MARYLAND

Human Resources

TO: Bruce Zimmerman, City Administrator

FROM: Karen Paulson, Director of Human Resources *KP*

DATE: November 13, 2014

RE: Annual Benefit Plan Review with CBIZ

In the November 18th work session, staff will be joined by Rebecca Royal, Senior Employee Benefits Consultant with CBIZ Benefits and Insurances Services to provide Mayor and Council an update of the City of Hagerstown's benefit plans. The purpose of the discussion is to inform Mayor and Council of the status of the benefit plans, review year to date performance, and discuss upcoming considerations. There is no action required of Mayor and Council at this time.

THE ROLE OF CBIZ

CBIZ is the City's benefits consultant and has worked with us since 2007. Becky meets regularly with the City's healthcare committee to review plan performance, identify trends, project future performance, monitor legal compliance and discuss any pertinent issues involving the plans.

STRUCTURE OF THE CITY'S PLANS

The City's health insurance plans are self-insured, meaning the City pays claims as they are incurred. The very nature of a self-insured program means there can be significant year to year fluctuations in expenses. CBIZ works with City staff to develop expense projections for the current and upcoming year. Factors considered are claims history, national trends, and legislative impact such as the Affordable Care Act (ACA). The budgeted health plan costs for the year are placed in the Healthcare Fund. Claim expenses are paid from the Healthcare Fund weekly.

FINANCIAL CONSIDERATIONS & THE AFFORDABLE CARE ACT

Healthcare coverage both during an employee's active working years and in retirement is a major component of an individual's overall compensation package. The total healthcare claims costs for last fiscal year is \$5,581,215. As our plan year begins July 1 each year, we do not have enough claims data to accurately project what next year's expense will be. Staff will be working with CBIZ to develop projections to be discussed during the budget preparation in the next few months. There are several budgetary items to consider in the upcoming months and years.

The City transitioned health insurance providers to United Health Care on July, 1, 2014. The transition has gone relatively smoothly with no major disruptions. As a result of the transition, the plan is performing well to-date and we are hopeful this trend will continue.

The City's health plan premium rates and design (coverage levels, co-pay levels, deductibles, etc.) are currently determined by existing union contracts. The Affordable Care Act will impact the City with several upcoming provisions. CBIZ will discuss these upcoming ACA provisions in more detail.

- There are several fees that employers are subject to.
- Our level active employee plan offers a benefit that exceeds the coverage of the Federal Platinum plan. This could cause the City to be subject to an excise, or Cadillac tax beginning in 2018. Our retiree plans could also be subject to this tax as well.
- Employees who work an average of 30 hours a week or more may elect to enroll in the healthcare plan. Currently, we offer health insurance only to full time employees.

ROLE OF THE HEALTHCARE COMMITTEE

The healthcare committee reviews the plan performance and discusses matters that could have an impact to the plan or the healthcare fund. Due to union contract language, the committee has the authority to vote to recommend any changes to the plans to Mayor and Council. The healthcare committee consists of the following members:

Karen Paulson, Director of Human Resources (non-voting member)
Michelle Hepburn, Director of Finance (non-voting member)
Susan Delauter, HR Administrator (non-voting member)
Boyd Cook, AFSCME 1540 Representative
George Kearns, AFSCME 1540 Representative
Deanna Pelton, IAFF 1605 Representative
Brian Henry, IAFF 1605 Representative
Tom Bartles, AFSCME 3373 Representative
Tom Kelley, AFSCME 3373 Representative
Tom Brown, IBEW Representative
Vacant Position – Formerly Margie Moats, Non-Union Representative
Steve Ryan, Non-Union Representative
Bill Thompson and Bob Frick, Medicare Eligible Retiree Representatives
Ray Foltz, Under 65 Retiree Representative

No action is required of Mayor and Council at this time. Staff appreciates the opportunity to provide an update to our plans as we approach preparations for the FY16 budget.



Agenda

- ☐ Health Plan Overview
- ☐ Affordable Care Act Requirements
- ☐ July 1, 2014 Changes
- ☐ Areas of Consideration
- ☐ Proposed 2015 Action Items

Health Plan Overview

- ❑ Medical, Pharmacy, and Dental Benefits are Self-funded
 - The City has Specific Stop Loss that limits the health plan expenses to \$225,000 per person per year
 - The City previously discontinued the Aggregate Stop Loss

Plan Year Healthcare Costs			
	7/1/12 - 6/30/13	7/1/13 - 6/30/14	
Medical/Rx Costs			
	\$5,795,753.00	\$5,581,215.00	
Difference From Prior Year	11.50%	-3.70%	
Dental Costs			
	\$375,473.00	\$369,205.00	
Difference From Prior Year	11.50%	-1.70%	

Plan costs include paid claims, administrative fees, and stop loss insurance premiums; costs are gross and have not been reduced by participant contributions.



Affordable Care Act (ACA)

- “Pay or Play” Penalties
 - Employers at risk of penalties if they do not offer affordable coverage that meets a minimum value to full-time employees
- ACA Definition of Full-Time Employees July 1, 2015
 - 30+ hours per week
- Transitional Reinsurance Fee
 - Funding required from all health plans to support the cost of the exchange plans
 - Expected City cost is \$60,000 for 2014 (paid in January 2015), \$42,000 in 2015 and TBD in 2016
- Patient Centered Outcomes Research Fee
 - Roughly \$2,300 (paid in July 2015) in 2015 with incremental increases until 2019. Paid \$1,215 in July 2014.
- Reporting to IRS and Employees to Satisfy Employer and Individual Mandate Requirements
- Excise Tax on High Costs Plans Effective in 2018
 - Estimated tax on City’s active health plan is \$20,000; possible tax on retiree health plan



July 1, 2014 Changes

- ❑ Changed medical/pharmacy vendor to UnitedHealthCare
 - Mirrored prior plan designs with a few variations:
 - Combined medical and pharmacy expenses into a single out-of-pocket maximum (ACA requirement)
 - Eliminated pharmacy plan 50% cost share and increased brand (Tier 2 and 3) copayments
 - Lowered Plus plan deductible for employee only coverage from \$2,000 to \$1,500
 - Enhanced services – NurseLine, Wellness, Online Services including a Cost Calculator
- ❑ Maintained employee/retiree contribution rates
- ❑ Changed Flexible Spending Account, Health Reimbursement Account, and COBRA vendor to Discovery



Areas of Consideration

- ❑ Expanded coverage requirement for employees working 30+hrs/week
 - Required on medical
 - 16 employees could become eligible for health benefits
 - City will need to decide if this should be expanded to other coverages (Dental, Employee Assistance Plan)
- ❑ Health plan costs
 - Annual national trend is increases of 6-8%
 - 2018 excise tax is looming
 - Level plan design remains very rich
 - No change to employee contribution rates since 2010
- ❑ Staff is working with CBIZ to look for opportunities for savings and/or enhancements from ancillary coverages (life, long-term disability, and vision)

Proposed Action Items

TASK	TIMING
Complete Vision Plan RFP	November 2014 – January 2015
Complete Life and Long-Term Disability RFP	November 2014 – January 2015
Seek Mayor & Council Approval on Vendor Changes if Necessary	February 2015
Identify 2015 Health and Dental Rates and Contributions	March 2015

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Draft City Debt Management Policy

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

📎 [Debt_Management_Policy.pdf](#)

Description

Revised City Debt
Policy



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X156

To: Bruce Zimmerman, City Administrator
From: Michelle Hepburn, Director of Finance
Date: November 14, 2014
Subject: Debt Management Policy - DRAFT

The current debt policy was last approved on October 15, 1987. Much has changed since that time and the policy is being revised to incorporate more current financial measurements and limits. The City's Debt Management Policy is vital to the overall fiscal health and financial management of the City. For these reasons, staff has been working on updating the City's Debt Management Policy and a working draft is attached.

Staff will be available for initial Mayor and Council discussion and feedback for this debt policy at the November 18th Work Session. If more time is needed for this policy, staff will bring back for a December Work Session with Mayor and Council approval by December 16, 2014.

CITY OF HAGERSTOWN, MARYLAND
DEBT MANAGEMENT POLICY

PURPOSE:

The City of Hagerstown's Debt Management policy, as approved by Mayor and Council, is designed to provide sound financial management and protect and enhance the City's bond rating. The City's debt management policy represents boundaries within which debt issuance and overall debt management processes will operate. The policy is established to provide direction and guidance for Mayor and Council and City staff to issue long-term debt in a manner that is affordable to our community. Long-term debt can only be issued with approval by Mayor and Council through adoption of required legislation in the form of an ordinance and resolution. Additionally, the City will seek the advice and assistance of independent legal bond counsel and Hagerstown's independent financial advisor to issue debt. Last, the City Administrator and City Director of Finance are responsible for monitoring and analyzing long-term debt levels and apprising Mayor and Council on issues related to Hagerstown's debt management.

DEBT MANAGEMENT POLICY:

The City's Debt Management Policy is as follows:

1. The City shall maintain adequate operating cash to meet future debt service requirements.
2. The City will assure compliance with debt covenant provisions and appropriate disclosure to investors, underwriters, and rating agencies.
3. The City will comply with Federal, State, and City Charter requirements and adhere to Federal arbitrage regulations for all debt issuances.
4. The City may issue bonds for eligible projects after determining there will be sufficient revenue to pay annual debt service expenditures for the bond.
5. The City will limit its long-term borrowing to capital items and projects that cannot be funded from current revenues.
6. The City will not use long-term debt to fund annual operating costs.
7. Capital Projects financed through the issuance of bonds shall not be financed for longer than the average expected useful life of all projects and items included in the bond issue, as well as the amount of each item in the bond issue.
8. When available current operating revenue ("pay-as-you-go") may be used to fund capital items and projects that otherwise would be financed through long-term borrowing.
9. Interest, operating and maintenance expenses will be capitalized only for enterprise or utility fund facilities and will be strictly limited to those expenses incurred prior to actual operation of the facilities.
10. The City will avoid the use of short-term tax anticipation or other short term debt for non-capital purposes except when necessitated by cash flow or other "emergency" situations. Any bond anticipation debt will be retired within 6 months after completion of the project it financed. Continual rollover of short term debt without principal pay down will be avoided.
11. The City will maintain good communications with the bond rating agencies about its financial condition and will follow a policy of full and open disclosure on every financial report and bond prospectus.
12. The City's future funding obligations for OPEB and pensions shall also be considered as long-term debt.
13. Neither Maryland State law nor the City Charter mandates a limit on municipal debt.
14. The City will maintain an average maturity of total City general obligation bonds at or below 25 years.

15. Total tax supported annual debt service expenditures for general long-term debt will not exceed 10% of general fund operating revenues.
16. The City will maintain its general fund tax supported debt at a level not to exceed \$1,000 per capita.
17. The City will maintain all long-term debt at a level not to exceed 10% of the assessed valuation of taxable property.
18. The City can issue GO bonded debt backed by the full, faith, and credit for Enterprise Funds. However, the debt will be structured so that it will be paid by the revenue generated by the applicable Enterprise fund.

Periodic reviews of all outstanding debt will be undertaken by the City's financial advisor to determine refinancing opportunities. Refinancings will be considered, within Federal regulations, under the following conditions:

19. There is a net economic benefit
20. It is needed to modernize covenants that are adversely affecting the City's financial position or operations.
21. The City wants to adjust the principal outstanding in order to achieve future debt service savings, and it has available working capital and budget capacity to do so from other sources.

Mayor and Council and City staff will review this policy at a minimum of every five years and update as necessary.

Approved by: Mayor and Council
December 16, 2014

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Urban Partners Catalyst Project #5 - Trail from City Center to City Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
	A E Trail Presentation.pdf	Presentation - A&E Trail



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 18, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Rodney Tissue, City Engineer *Rob*
RE: Urban Partners Catalyst Project #5
Trail from City Center to City Park

1. Introduction

Staff continues to develop the referenced project, and would like to update the Mayor & Council on various components of the project. This includes our initial Phase I scope-of-work, schedule, and cost estimate; the conceptual design of amenities (completed by our landscape architect Mahan Rykiel); and a master plan of the ultimate project.

2. Mayor & Council Action Requested

No official action is required at this time. We are requesting input on the information that we provide.

3. Discussion

- Mahan Rykiel Conceptual Design – Attached you will find a packet of conceptual information on the project. Staff will review this packet in some detail with the Mayor & Council at the worksession. The packet is comprised of proposed alignments and physical improvements/design opportunities along the length of the trail all based on input from the October 1st public meeting. The packet also includes precedent imagery of possible improvements that could ultimately be made along the trail. The Appendix includes all of the information regarding the public workshop and input that we obtained at the meeting on October 1, 2014.
- Alignment – Phase I includes a trail from Park Circle to Antietam Street. Based on input we received, we plan to use Summit Avenue as the southern alignment to encourage economic development at the adjoining commercial properties. The project stops at Antietam Street for Phase I, and we anticipate a future phase along the District Court and through 43 West Washington Street aligning with the existing walkway to the City Market. Signage can be installed in Phase I encouraging trail users to go to the end destinations, namely to the Washington County Fine Arts Museum and City Market.
- Cost Estimate/Funding – Attached is our initial cost estimate now that the Phase I alignment is established. Based on the intense amount of potential amenities and artwork, this project will have to be funded and constructed over numerous phases. Therefore, Phase I is essentially the basic infrastructure of the trail. The cost estimate for the first phase is \$1,300,000 and includes \$100,000 for basic park development, \$25,000 for some artwork, and no funds for any land acquisitions (see below). The estimate includes the construction of the trail from Park Circle to Antietam Street. North of Antietam Street is not included in the cost estimate. Funding will be \$365,000 from proceeds from the sale of the Army Reserve building, and the balance would be bond proceeds.

- Land Acquisition – Staff has contacted the three private property owners involved in this project, specifically the Herald Mail, the Hagerstown Housing Authority, and Ellsworth Electric, and all are supportive of the project. To-date, no details of land acquisition have been worked out. For some, easements may be the best option, for others, a fee simple conveyance. We do not have any final determination from any of the property owners if they will require any financial remuneration for the land. We are continuing to anticipate that they will donate the property or easements, providing that the City completes all the legal work for the conveyance. We will also need cooperation from Mr. Deming if we make improvements abutting the west side of the “Antietam Paper” building.
- Schedule – Staff continues to work towards a schedule of completing the design documents by the end of March, going out to bid in April 2015, a contract award in May 2015, and substantial completion by mid-September 2015. This is an extremely aggressive schedule. We will endeavor to do our best to meet this schedule.
- Future funding – The trail will only be successful if there are amenities along the trail that make this a destination. Staff feels we need to actively search for funding for the many amenities in the park and artwork of all kinds. We will continue to seek grants as opportunities arise.

Staff will be present on Tuesday to review the package with the Mayor & Council.

