

Mayor and Council Work Session December 9, 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."*

"Be brave enough to start a conversation that matters." Margaret Wheatley

3:45 p.m. Joint Meeting with Washington County Delegation

SPECIAL SESSION

5:00 PM 1. 56th Special Session - Public Hearing - CDBG Consolidated Plan

5:20 PM WORK SESSION

1. FY 14 Consolidated Annual Financial Report (CAFR) Presentation

5:50 PM 2. Preliminary Agenda Review

6:00 PM 3. Catalyst Project #3 - Request for Statement of Interest (RFSI) for Developer/Partner for USMH Student Housing Project

6:15 PM 4. City Center Broadband Project

6:35 PM 5. 200th Anniversary Parade First Hagerstown Hose Company - 2015

6:40 PM 6. Police Athletic League Country Music Festival - 2015

6:55 PM 7. Draft Resolution - State Funding Comment Request

7:10 PM 8. Sidewalk and Storefront Amendments

7:35 PM 9. Pedestrian Bridge Construction - Bowman Property to A&E Deck

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

56th Special Session - Public Hearing - CDBG Consolidated Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Community Development Block Grant Public Hearing.pdf	Hearing Notice



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development
Business and Community Relations Division

To: Bruce Zimmerman, City Administrator
From: Jonathan Kerns, Community Development Manager JK
Date: December 5, 2014
RE: Community Development Block Grant Public Hearing

In order to receive Community Development Block Grant (CDBG) entitlement funds, Federal regulations require the City of Hagerstown to prepare a Five Year Consolidated Plan, an Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice (A.I.). During the October Regular Session, the Mayor & Council awarded a contract to Urban Design Ventures, LLC to develop these required planning documents.

As part of the plan development process, the City is required to hold a public hearing in order to obtain the views and comments of individuals and organizations concerning the City's housing and community development needs. Urban Design Ventures, LLC will be present to conduct the public hearing during the December 9th Work Session.

Advertisement for this public hearing appeared in the Herald Mail newspaper on November 29th. Notice of the hearing has also appeared on Hub City Channel 25, the City of Hagerstown Facebook site, and the City of Hagerstown website.

Local public service organizations and housing providers have also receive electronic notifications regarding the hearing.

Attachments: Public Hearing Notice

c. John N. Lestitian, Director of Community and Economic Development
Sarah Nelson, Planning and Outreach Coordinator

**PUBLIC HEARING NOTICE
CITY OF HAGERSTOWN, MARYLAND
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Notice is hereby given that the City of Hagerstown, Maryland will hold a public hearing on Tuesday, December 9, 2014 at 5:00 PM, at City Hall, Second Floor, City Council Chambers, 1 East Franklin Street, Hagerstown, MD 21740. The Hagerstown City Hall and the City Council Chambers are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, please call Mr. Jonathan Kerns, Community Development Manager, City of Hagerstown, at (301) 739-8577 to make those arrangements, or for the hearing impaired call TDD (301) 797-6617.

The purpose of this public hearing is to gather information for the City's Five Year Consolidated Plan for FY 2016-2020, the Annual Action Plan for FY 2016, and the City's Analysis of Impediments to Fair Housing Choice (A.I.), which the City must submit to the U.S. Department of Housing and Urban Development in order to receive Community Development Block Grant (CDBG) Entitlement Funds. Additionally, the hearing will be used to solicit the views and comments of individuals and organizations concerning any impediments to fair housing choice in the City and what steps should be undertaken to affirmatively further fair housing.

Applications for non-profit organizations seeking funding will be available on the City of Hagerstown's website (www.hagerstownmd.org) or for pick up at the Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740 on or before Friday, December 5, 2014. Applications will be available for interested parties at the Needs Hearing.

The City of Hagerstown anticipates based on last fiscal year's allocation that it will receive an estimated CDBG entitlement grant in the amount of approximately \$600,000 for FY 2016. These funding levels are contingent upon the final approval of the Federal Budget for FY 2016. In order to receive those funds, the City of Hagerstown must prepare a Five Year Consolidated Plan and a One Year Annual Action Plan for the use of the CDBG funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in the City of Hagerstown. In preparing its CDBG application the City intends to afford citizens, local agencies, and interested parties the opportunity to become involved in the planning process.

The following types of activities may be eligible for funding under the CDBG program: Acquisition of property; disposition costs; improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the City would undertake an activity that would result in the displacement of families or individuals, then the City would utilize its policy for minimizing such displacement. Furthermore, the City is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

The Analysis of Impediments will focus on the status and interaction of six (6) fundamental conditions within the community:

- The sale or rental of dwellings (public or private);
- The provision of housing brokerage services;
- The provision of financial assistance for dwellings;
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing;
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration; and
- Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570.

All interested citizens are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the City of Hagerstown and the use of CDBG funds to address those needs over the next five (5) years. Written comments may be addressed to Mr. Jonathan Kerns, Community Development Manager, City of Hagerstown, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.