Attachments: * Mahan Rykiel design package
 * Cost Estimate

c: Jill Frick
 Kathy Maher
 John Lestitian
 Scott Rykiel, Mahan Rykiel
 Jeff Swan
 Eric Deike
 Mike Spiker
 Chief Mark Holtzman

PHASE I TRAIL PROJECT PRELIMINARY COST ESTIMATE
--

DESCRIPTION	QUANTITY	UNIT COST	EXTENDED COST
Land Acquisition			<i>Not Included</i>
Trail Pavement	30,000 sf	\$10/sf	\$300,000
Relocate Curb	1,100 lf	\$25/lf	\$27,500
Relocate Storm Drain	Allowance		\$50,000
Temporary Traffic Control	Allowance		\$25,000
Temporary Sediment Control	Allowance		\$15,000
Handicap Accessible Ramps	8 ea	\$2,000/ea	\$16,000
Concrete Driveways	Allowance		\$30,000
Hydrant Relocation	1 ea	\$2,500/ea	\$2,500
Gates/Trash Cans/Dog Stations	Allowance		\$15,000
Grading/Demolition	Allowance		\$30,000
Fencing (Relocation and New)	350/lf	\$10/lf	\$3,500
Lighting	Allowance		\$200,000
HPD Cameras	Allowance		\$60,000
Benches/Seating	Allowance		\$10,000
Landscaping (phase I) & seeding	Allowance		\$100,000
Trail signs and markers	Allowance		\$40,000
Landscape Design	Allowance		\$15,000
Park Development (phase I only)			\$100,000
Art (Phase I only)			\$25,000
CSX Approval	Allowance		\$5,000
Mid-Block Crosswalks (concrete crosswalk, no signal)	3 ea	\$20,000	\$60,000
Subtotal			\$1,129,500
Contingency			\$170,500
TOTAL ESTIMATE USE			\$1,300,000

NOTES:

- Based on concept plans, design 20% complete
- Assumes Summit Avenue alignment, no work north of Antietam Street
- *Last revised 11/12/2014*

Potential Hagerstown AE Trail Names

- » Intersection: The Hagerstown Arts Trail
- » Crossroads: The Hagerstown Arts Project
- » Art Junction: Hagerstown
- » Mainline Arts
- » The (Hagerstown) Signal Line
- » In the Streets (“ITS”): The Hagerstown Art Experience (e.g. to be read/spoken as “ITS The Hagerstown Art Experience”)
- » District Arts Walk Gallery (“DAWG”; can be referred to as “Walking the DAWG”)
- » Hagerstown Arts Alley
- » Alley Arts Walk
- » Hagerstown Half Mile
- » Untitled, The Hagerstown Arts Trek
- » Hagerstown Arts Link
- » Hagerstown Cultural Connector
- » Hagerstown Arts Line
- » Arts In Between — Hagerstown
- » Arts on the Way
- » City Arts Walk
- » Arts to the Park
- » Hagerstown Arts Path
- » The Third Line - It’s Electric – The Hagerstown Art Trail/Experience

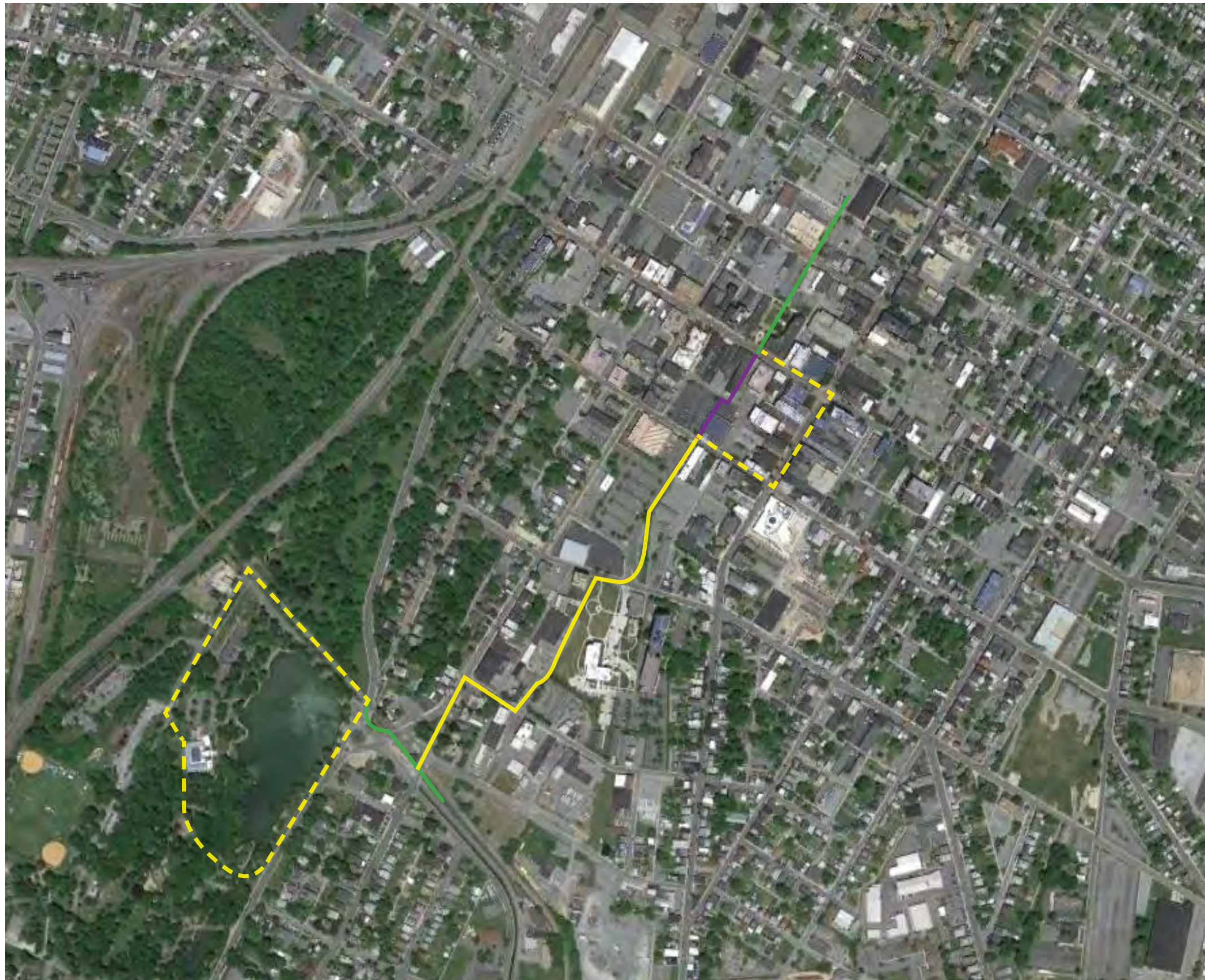
Names supplied by Mahan Rykiel and Associates, November 14, 2014

Arts & Entertainment District to City Park Trail



City of Hagerstown, MD

MAHAN RYKIEL
ASSOCIATES INC
November 18, 2014



KEY:

- PROPOSED PHASE I TRAIL
- - - PROPOSED TRAIL - EXISTING SIDEWALK AND ALLEY CONNECTION
- PROPOSED PHASE II TRAIL ROUTE
- EXISTING MULTI-USE PATH

Potential Trail Extensions/Rerouting

City of Hagerstown A&E Trail

November 6, 2014

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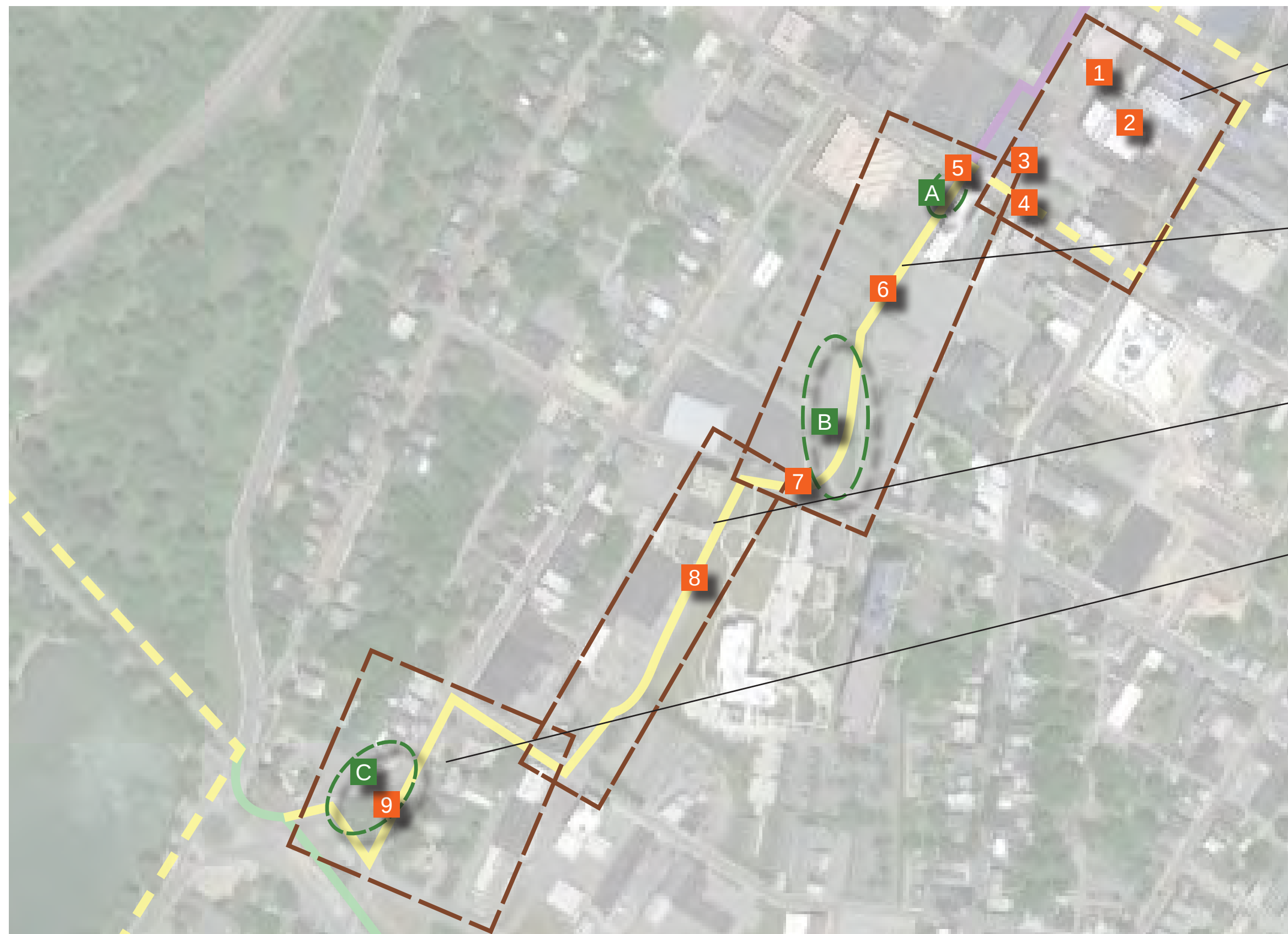


MAHAN RYKIEL
ASSOCIATES INC



Signage/Wayfinding & Art Location Opportunities

City of Hagerstown A&E Trail



Alleys/Theater & Courthouse Area: Opportunity for Continued Arts District Theming as well as Increased Landscape, Graphics/Wayfinding, Lighting: Pedestrian & Accent, Light Pole Banners, Art (Esp. murals or Wall Banners), and Sidewalk Art Displays

Antietam to Baltimore Street: Opportunity for a Green Corridor Theme with a Plaza Gathering Space and Park Area. Incorporate new Landscape and Tree Plantings, Signage, Lighting, Park Amenities, Art/Sculpture Venues, Seating, and Kid Oriented Space Design & Amenities

Baltimore to Lee Street: Opportunity to Continue a Green Corridor with additional Planting, Meander/Vary the Path Layout, Lighting, Signage, (1-2) Seating Niches, and Sculpture/Art to Provide Interest

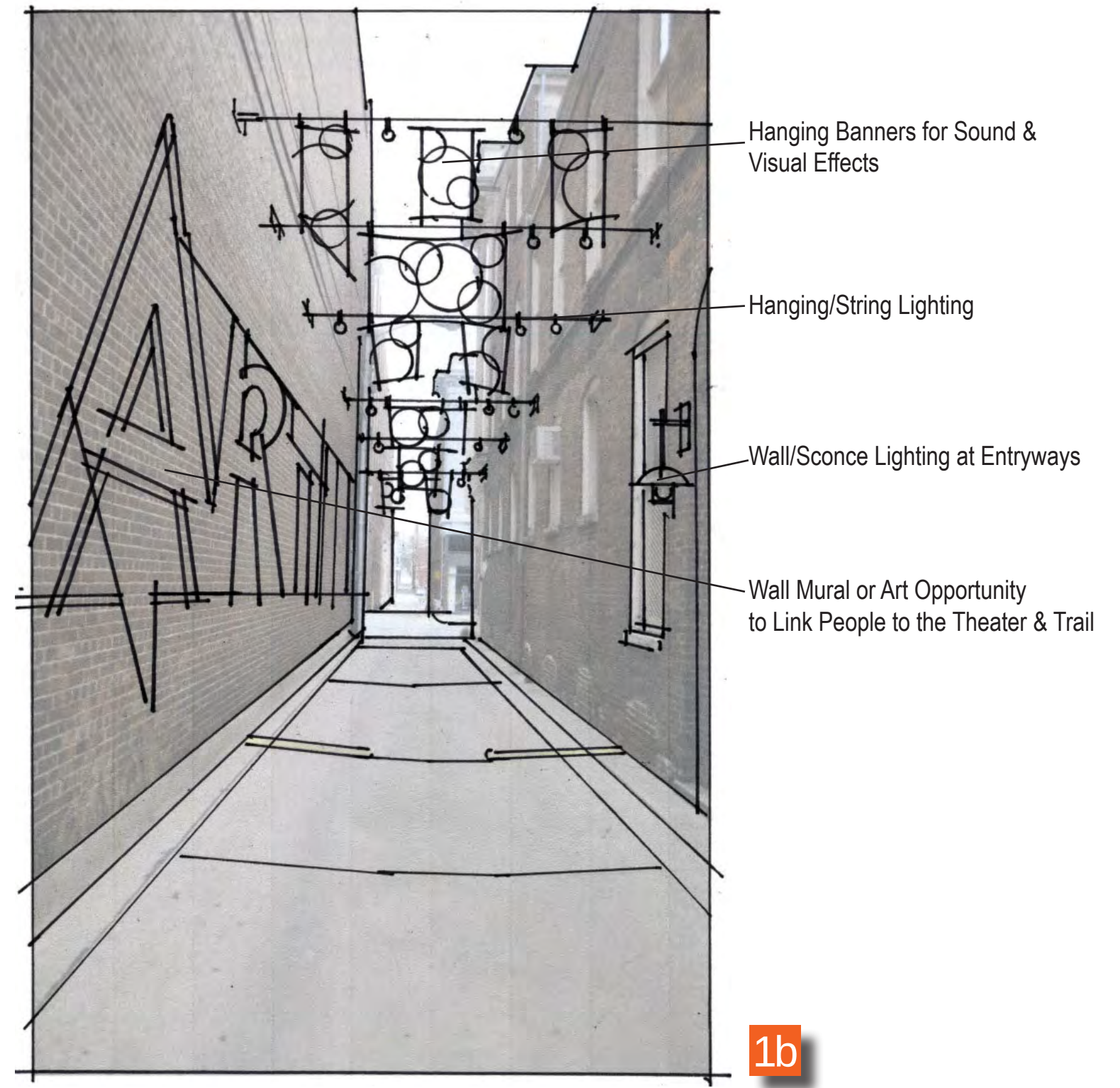
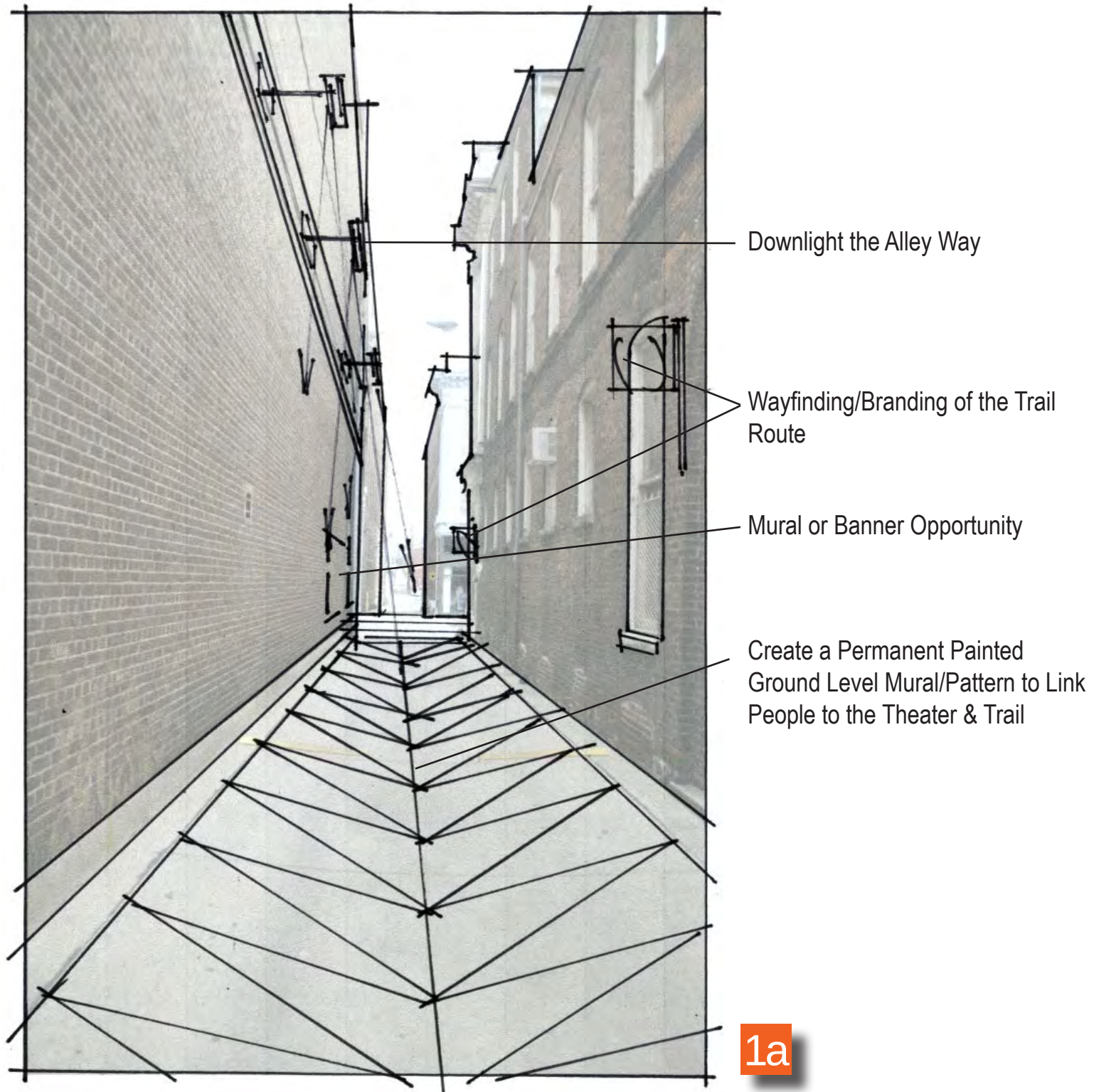
Lee Street to City Park: Offers a Slightly more Urban Theme. There is the Opportunity to Incorporate Interpretive/Historical Resources (Book Mobile) as well as Help Strengthen the Existing Businesses. Incorporate Light Pole Banners, Wayfinding, On Street Bike Lanes, Supplemental Landscape, and Possible Park Improvements along Summit Avenue

KEY:

-  Plan Enlargement Vignettes
-  Sketch Vignettes

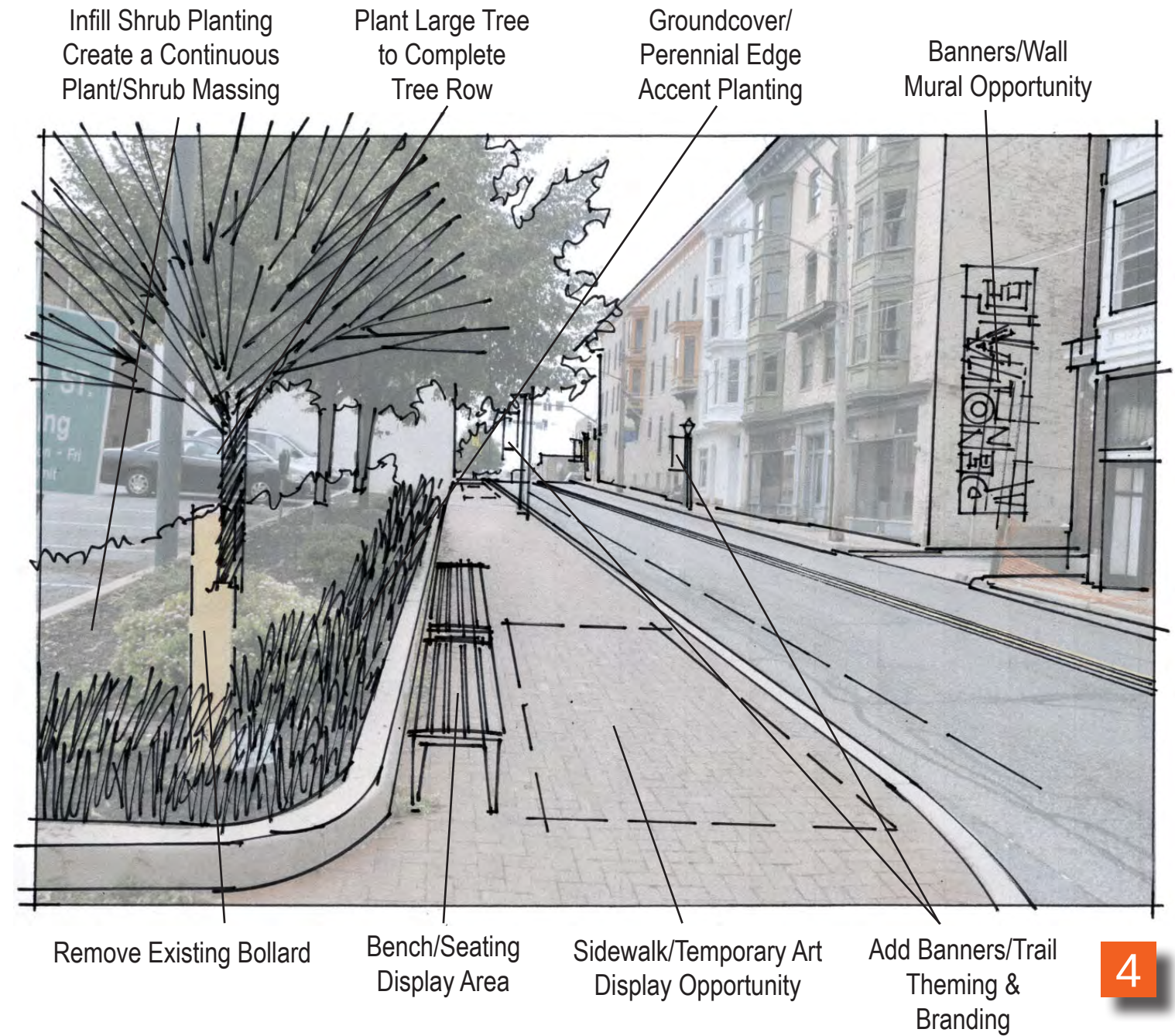
Framework Plan: Physical Improvements

City of Hagerstown A&E Trail



Physical Improvements/Design Opportunities Enhance the Alleyway Connection

City of Hagerstown A&E Trail



Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

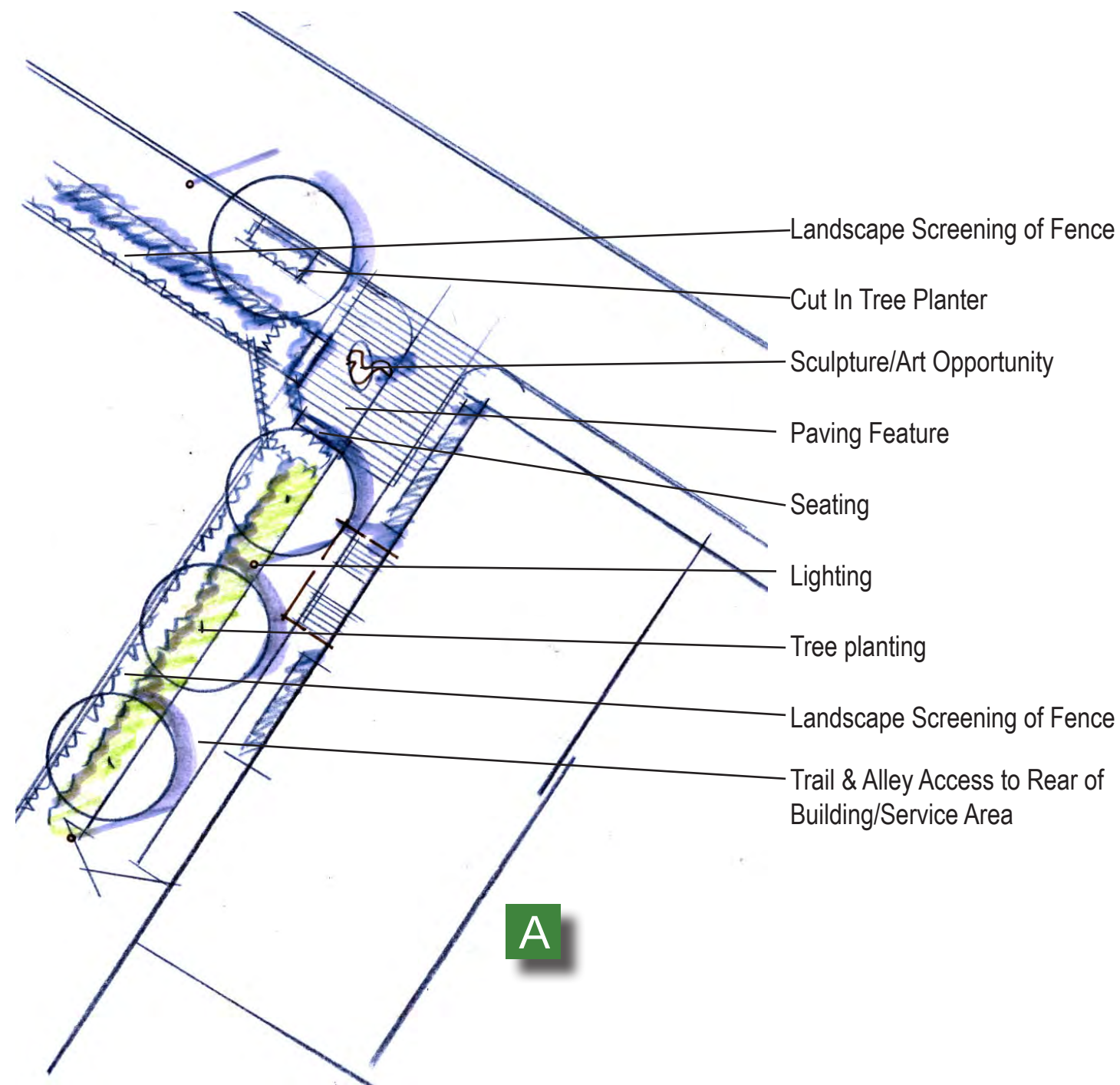
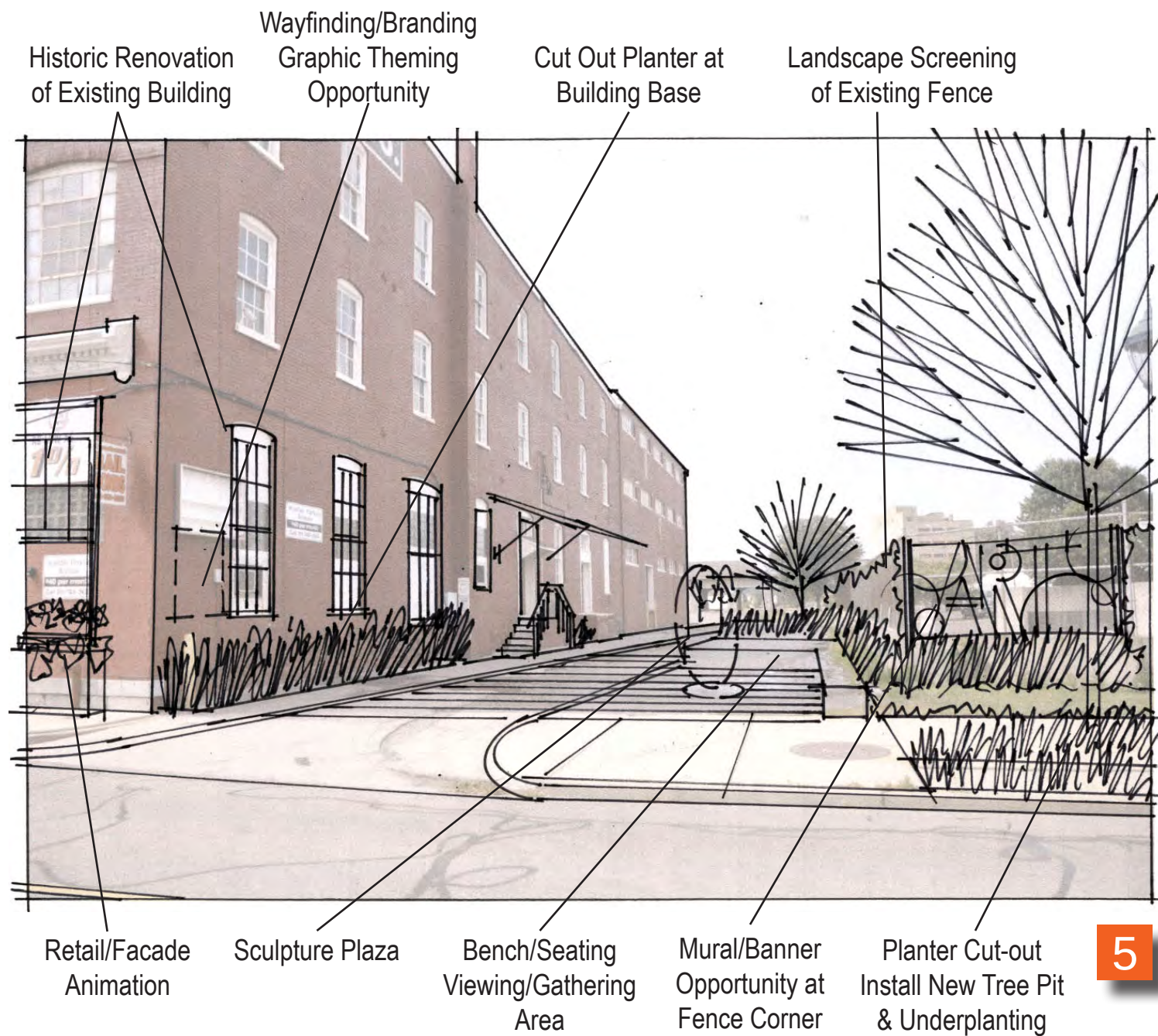
November 6, 2014

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Landscape/Theming Enhancements



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ASSOCIATES INC



Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

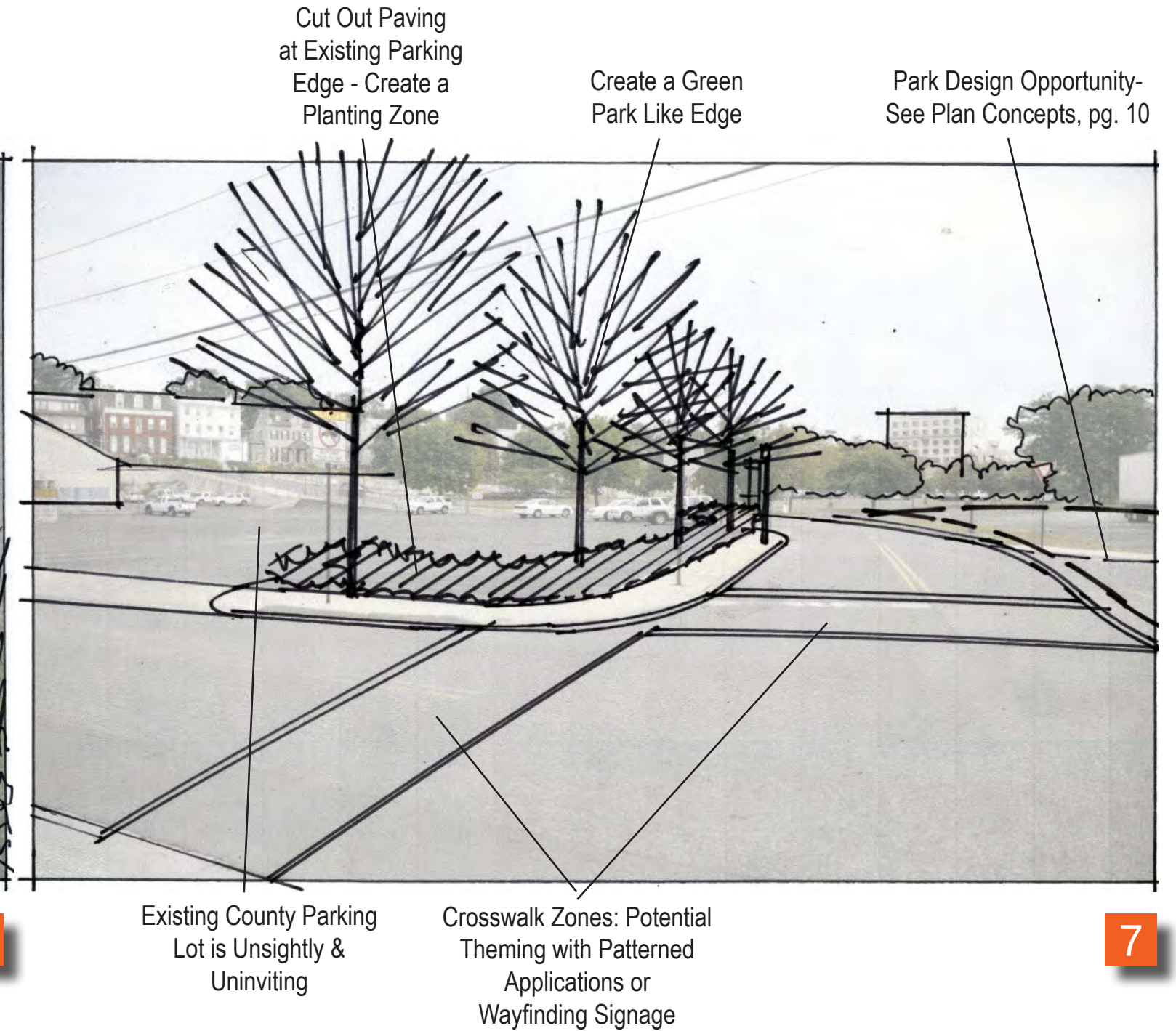
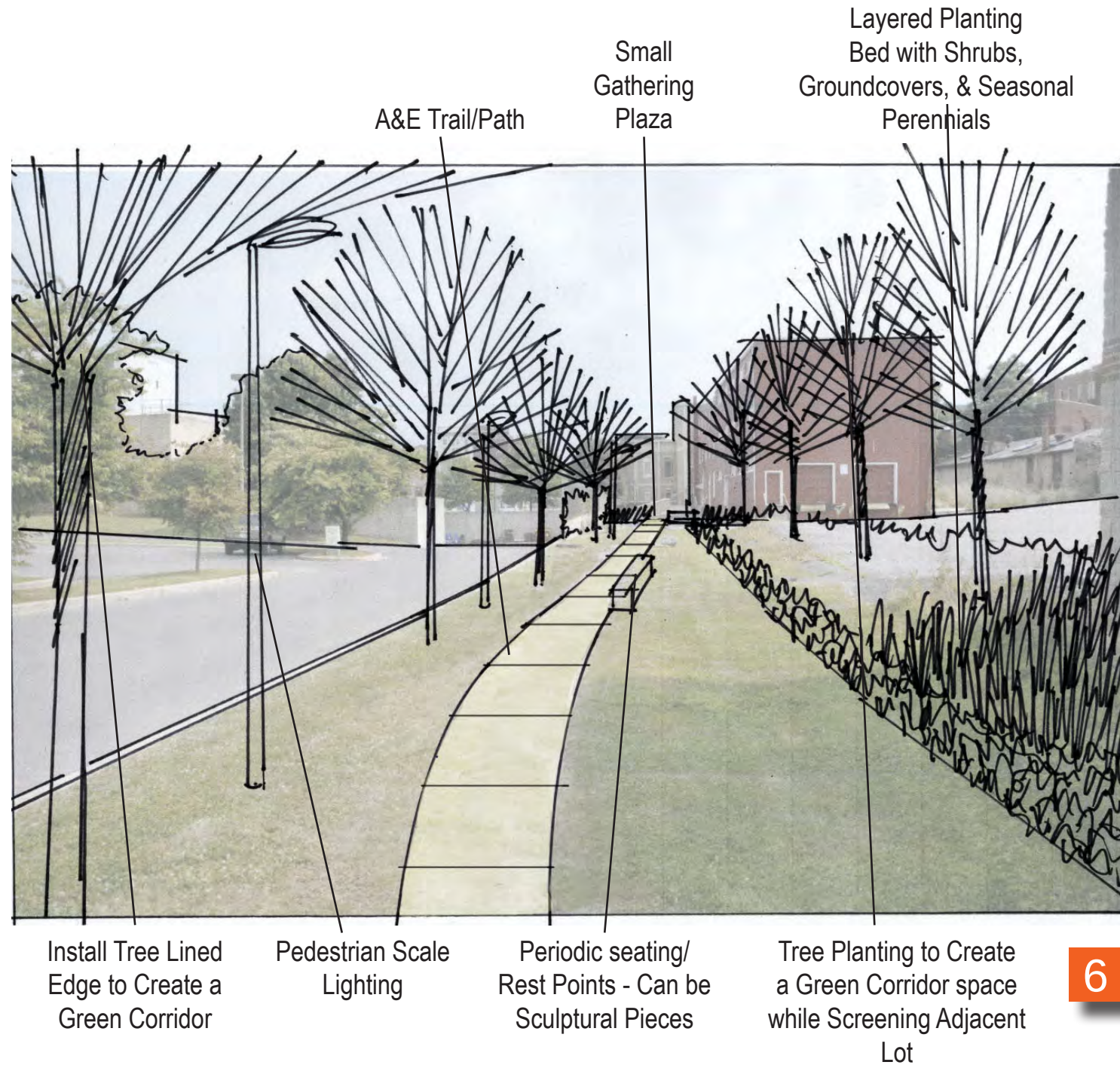
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Create a Public Gathering Space



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ASSOCIATES INC



Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

Landscape/Theming & Gathering Enhancements

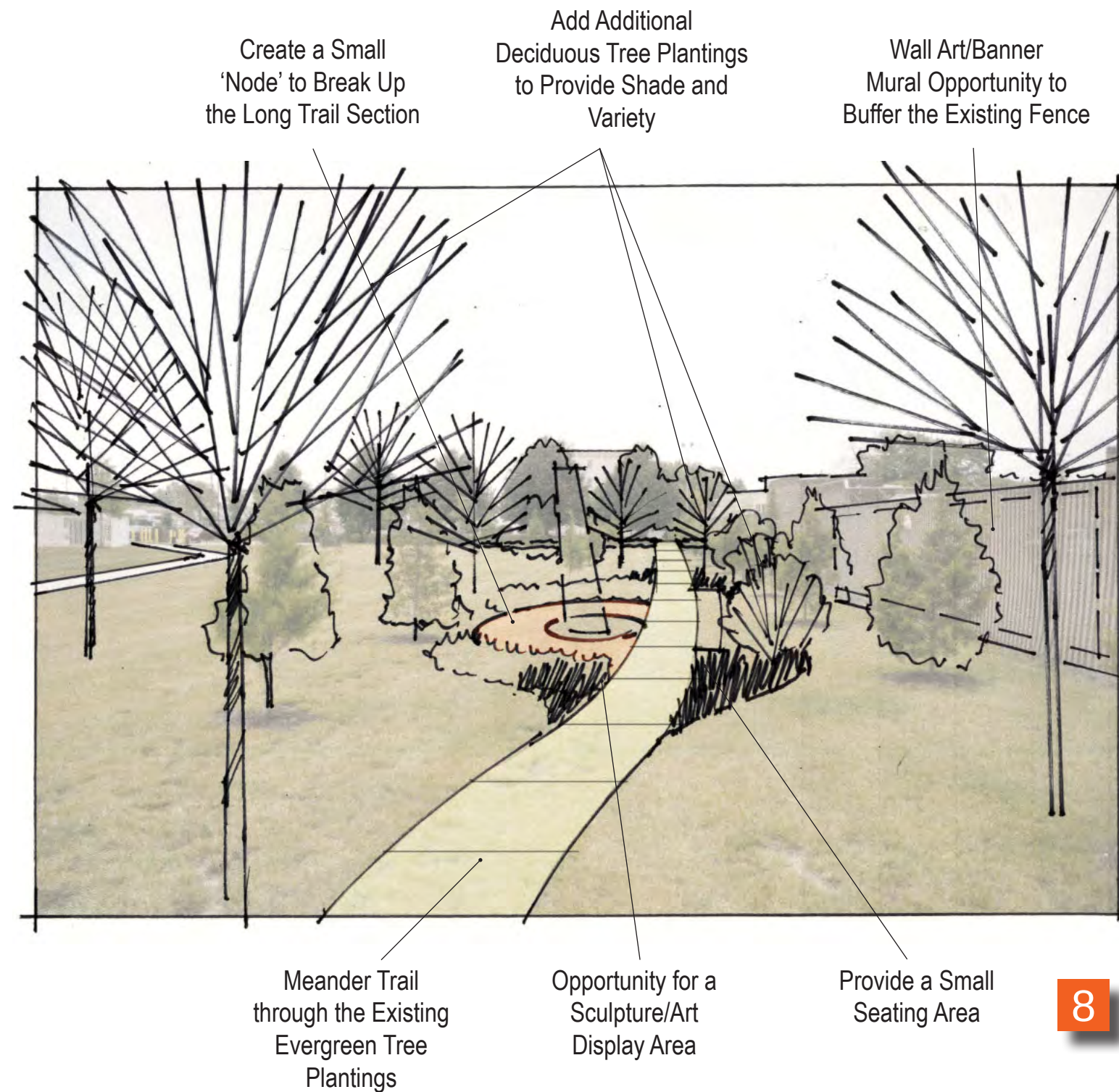


Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

Park Opportunity

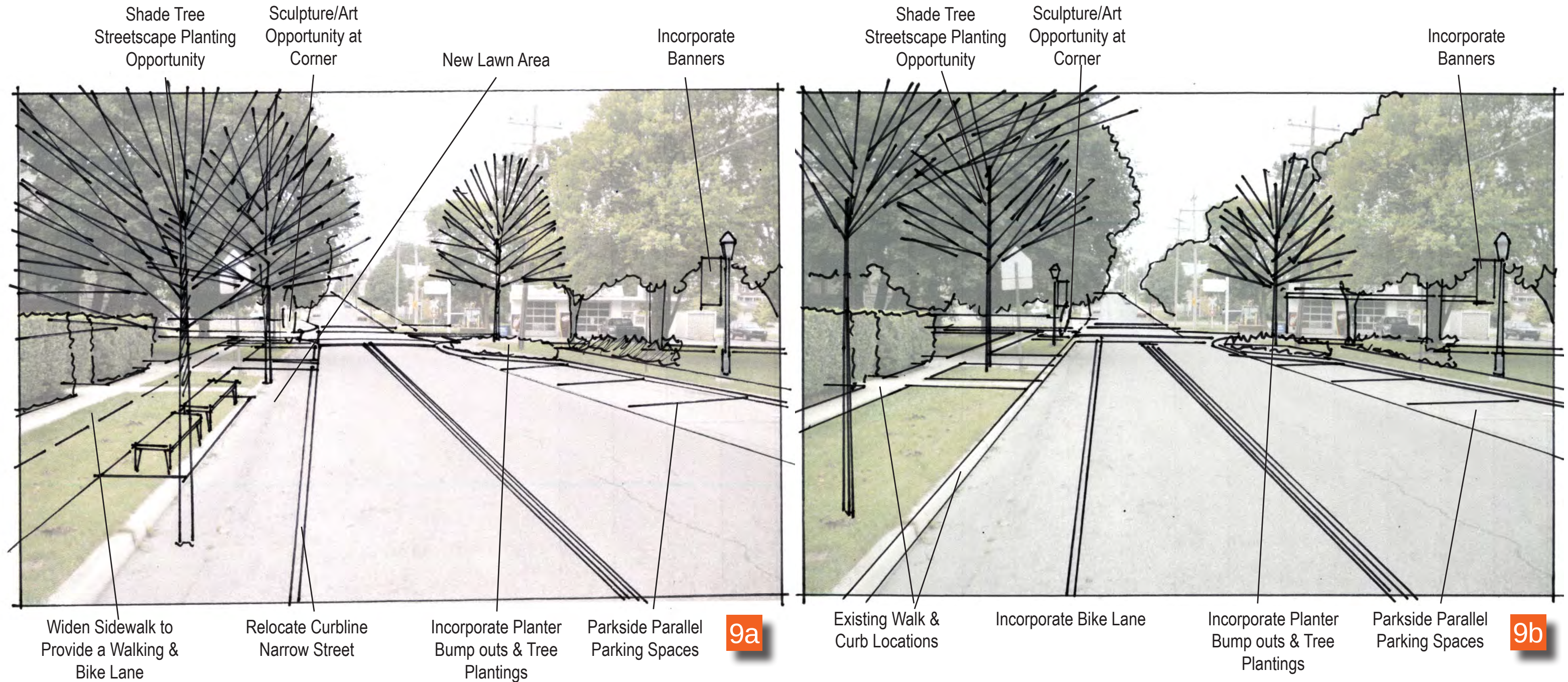




Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

Landscape/Theming & Gathering Enhancements



Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

Landscape/Theming & Gathering Enhancements

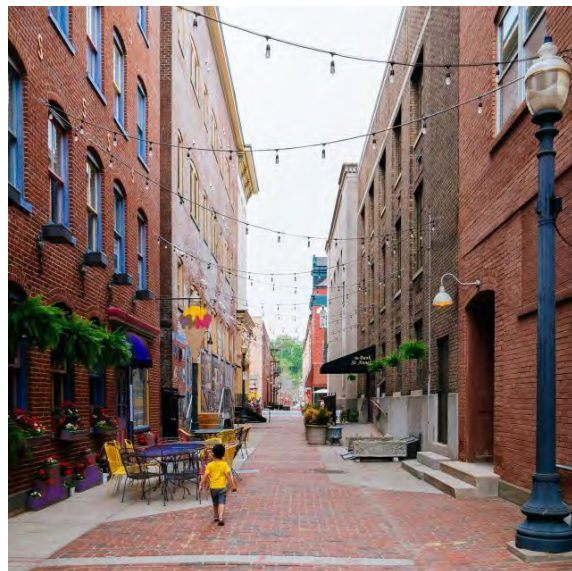
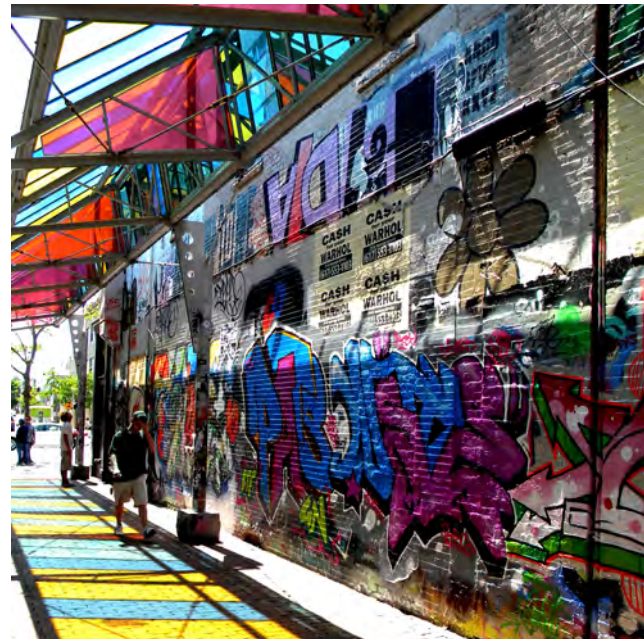


Physical Improvements/Design Opportunities

City of Hagerstown A&E Trail

Park Opportunity





Precedent Imagery - Alleyway Type Treatments

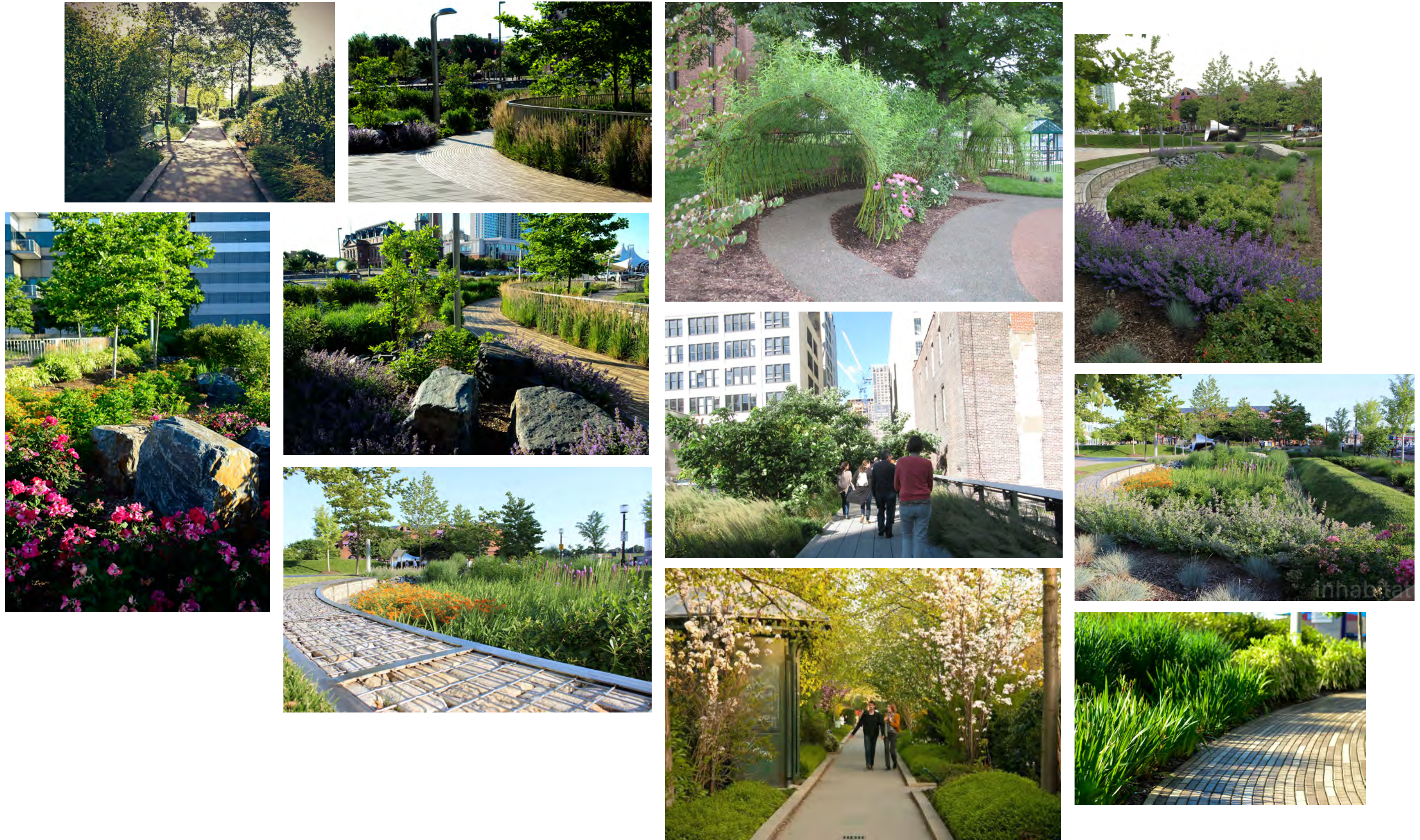
City of Hagerstown A&E Trail

November 6, 2014

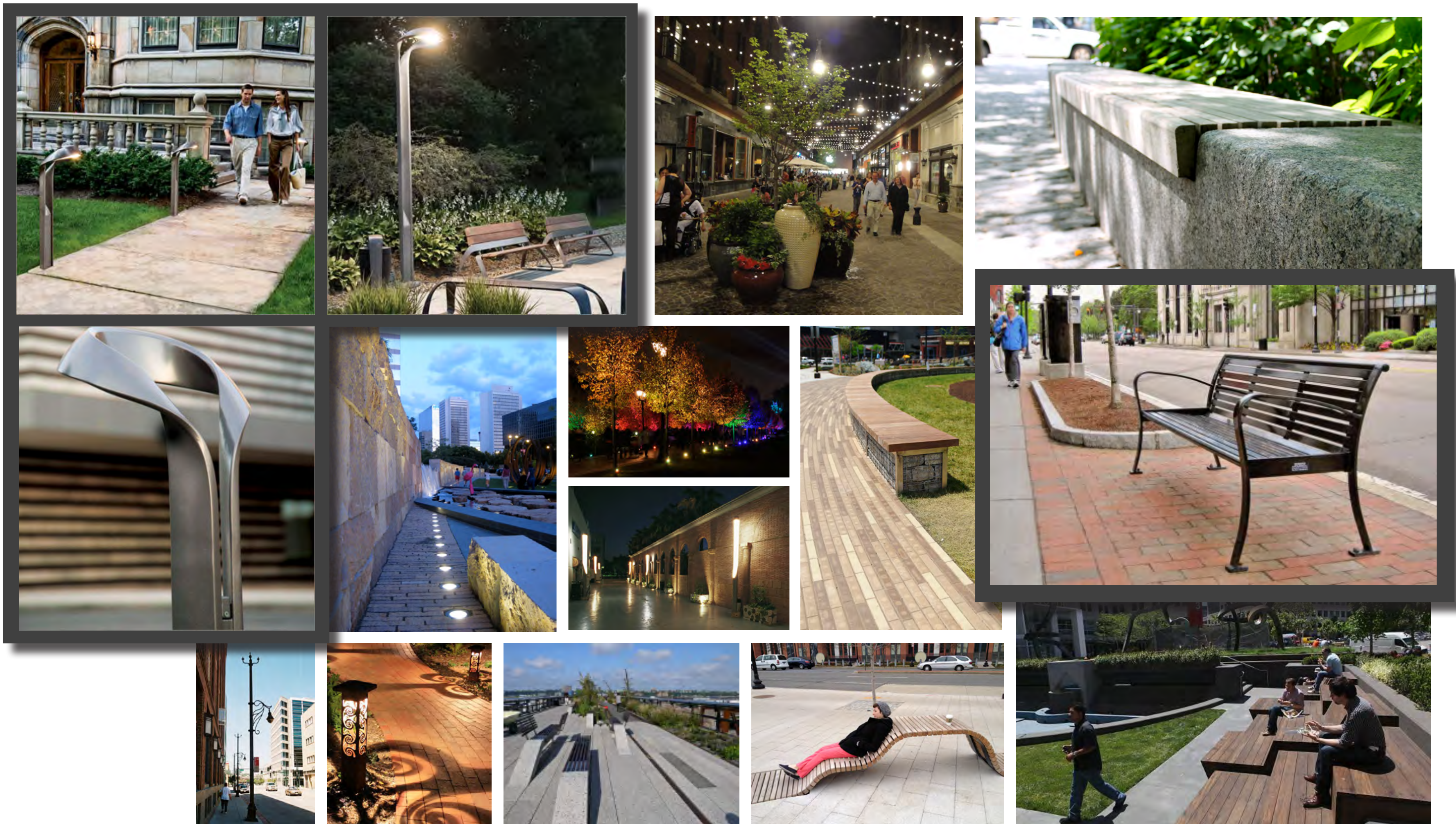
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Precedent Imagery - Landscape City of Hagerstown A&E Trail



Precedent Imagery - Lighting & Seating

City of Hagerstown A&E Trail



Precedent Imagery - Play & Park

City of Hagerstown A&E Trail

November 6, 2014

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Precedent Imagery - Temporary/Exhibit Art

City of Hagerstown A&E Trail

November 6, 2014

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Precedent Imagery - Permanent Art/Murals

City of Hagerstown A&E Trail

November 6, 2014

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Precedent Imagery - Pavement, Signage, & Shade

City of Hagerstown A&E Trail

Arts & Entertainment District to City Park Trail



City of Hagerstown, MD

APPENDIX: Public Workshop & Input Summary

MAHAN RYKIEL
ASSOCIATES INC

October 1, 2014

October 1, 2014

WORKSHOP SUMMARY MINUTES:

A. Rodney Tissue called the meeting to order, welcomed guests, and introduced Mayor Gysberts.

B. Rodney presented a video which discussed New York City's High Line project.

C. The consultant team gave an introductory presentation

- Provided background information regarding the project
- Shared precedent images
- Reviewed feedback received to-date

A. Consultant team facilitated discussions, asking a series of questions relating to perceptions of the current trail spaces, assets, concerns, opportunities, and personal preferences

B. Attendees rotated in groups through a series of “Design Slider” boards, identifying their preference along scales related to various design amenities.

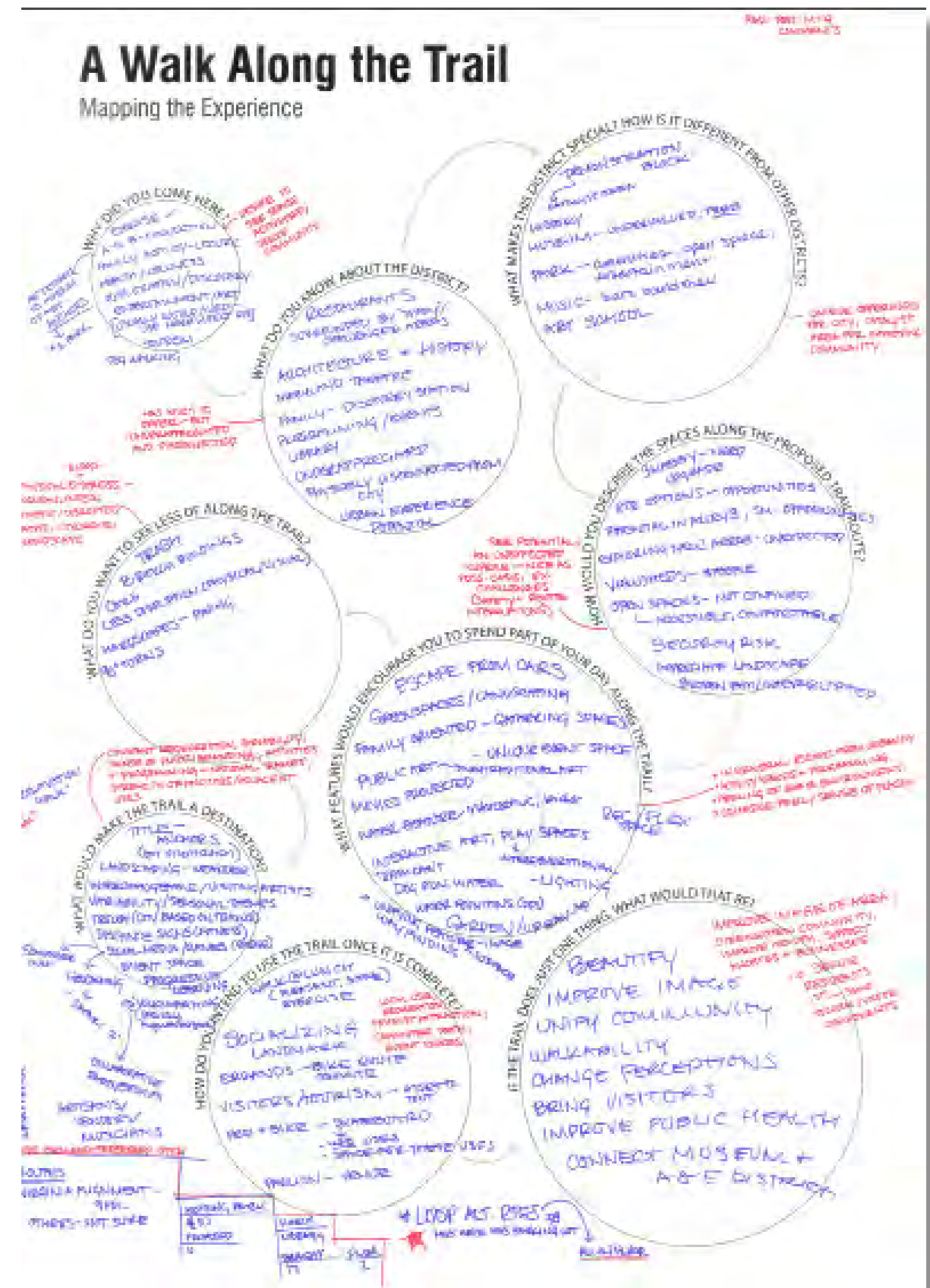
C. The consultant team reviewed the results with the attendees, providing key takeaway points.

D. The consultant team solicited feedback regarding the proposed trail alignments.

- a. Nine attendees in favor of using the Virginia Avenue option at the southern end
- b. 10 attendees interested in seeing the trail connect through the Housing Authority park; six in favor of the alignment as originally proposed.
- c. All in favor of connecting to the library via Antietam Street; 17 support following the trail straight, along the western edge of the District court building and connecting to the Market Walk and University Plaza; two supported a route through the private courtyard between The Plum Restaurant and the Barbara Ingram School for the Arts (rather than the proposed Rochester Place alignment).
- d. All were in favor of using alternate routes at both the north and south ends.
Noted that Market House and City Park have parking lots to accommodate driving visitors.

E. As attendees left the workshop, they were asked to indicate on a map the places where they work, live, and love to visit.

The group was very positive and agreeable. Most saw potential along the route and identified key opportunities for improving the spaces. Common themes include a desire to see activity along the trail (recreational, events, programming), desire for the trail to improve the image of the area and strengthen community, resident, and business health; and desires to see physical improvements to the space that create a cohesive image along the entire trail and to elevate safety of the spaces.



City of Hagerstown A&E Trail

Discussion Activity: A Walk along the Trail

- » What brought attendees to the meeting and this trail: A desire to see the space activated and serving the community
- » What attendees knew about the area: Has much to offer, but is currently underappreciated and disconnected
- » What makes this part of Hagerstown special: Unique assets in the city; area tends to act as a “demonstration block,” a catalyst for revitalization efforts and activities
- » How would attendees describe the current spaces: Saw potential. Offers unexpected surprises, including views/vistas, interesting architecture, exploration opportunities, etc. Nice as a possible oasis. Existing challenges (particularly, safety and route interruptions due to auto traffic).
- » What would encourage attendees to spend time along the trail: In general, offering an escape from urbanity. Variety of activity/recreation spaces, programming. Feeling of safety, safe environment. Cohesive sense of place along trail.
- » What attendees wanted to see less of: Buildings and hardscapes. Physical distress, litter. Chaotic/disrupted pathways
- » How could the trail become a destination: constant regeneration (seasonal shifts, variability, interchangeable art, et al.). Sense of place, branding. Beautifcation. Activities (recreational, fitness) and programming; engage in national “games” and trends (i.e. Geogaching, volksmarching, social media apps and games (earning badges), scavenger hunts, etc.)
- » How the trail will be used: by locals, residents; recreation and fitness; tourist attraction; commuter path; event space(s).
- » If the trail does one thing only, what would that be: enhance the image of the area; strengthen, unify community; improve public health; support anchors and businesses; offer visitor, tourist space

Breakout Activity: Design Sliders

Commercial Uses, from Main Street to Commercial Core

- » Most voted toward middle or more toward a Main Street character
- » Little interest in market stalls; preferred images of “mom’n’pop” style shops with street activity and café seating in public ROW.

Seating Amenities, from Minimalist to Integrated

- » Most voted in the middle or more toward integrated
- » Preferred images of seating the appeared as part of the landscape/hugged the path
- » Interested in elements that were somewhat sculptural

Lighting, from Purely Functional to Decorative

- » Fairly evenly distributed, with slightly more votes toward the decorative end of the spectrum
- » Saw opportunities to use lighting to add a layer of design, art; maintaining classic component, appearance

Signage, from To-the-Point to Bold

- » Heavily voting in the middle
- » Preferred images with bright colors
- » Interest in sculptural appearance but not “over the top”
- » Interest in maintaining a typical pedestrian, upright directional kiosk/pylon style

Planting, from Open to Dense

- » Voting tended either toward the lower middle or at the denser end of the spectrum
- » Preferred images with a mix of greenery and hardscape
- » Aversion to visible mulch

Play Spaces, from Passive to Active

- » Primarily voted more toward active spaces
- » Strong desire for interactive water feature and theater/event space
- » Intersperse passive, contemplation spaces

Shade/Cover, from Scattered to Continuous

- » Difficult to interpret
- » Fairly even distribution along the scale
- » Preference for images of structures that appeared to be well thought out and tailored to the space and context rather than a last minute addition.

Water, from Natural to Public Feature

- » Most voted either at the natural side of the middle, or in a cluster near the public feature element
- » Disinterest in bioswale feature; interest in natural feature only if appeared highly designed, with waterfalls
- » Interest in opportunities to touch, play with water

Public Art, from Community Art to Fine Art

- » Mostly voted in middle
- » Interest in murals, color
- » Interest in small, sculptural pieces but not in overbearing, large-scale sculptures
- » Some interest in more tactical, engaging and interactive art installations

Alley Design, from Quick Improvements to Long-term Enhancements

- » Mostly preferred long-term improvements
- » Interest in pedestrian streets, abundance of activity; visually complex and interesting spaces

Background/Appendix

City of Hagerstown A&E Trail

Survey Item		Responses (1= Poor, 4=Favorable, 0=N/A)														Question Average	Section Average
Character and Condition	[Appearance of trail]	1	2	3	3	1	2	2	1	3	1	3	0	1		1.8	1.8
	[Organization of route]	1	2	2	3	3	3	0	0	3	2	3	0	2		1.8	
	[Surface conditions]	1	2	3	1	3	2	2	2	2	1	3	0	1		1.8	
	[Trail amenities]	1	3	4	2	2	3	2	2	3	1	2	0	2		2.1	
	[Seating opportunities]	1	3	4	2	1	2	2	2	2	1	2	0	2		1.8	
	[Trail lighting]	1	2	2	1	1	2	2	2	3	1	3	0	1		1.6	
	[Signage and clear pathways]	1	2	2	1	1	2	2	2	2	1	2	0	1		1.5	
	[Safety of spaces]	1	2	2	1	2	2	2	1	3	1	3	0	2		1.7	
Connectivity and Context	[Visibility of trail]	1	2	2	3	3	2	3	3	1	2	4	0	2		2.2	2.5
	[Accessibility of trail]	1	2	4	3	3	3	3	3	2	3	4	0	3		2.6	
	[Location of route]	1	3	3	4	3	3	3	3	3	4	3	0	3		2.8	
	[Land uses surrounding the trail]	1	3	4	3	3	3	3	2	3	2	2	0	2		2.4	
	[Context of the trail within the City]	1	3	4	3	3	3	3	2	3	2	0	0	4		2.4	
Potential Use and Value	[Potential as location for events, programs]	4	3	3	4	3	3	3	4	4	3	2	4	3		3.3	3.3
	[Inviting as a destination]	3	3	2	3	4	3	3	4	4	4	2	4	4		3.3	
	[Historic value of the space]	2	3	2	3	4	3	4	4	3	2	4	4	3		3.2	
	[Civic value of the space]	4	4	4	4	4	3	4	4	3	3	0	4	3		3.4	

Character and Condition

Average rating: 1.8 out of 4

Generally, opinions were unfavorable—particularly in terms of signage, visibility, and safety. The poorest perceived characteristic was the existence (rather, lack thereof) signage. Individuals favorably viewed trail amenities.

Connectivity and Context

Average Rating: 2.5 out of 4

Generally, perceptions leaned toward unfavorable, but were mostly neutral. Respondents had lowest opinions of the trail's current visibility; highest opinions of the location of the route.

Potential Use and Value

Average Rating: 3.3 out of 4

Generally, opinions were favorable. The lowest opinion was of the potential historical value of the space, while the highest opinion was of the potential civic value of the space.

Input: Open-Ended Responses

Potential Partners:

- » Library
- » Western Maryland Historical Library: <http://whilbr.org/>
- » Washington County Museum of Fine Arts (Rebecca Massie Lane; 301-739-5727)
- » Future Farmers of America
- » Ag Center
- » Discovery Station (interactive educational elements) <http://www.discoverystation.org/>
- » Community (engage in design, solicit input and voting for designs)
- » Non-profits (various)
- » Downtown Movement: <http://www.downtownmovement.org/>
- » Local businesses (merchant association?)
- » Herald Mail
- » Housing Authority
- » Private property owners
- » Rails to Trails (Toolbox: <http://www.railstotrails.org/ourWork/trailBuilding/toolbox/index.html>)

Potential Funding/Grants:

- » Rails to Trails: <http://www.railstotrails.org/index.html>
- » Maryland Heritage Areas Program: <http://www.railstotrails.org/index.html>
- » Reach out to Highline (Rebecca Massie Lane has a potential mutual contact?)
- » Maryland Scenic Byways Program: <http://www.marylandroads.com/Index.aspx?PageId=567>
- » SHA Recreational Trails Program: <http://www.sha.maryland.gov/Index.aspx?PageId=98>
- » Music Swing

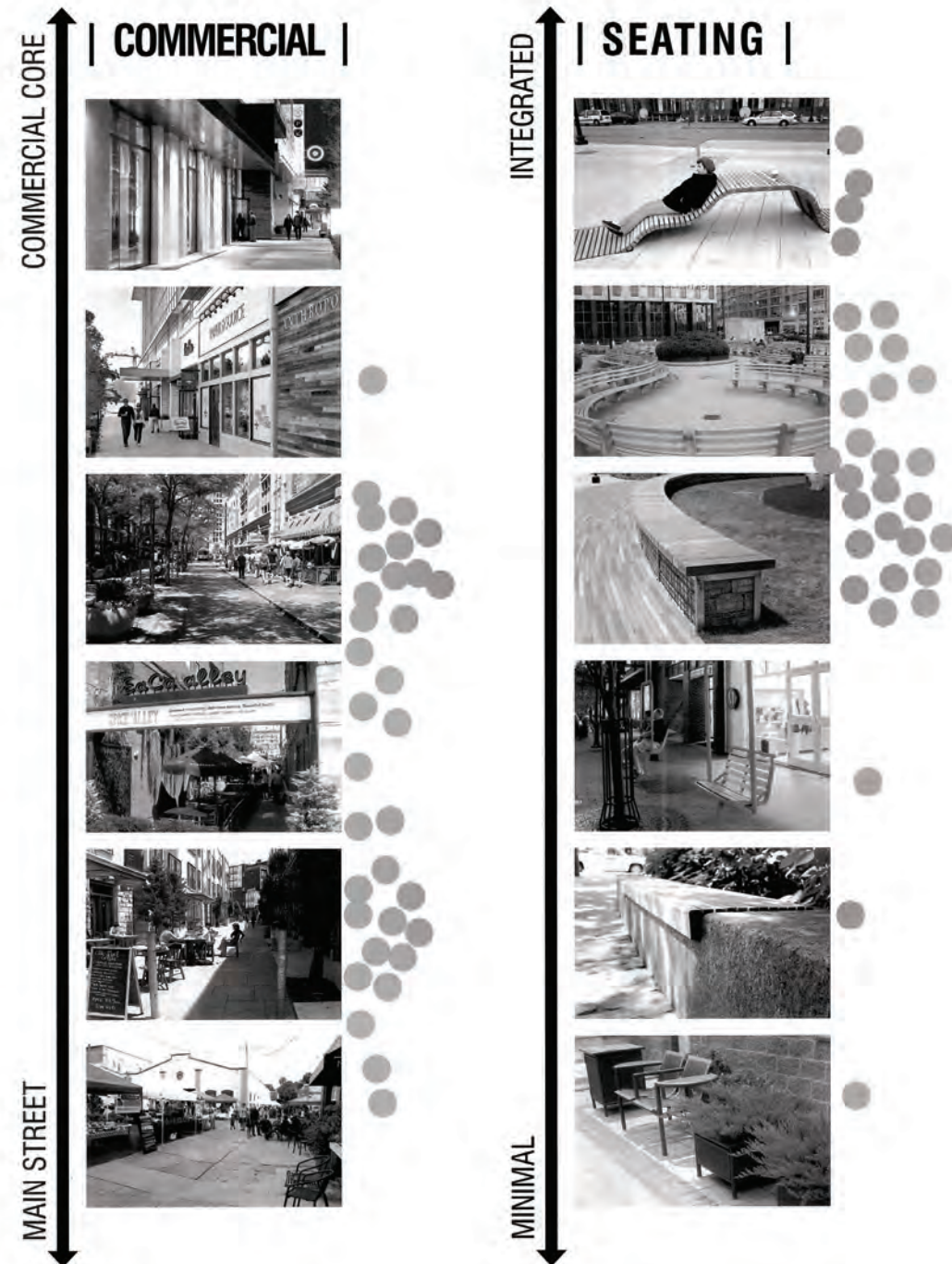
Background/Appendix

City of Hagerstown A&E Trail



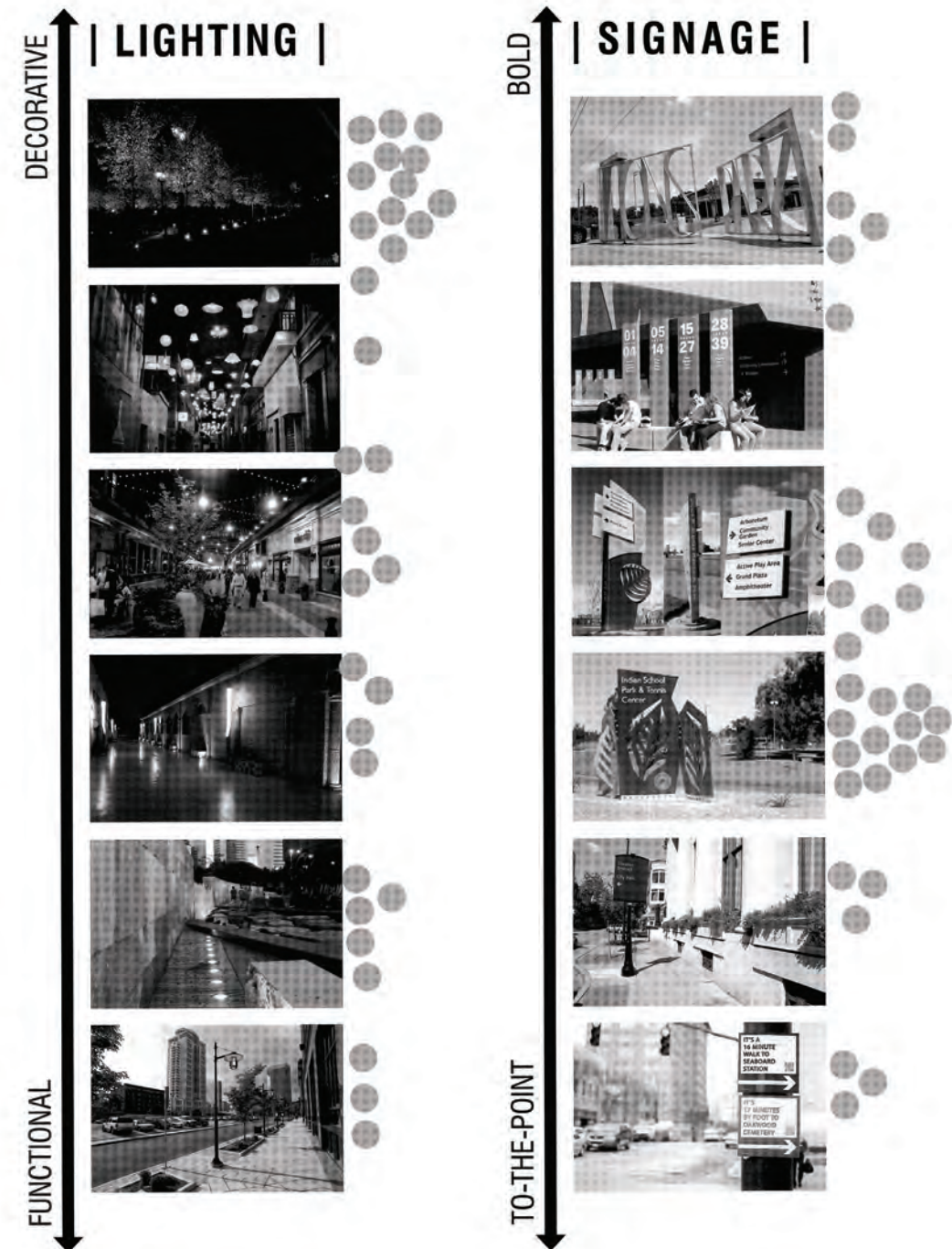
Design Sliders

WHERE DO YOU LAND?



Design Sliders

WHERE DO YOU LAND?

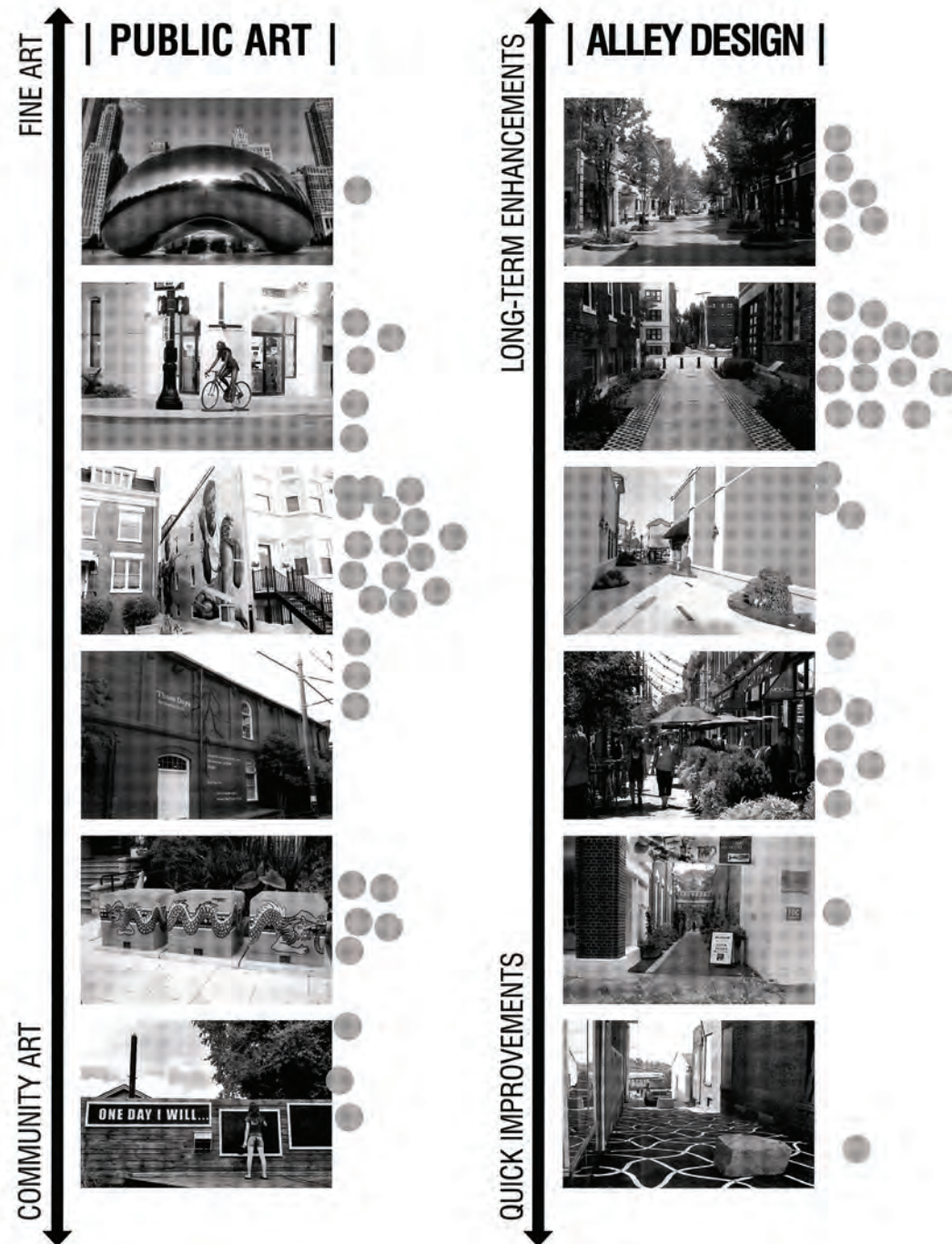


Background/Appendix

City of Hagerstown A&E Trail

Design Sliders

WHERE DO YOU LAND?



Design Sliders

WHERE DO YOU LAND?



Background/Appendix

City of Hagerstown A&E Trail

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Break

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Parks & Recreation Initiatives/HEAL Cities & Towns for the Mid-Atlantic Campaign

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

▯ [PR Memo HEAL Resolution.pdf](#)

Description

Active Cities/Hub City
100 Miler/On-Line
Registration



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 13, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Amy Riley, Recreation Coordinator *ARR*

SUBJECT: Parks & Recreation Initiatives/HEAL Cities & Towns for the Mid-Atlantic Campaign

The Parks and Recreation Division is taking integral steps in the development of a more active, physically fit, and healthier community, and would like to raise awareness of the following programs and initiatives.

Active Network

The Parks and Recreation Division is now operating under new Parks and Recreation Management software through the Active Network. The goal of the software is to make pavilion, facility rentals, and activity registration easier for customers and staff. Features include:

- Facility Scheduling Software – simplifies park facility scheduling for customers and staff. When it's easier to book a pavilion or the band shell, we are more likely to fill our facilities with rentals. We allow reservations up to six months in advance.
- Online Access – meeting the digital needs of our customers by allowing them to manage their own accounts and completing transactions online. Customers can sign up and pay for a recreation program like the Hub City 100 Miler and book a pavilion at the same time.
- Point of Sale – this software provides enhanced staff and customer support by making the transaction process easier, while providing real-time reporting and inventorying of items at the Golf Pro Shop, Potterfield Pool and Jonathan Hager House.
- Reporting – Active Net allows us to access data from our operations all in one place, so it's easier to find trends, improve marketing and make better decisions through reporting.

We encourage people to check out the "Parks & Recreation" page of the City's website to reserve facilities or register for activities.

2015 Hub City 100 Miler

Registration for the 2nd Annual Hub City 100 Miler kicks-off on Friday, November 28 and continues through January 7, 2015. 650 participants registered in 2014 with the goal to reach 100 miles (or more) in 100 days. With the help of our new Active Net software, and the support of our community sponsors/partners FedEx, HEAL of Washington County, Washington County Health Dept, and Mercury Endurance, we hope to increase participation and make a true impact on the lives and health of our residents. We are seeking additional community partners to help us broaden our reach to new Milers!

Parks and Recreation Division

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division

1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301-733.2214

2015 Winter Yoga Programs

The golf course clubhouse will serve as an indoor recreation location during the January and February months when the course is closed for winter. We are currently seeking instructors in the community to teach a variety of classes for us in these months (and throughout the 2015 program year). Currently, we have 3 new yoga programs scheduled, including an 8-week Yoga for Weight Loss Series, and two, special one-day programs – Partners Yoga and Glow Flow Yoga. Program information will be available soon on the Active Network.

Staff is working on plans to develop an indoor recreation space in the former grandstand building in Fairgrounds Park that will help us to have four-season programs.

Grant from Washington County Health Department

Recreation will be a recipient of a \$10,000 grant from the Washington County Health Department to be used in the promotion of healthy lifestyles. Grant monies will be used to promote programs like the Hub City 100 Miler that increase physical activity over the next nine months.

HEAL Cities and Towns Campaign

In follow-up to the Maryland Municipal League Conference held in June 2014, the Recreation Division has been working with the Mid-Atlantic HEAL (Healthy Eating Active Living) organization to recognize our municipality's commitment to putting healthy lifestyles within reach of our residents. All of the work outlined above contributes to our commitment of a healthier Hagerstown, along with the recognition of all the work we are currently doing with the help of other departments and initiatives in the City.

If the Mayor & Council wish to move forward with recognizing and adopting policies for Healthy Eating Active Living in the City of Hagerstown, then at the next regular session on November 25, the City Council would pass the attached resolution stating our intent to adopt the Mid-Atlantic HEAL Cities & Towns Campaign, with the end result of reaching an improved quality of life for our residents through active lifestyles and the creation of a more attractive destination where people want to spend time and money.

Attachments: Active Net Home Page Screenshot – activecommunities.com/hagerstownparksandrec
Hub City 100 Miler Event Flyer
Mid-Atlantic HEAL Cities & Towns Resolution

Cc: Rodney Tissue
Junior Mason



Join the Fun!

City of Hagerstown Parks & Recreation. We are proud to offer a wide range of activities and events for the whole family!

Sign In

Or Create an Account

Search

Activities Search for Activities by Keyword(s)

How do I register in activities? >

To register or view upcoming activities, please click the View Activities button! View and select the activity you would like to register for.



How do I reserve facilities? >

To reserve a facility you will need to obtain a Login Name and Password and then click the Reserve button. You will be asked to select an event type, submit a description and input a maximum number of guests. Search for your facility by Facility Type and select the facility you wish to reserve.



Hub City 100 Miler

100 MILES IN 100 DAYS

WALK, RUN, BIKE,
DANCE, SKI, YOGA
YOUR WAY INTO...

2015

HOW IT WORKS:

- Make it your New Year's Resolution – register for the challenge by January 7.
- Track your own miles – the goal is one mile a day for 100 days.
- Generate an ACTIVE and HEALTHY lifestyle change while having FUN!
- 20 minutes of physical activity counts as one mile or simply walk or run a mile. It all counts!

— WEEKLY PRIZES —

Fitness Sessions, Gift Cards, Golf & Swim Passes, Dance Classes
and more!

— GRAND PRIZES —

Specialized Vita Sport Women's Multi-Use Bike
Specialized Sirrus Sport Men's Multi-Use Bike

*Retail Value of \$620
Weekly Prizes through April 16, 2015

FedEx
Ground



\$10 without t-shirt, \$20 with t-shirt
hagerstownmd.org/hubcity100

ariley@hagerstownmd.org
301-739-8577 x 180



PARKS & RECREATION
CITY OF HAGERSTOWN



RESOLUTION NO. R-14-42 SETTING FORTH CITY OF HAGERSTOWN'S COMMITMENT TO OBESITY PREVENTION

Preamble

WHEREAS, in January 2013, the Maryland Municipal League entered into a memorandum of understanding with the Institute for Public Health Innovation to work collaboratively on the HEAL Cities & Towns Campaign for the Mid-Atlantic; and

WHEREAS, the City/Town has the ability to affect the health of its residents; and

WHEREAS, planning and constructing a built environment that encourages walking, biking, and other forms of physical activity can promote health; and

WHEREAS, high rates of costly chronic disease among both children and adults are correlated to environments with few or no options for healthy eating and active living; and

WHEREAS, more than half of Maryland's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, and, hypertension; and

WHEREAS, one in three youth in Maryland is overweight or obese; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and

WHEREAS, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, obesity takes a tremendous toll on the health, productivity of all Marylanders;

WHEREAS, the annual cost to Maryland—in medical bills, workers compensation and lost productivity—for overweight, obesity, and physical inactivity exceeds \$3 billion;

WHEREAS, teens and adults who consume one or more sodas or sugar sweetened beverages per day are more likely to be overweight or obese;

WHEREAS, supporting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity; and

WHEREAS, The Parks and Recreation Division is taking integral steps in the development of a more active, physically fit, and healthier community, and would like to recognize the following programs in parts A, B, and C below;

NOW, THEREFORE, LET IT BE RESOLVED that the City of Hagerstown Mayor & Council hereby recognized that obesity is a serious public health threat to the health and wellbeing of adults, children and families in the City of Hagerstown and a commitment is needed to put healthy choices within reach of all residents. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are

needed to support individual efforts to make healthier choices. To that end, the City of Hagerstown adopts this Healthy Eating Active Living resolution:

A. Physical Activity, Active Transportation, and Land Use

BE IT FURTHER RESOLVED that the City of Hagerstown planners, engineers, parks and recreation division, community economic and redevelopment personnel responsible for the design and construction of parks, neighborhoods, streets, and business areas should make every effort to:

- Design Streets/Roads to be safe for all users (motorists, bicycles, pedestrians, handicapped) by adopting a Complete Streets policy that serves not only motorists but also those walking, bicycling, and taking transit,
- Continue to improve the community for bicycling and work toward a higher level of certification as a Bicycle Friendly Community by the League of American Bicyclists,
- Increase access to facilities by utilizing our thirteen 'User Agreements' on existing facilities to maximize use of the facilities,
- Use the City's Land Management Code that there should be connectivity of the street network within a new development and surrounding area, open space requirement for new residential subdivisions, and a requirement for an amenities plan for new multi-family residential development within our mixed-use districts,
- Create partnerships with the Health Department and local HEAL of Washington County that will serve to help identify recommendations for the City to follow,
- Engage the public while developing the Community's City Center Plan and the design of the Arts & Entertainment Trail. The City's MindMixer feature, engageHagerstown, posts queries on various topics to spark community engagement,
- Develop and increase the number of recreation programs that we offer throughout the course of each calendar year that serve to encourage fitness and well-being.

B. Access to Affordable Nutritious Foods

BE IT FURTHER RESOLVED that City of Hagerstown planners, community economic personnel responsible for the design and of parks, neighborhoods, streets, and business areas, should make every effort to:

- Develop and sustain a Community Garden in the City Center,
- Expand the Farmers' Markets per the Urban Partners plan. The Community's City Center Plan outlines a strategy to expand the hours of operation of the City Farmer's Market and to transfer the market to private management. The goal is to make the market more of a destination for grocery shopping for downtown residents and as a venue for acquiring locally grown products for the restaurants.

C. Municipal Workplace Wellness

BE IT FURTHER RESOLVED that in order to promote wellness within the City of Hagerstown, and to set an example for other businesses, City of Hagerstown pledges to implement a workplace wellness policy that will:

- Promote healthier lifestyle choices to lower health risk factors, improve well-being, and maintain a productive, active work force.

Implementation

BE IT FURTHER RESOLVED that the Recreation Coordinator will report back to the City of Hagerstown Mayor & Council annually regarding steps taken to implement the Resolution, additional steps planned, and any desired actions that would need to be taken by the Council.

BE IT FURTHER RESOLVED that the City of Hagerstown Staff shall work with HEAL Cities & Towns Campaign for the Mid-Atlantic Staff to explore HEAL policies and to identify those policies that are suitable for the City of Hagerstown's unique local circumstances.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Program Open Space (POS) Annual Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Mayor & Council Goals and Priorities 2015-2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
📎	Goals and Priorities 2015-2016 Memo.pdf	Goals and Priorities Memo
📎	Goals and Priorities 2015 - 2016.pdf	Goals and Priorities Chart



CITY OF HAGERSTOWN, MARYLAND

Technology & Support Services -- Scott Nicewarner, Director
1 E. Franklin St., Hagerstown, MD 301-766-4071

November 12, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Scott Nicewarner, Director of Technology & Support Services *SN*
Erin Wolfe, Communications Manager *ECW*

RE: Mayor & Council Goals & Priorities for 2015 through 2016

Staff, in consultation with the Mayor and Department Heads, have developed a listing of goals and priorities to guide our collective efforts for the community through the end of this administration's term in 2016. These priorities are listed under seven "pillar" goals derived from the M&C's Mission and Vision statement approved by the elected body in 2012, including:

- **Economic Development**
- **Public Facilities and Infrastructure**
- **Citizen-Based Government**
- **Neighborhoods**
- **Active / Healthy Living**
- **Public Safety**
- **Innovative / Progressive Government**

In an effort to promote community engagement and share these goals and priorities, there will be a public meeting preliminarily scheduled for Thursday, December 11 at the Washington County Free Library. The Mayor would present this information at the public meeting.

The goals and priorities will be presented on Tuesday, November 18 for discussion and modification, if necessary, with the ultimate outcome being a document that can be shared with the community on December 11.

CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
MISSION: Providing the most efficient and highest quality services as the municipal location of choice for all customers.

ECONOMIC DEVELOPMENT

The City of Hagerstown has a diverse, business-friendly economy that supports the community's needs.

- Build a public-private partnership to provide **high-speed broadband** in excess of 1Gb to attract high-tech business to the City.
- Implement the **Main Street Maryland Program** to enhance collaboration among diverse partners who support the downtown.
- Implement the **Community's City Center Plan** to promote economic development and strong neighborhoods in our core.
 - **Catalyst Project #1** - Select a developer to construct new Class-A offices on the Central Parking Lot.
 - **Catalyst Project #2** - Work with public and private partners to support the expansion of Maryland Theatre programming and facilities.
 - **Catalyst Project #3** - Work in support of USMH to expand academic program offerings and facilities, including student housing.
 - **Catalyst Project #5** - Construct a multi-use trail linking the Arts & Entertainment District with City Park and the WCMFA.
 - **Catalyst Project #7** - Expand operations of the City Farmers' Market to include additional hours and a greater variety of vendors.
- Implement the **e-Collider creative work space** to support small business start-ups and collaboration among entrepreneurs.
- Participate with the County and the private sector in constructing the extension of **Professional Court across Antietam Creek** and the annexation/development of Mt. Aetna farms.
- Collaborate with Washington County Government and the private sector to re-develop the former **Massey property** in support of the library and the neighborhood.
- Support Washington County and the Board of Education in implementing the proposed **Education Hub** to expand academic opportunities in City Center.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
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PUBLIC FACILITIES AND INFRASTRUCTURE

The City of Hagerstown establishes and maintains quality services and infrastructure that support residents and business in a cost-effective manner.

- Work with public and private partners to evaluate the viability for development and/or re-purposing the following properties:
 - **Municipal Stadium** - to enhance the social and economic vitality of Hagerstown's East end
 - **Grandstand area at Fairgrounds Park** - to further strengthen Fairgrounds Park with diverse recreation opportunities
 - **The Greens at Hamilton Run** - to determine the long-term financial feasibility of the golf course and the value of the property to the Dual Highway corridor
 - **Winter Street Elementary School** - to ensure future use of the property supports Hagerstown's West end neighborhood
- Develop a plan for the future need and use of the City's **Edgemont water facilities**, including the reservoir, watershed property, and the Breichner water treatment facility.
- Incorporate new technologies that provide and promote a more **customer-oriented parking experience**.
- Create a plan for the revitalization and re-use of the former **MELP property** to support the City's East end.
- Expand "**pocket park**" development in several areas, including Kiwanis Park, to provide neighborhood and recreational facilities.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
MISSION: Providing the most efficient and highest quality services as the municipal location of choice for all customers.

CITIZEN-BASED GOVERNMENT

The City of Hagerstown believes in an ethical and financially responsible government, while supporting an engaged citizenry to make the community more than the sum of its parts.

- **Integrate technology** throughout City operations to enhance the customer experience and increase citizen access to City services and information.
- Evaluate the **future structure and delivery of City services** within the availability of our community's financial resources and in response to the needs of Hagerstown's residents.
- Promote awareness and **understanding of the City's finances** through accessible and easy-to-use data presentations.
- Grow the **Hagerstown Strong Program** - a volunteer outreach group pairing volunteers with government staff.
- Grow a foundation of **active and engaged residents** to serve on various City boards and commissions.
- Promote community engagement initiatives under the **"engageHagerstown"** brand to increase participation and actionable outcomes.
- Grow resident awareness of **x311** and explore a resident notification system to more effectively share information.
- Improve access to **City website** information for mobile device users.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
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NEIGHBORHOODS

The citizens of Hagerstown experience a high quality of life in their neighborhood.

- Secure State funding and hire a consultant to develop a housing and neighborhood plan based on Mayor & Council's goals to strengthen Hagerstown as a residential community by addressing key issues such as concentration of poverty, non-profit/subsidized housing, concentration of social services providers and quality of housing stock in the older neighborhoods.
- Adopt a "Complete Streets" policy to incorporate multi-modal transportation in Hagerstown's future street re-construction.
- Incorporate pillars of the Character Counts! program through visible branding in the downtown and parks.
- Foster adopt-a-block programs throughout the City modeled after the adoption of E. Franklin St. and streetscape improvements.
- Promote neighborhood-based services and citizen engagement by defining neighborhood boundaries and identities and also by expanding Neighborhoods 1st programming.
- Improve conditions in neighborhoods by working with owners, tenants and investors utilizing the Rental Facilities and Vacant Structures programs.
- Expand efforts in Problem-Solving Policing through neighborhood patrol walks and direct engagement of citizens.
- Enact a progressive Land Management Code and related ordinance amendments to strengthen City neighborhoods.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
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ACTIVE / HEALTHY LIVING

The City of Hagerstown supports a rich, social and culturally vibrant community.

- Establish multi-use walking trails in the Marsh Run area of the City (Antietam Creek to City Park).
- Develop a program to add public art throughout City neighborhoods, parks and public gathering places on an annual basis.
- Support increased programming for multi-cultural events, festivals and performances.
- Foster an age-friendly community to make city living attractive to people of all ages.
- Enhance visitor attractions at Potterfield Pool, including a "sprayground" area.
- Develop and expand programs through the Parks & Recreation Division to increase active, healthy living of citizens.
- Establish goals and initiatives supportive of the HEAL Cities & Towns campaign to promote healthy eating and active lifestyles.
- Establish a community garden for citizens to grow and cultivate foods and produce.
- Enhance the City's standing as a "Bicycle Friendly Community" through additions of bike lanes, bike racks and rider-friendly routes.
- Establish a "Wireless Parks" initiative to provide free Internet services in the major City parks.
- Provide interactive opportunities for visitors to trails / parks to increase their knowledge of City History.
- Pursue certification through the Sustainable Maryland Certified Program to incorporate eco-friendly practices at a cost savings while enhancing quality of life amenities.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.

MISSION: Providing the most efficient and highest quality services as the municipal location of choice for all customers.

PUBLIC SAFETY

The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown are safe.

- Improve the model of data/community driven public safety enforcement through incorporation of National Safety Standards.
- Work with State delegation and community stakeholders to develop legislation and programs to address gangs, violence, drug activity and juvenile crimes.
- Purchase a replacement ladder truck for Pioneer Hook & Ladder.
- Partner with Washington County Volunteer Fire & Rescue's Recruitment & Training Coordinator to strengthen the volunteer program within HFD.
- Implement the HFD Strategic Plan to guide the future operations of the department.
- Strengthen an Emergency Preparedness Program to further coordinate emergency response between City departments.
- Integrate GPS and calls for police service, including enhanced field reporting and crime camera monitoring.
- Address violent crime and gang activity utilizing the latest in Predictive Policing technology.
- Enhance the management of juvenile offenders through the use of a Juvenile Officer Coordinator.



CITY OF HAGERSTOWN - MAYOR & COUNCIL GOALS & PRIORITIES - 2015 THROUGH 2016

VISION: A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.
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INNOVATIVE / PROGRESSIVE GOVERNMENT

The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and the organization.

- Use data to guide decision-making and program development throughout City operations.
- Adopt continuous improvement strategies throughout all City operations.
- Complete implementation of an Electronic Time and Attendance Reporting to enhance the tracking of employee time and leave.
- Incorporate a Self-Funded Worker's Compensation Program to reduce costs and enhance occupational health.
- Explore alternate employee and retiree health plan options to ensure the future sustainability of benefit offerings.



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Speed Camera Program FY 14

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name



[Speed Camera Review and Contract Proposal.pdf](#)

Description

Speed Camera
Program FY 14



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 301-739-6000
Fax 301-733-5513

November 13, 2014

To: Bruce Zimmerman
City Administrator

From: Mark Holtzman 
Chief of Police

CC: Michelle Hepburn
Finance Director

Re: Speed Camera Program FY14 program review and Contract Proposal

As part of an ongoing review process of the City's Speed Camera Program, the Police and Finance Departments will be prepared to present a financial update to Mayor & Council of FY14 totals along with projections for FY15. A new contract will also be presented for review that will meet the State's changes to the current law governing Automated Speed Enforcement (ASE) programs. The contract will include a flat fee schedule rather than a fee-per-ticket structure among other items in order to comply with Maryland Law.

Attachments: Financial Report
Proposed Contract with Vendor



City of Hagerstown
Safe Speed for School Program
as of November 13, 2014

	FY13 Actual	FY14 Actual	FY15 Budget	FY15 Projections
Revenues:				
Citation revenue	1,629,461	1,267,913	1,600,000	1,448,687
Late fee revenue	194,478	187,117	200,000	168,600
Subtotal	1,823,939	1,455,030	1,800,000	1,617,287
Reserve for uncollectible	(263,915)	(230,185)	-	(100,000)
Total Revenue, Estimated to be Collected	1,560,024	1,224,845	1,800,000	1,517,287
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 - HPD overtime costs - \$29K
 - 3 Fire Captain positions - \$281K

CITY OF HAGERSTOWN, MARYLAND
Speed Camera Enforcement
Contract # 300000

THIS CONTRACT is between The City of Hagerstown, Maryland (the "THE CITY") and BREKFORD Corporation. (Hereinafter referred to as "BREKFORD" or the "CONTRACTOR"), 7020 Dorsey Road, Hanover, Maryland 21076, dated and effective as of _____.

WHEREAS the City's Department of Police proposes to implement a Photo Speed Enforcement Program (the "PROGRAM") in The City of Hagerstown, Maryland; and

NOW, THEREFORE, the City of Hagerstown, MD and BREKFORD agree to the following:

I. BACKGROUND

The Maryland State General Assembly passed Maryland Transportation Law §21-809 in spring, 2009 allowing the use of "photographic speed-monitoring systems". As a result of this legislation, the Maryland Transportation Article includes for the City of Hagerstown use of photographic speed-monitoring systems in its school zones. A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The goal of the Program must be to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones, Monday through Friday between the hours of 6am to 8pm.

The City of Hagerstown Department of Police seeks a camera service provider to implement and assist in managing certain aspects of the field operations as well as turnkey back-office support of the Program.

II. SCOPE OF SERVICES

The Contractor must provide all goods and services as described in this Contract, as set forth in the Brekford proposal provided in the submitted proposal by Brekford. (See Brekford's Proposal to the City of Hagerstown)

The Contractor must provide, and be responsible for maintaining and supporting all of its speed camera equipment. The City of Hagerstown will not be financially, or otherwise, responsible for the speed camera equipment placed by Brekford or provided to the City for use under this agreement.

The Contractor must provide a digital file containing information regarding outstanding balances to be used with a collection agency or process of the city's choosing.

III. COMPENSATION

The Contractor shall be compensated under this agreement monthly at \$3500 per system in operation during the billing month. The contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice.

- The Compensation rate is based upon the Contractor's provision of the following goods and services as described below and as delineated in the scope of services:
- Up to (16) portable camera systems – all inclusive of internal power and personnel to service the technology five (5) days a week;
- On-call technical service for the hours of daily operations by the Police Department;
- Initial event review, name and address acquisition, and online police review;
- Initial event review and name and address acquisition of up to 75 events per system per enforcement day; if City has more than one system, the total events can be spread amongst all system. Example System 1 generates 134 events and System 2 generates 10 events; Vendor is still responsible because total events

does not exceed the total allowance of System 1 seventy-five events plus System 2 seventy-five events. If total events exceed 75 events per system allowance, an addition payment will apply:

- 75-100 events per day per system = \$50 per system
- 101-150 events per day per system = \$100 per system
- 151+ events per day per system = \$150 per system
- Online police review;
- Mailing of up to three (3) notices per violation (including late notices);
- Payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, Integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Support of a public web site and training for Police, City and court personnel;
- Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City within 90 days of Notice To Proceed);
- Automated, online reporting capability; and
- Credit Card Transaction Fees – will be passed through directly to the City each month.

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within one (1) year after the original Notice to Proceed from the City to BREKFORD.

The Contractor must submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Program Director, Department of Police of the City of Hagerstown, MD.

Contractor will continue to collect monies outstanding for citations issued prior to the effective date of Contract #30000. Contractor will be compensated under Contract RFP # 1502.11 dated January 3, 2012 at the 39% of the monthly program payment rate established in Contract RFP # 1502.11.

Monies outstanding under Contract RFP # 1502.11 may be assigned to a collection agency; collection agency fees will be split equal between City and Contractor; net revenue from collection agency will be disbursed at 50% between the City and the Contractor.

The Brekford offers the City of Hagerstown to assist in collections efforts for all outstanding citations owed to the City for speed camera violations. The City of Hagerstown reserves the right to negotiate with Brekford for collection efforts beyond the flagging efforts undertaken by Brekford.

IV. LIQUIDATED DAMAGES

The Contractor will be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809 (3.ii). If the 5% is reached, the Contractor will be required to liquidate up to at least 50% of the fine amount, plus any reimbursements paid by the City.

V. CONTRACT RIDER AGREEMENT

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within the Notice to Proceed from the City of Hagerstown to BREKFORD.

VI. CONTRACT TERM

The effective date of this Contract begins upon signature by the City of Hagerstown, MD. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in Brekford's proposal. The City may exercise this option to renew this term two (2) times for one (1) year each. The optional renewal will automatically occur unless either party notified the other sixty (60) days before the end of the term.

VII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made part of, this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) The terms contained in this Contract document; 2) Any amendments made and agreed to by the contract; and, 3) Contractor's "PROPOSAL" submitted to, and adopted by the City of Hagerstown, MD

VIII. REFUNDS

If the City provides a refund of fees paid to the City for a ticket or tickets, Brekford shall promptly deliver to the City 39% of the refund, if Brekford was paid for the ticket or tickets (to be) refunded.

IX. TERMINATION BY DEFAULT

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party.

X. ERRONEOUS TERMINATION

The City may terminate the contract with the Contractor if more than 5% of the all potential violations in a calendar year are found to be erroneous. These erroneous reasons include: a recorded image of a registration plate that does not match the registration plate issued for the motor vehicle in the recorded image, a recorded image that show a stopped vehicle or no progression, an incorrectly measured speed for a motor vehicle, a measured speed of a motor vehicle that is below the threshold speed, a recorded image that was taken outside of the hours and days that speed monitoring systems are authorized for use in school zones, & a recorded image that was taken by a speed monitoring system with an expired calibration certificate. These potential reasons are stated in §21-809 (3.ii) and does not include that a citation is an erroneous violation based solely on the dismissal of the citation by a court.

XI. WARRANTIES

Contractor represents and warrants that it will perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor will comply with all applicable laws, rules and regulations in performing services under this Agreement.

XII. RADAR MAINTAINANCE

The Contractor will be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events;

- Before initial installation of a speed monitoring system;
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The laboratory will be chosen by the City, and written documentation will be sent to the vendor. This laboratory will not change unless the Contractor is notified in writing.

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With respect to each other, contractor and the City are independent contractors, and neither party nor their respective officers, agents, or employees shall be deemed to be employed by the other party for any purpose, nor shall either party be deemed to partner, joint venture or anything other than independent contractors.

XIV. GOVERNING LAW

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in Washington County, the State of Maryland.

XV. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BREKFORD CORPORATION

CITY OF HAGERSTOWN, MARYLAND

By: _____
(Authorized Signature)

by: _____
(Authorized Signature)

Typed: _____

Date: _____

Title: _____

RECOMMENDED:

Date: _____

By: _____

Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Speed Camera Program Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
 Speed Camera Review and Contract Proposal.pdf	Speed Camera Program Contract



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 301-739-6000
Fax 301-733-5513

November 13, 2014

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City Administrator

From: Mark Holtzman 
Chief of Police

CC: Michelle Hepburn
Finance Director

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SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BREKFORD CORPORATION

CITY OF HAGERSTOWN, MARYLAND

By: _____
(Authorized Signature)

by: _____
(Authorized Signature)

Typed: _____

Date: _____

Title: _____

RECOMMENDED:

Date: _____

By: _____

Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Video Production Studio

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Video Production Studio.doc	Broadcast Studio



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Bruce Zimmerman, City Administrator
FROM: Erin Wolfe, Communications Manager
DATE: November 14, 2014
RE: Video Production Studio

Mayor & Council Action Requested: Staff seek consensus from the Mayor and Council to move forward with releasing an RFP for construction of a space to be utilized as a video production studio. The studio would be constructed in a designated area of the Department of Community and Economic Development's offices located in the Elizabeth Hager Center.

Purpose: Staff have worked diligently to enhance our marketing efforts and expand our outreach through various communication tools. Video productions have proven to be a successful means for promoting opportunities, amenities and successes within our community. Adding a studio will increase efficiency by providing staff with resources to produce a greater variety of presentations in less time. The quality of our productions will also improve, ultimately engaging our community more effectively and enhancing the image of Hagerstown.

Background: Currently, conference rooms and informal spaces are utilized for filming and editing. This process requires additional time for staff to repeatedly set up, arrange and tear down lighting and backdrops while tying up one of the main conference room spaces in the office. Staff have worked with a design professional to draft construction plans of a studio space which will provide the appropriate lighting and space while minimizing sound disturbances to produce high-quality video presentations.

Funding: The project will be funded by Public Education and Government (PEG) fees received as part of the City's Cable Television Franchise Agreement with Antietam Cable. These PEG funds are restricted to initiatives that promote public information and education of our citizens and are eligible for this type of project.

Based upon review of the PEG fund balance, staff believe that sufficient funds are available to construct a studio space. Staff will provide a more solid estimate of costs associated with the construction and will be available to address any questions at Tuesday's meeting.

c. John N. Lestitian, Director DCED