David S. Gysberts, Mayor of the City of Hagerstown

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

FY 14 Consolidated Annual Financial Report (CAFR) Presentation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
📎	FY14 Comprehensive Annual Financial Report 12-09-14.pptx	FY 14 Consolidated Annual Financial Report (CAFR) Presentation
📎	City of Hagerstown-Board Report 12-9-14.pdf	FY 14 Consolidated Annual Financial Report (CAFR) Presentation



FY14 Comprehensive Annual Financial Report (CAFR)

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City of Hagerstown

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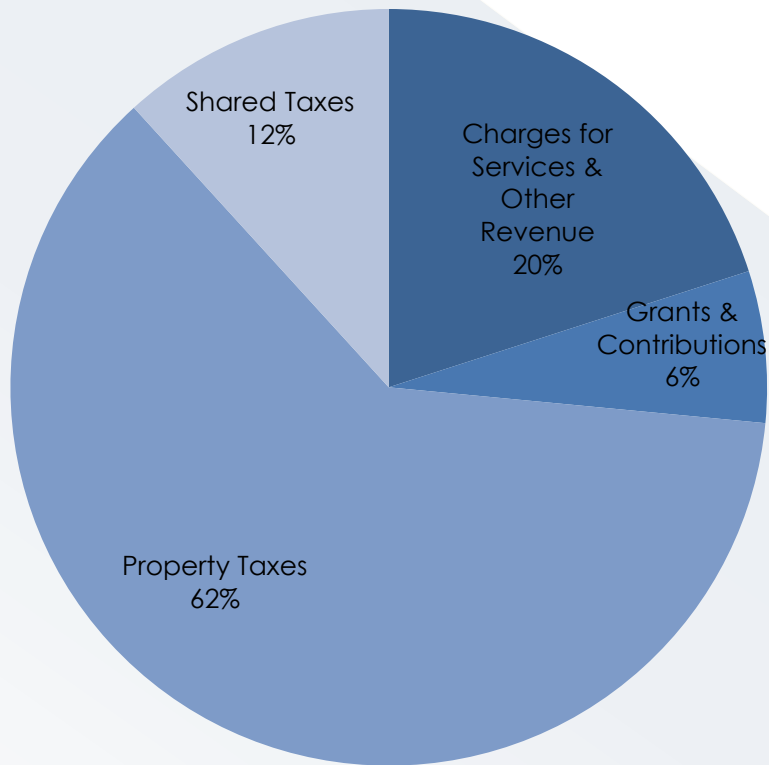
Agenda

- ◉ Introductions
- ◉ Acknowledgements
 - > Rana Rose
 - > S B & Company, LLC
- ◉ CAFR Overview
- ◉ S B & Company, LLC Comments

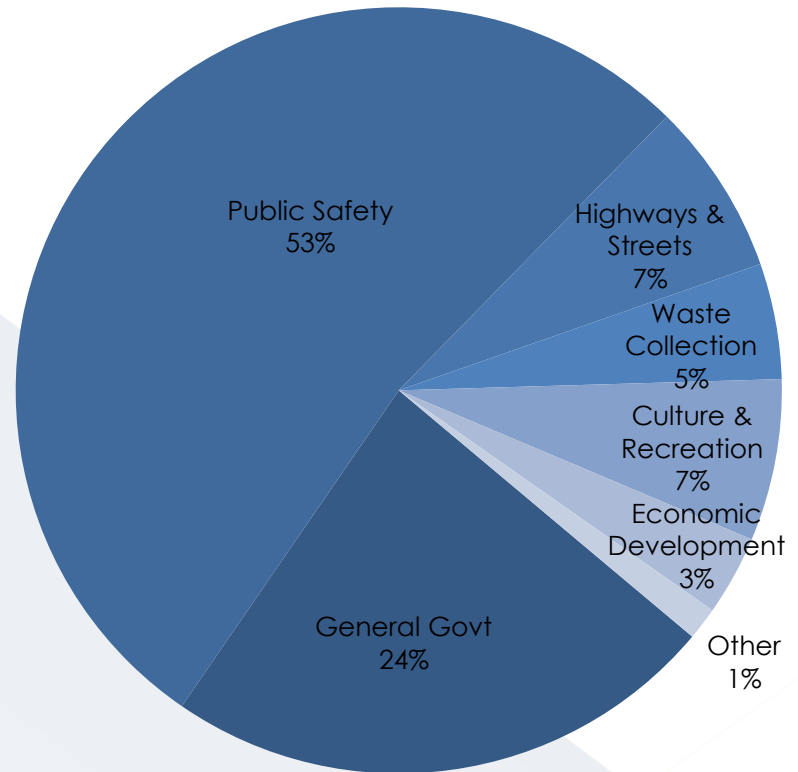


Where does the money come from and where does it go?

FY14 Governmental Activities Revenue



FY14 Governmental Activities Expenditures

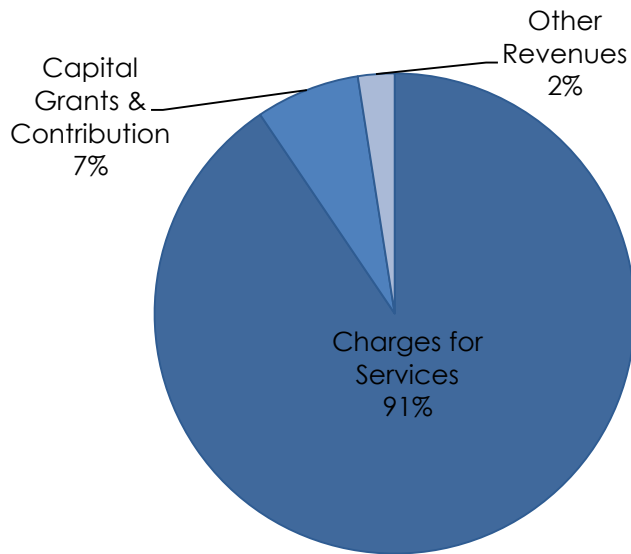


- Governmental Fund Statements begin on Page 18

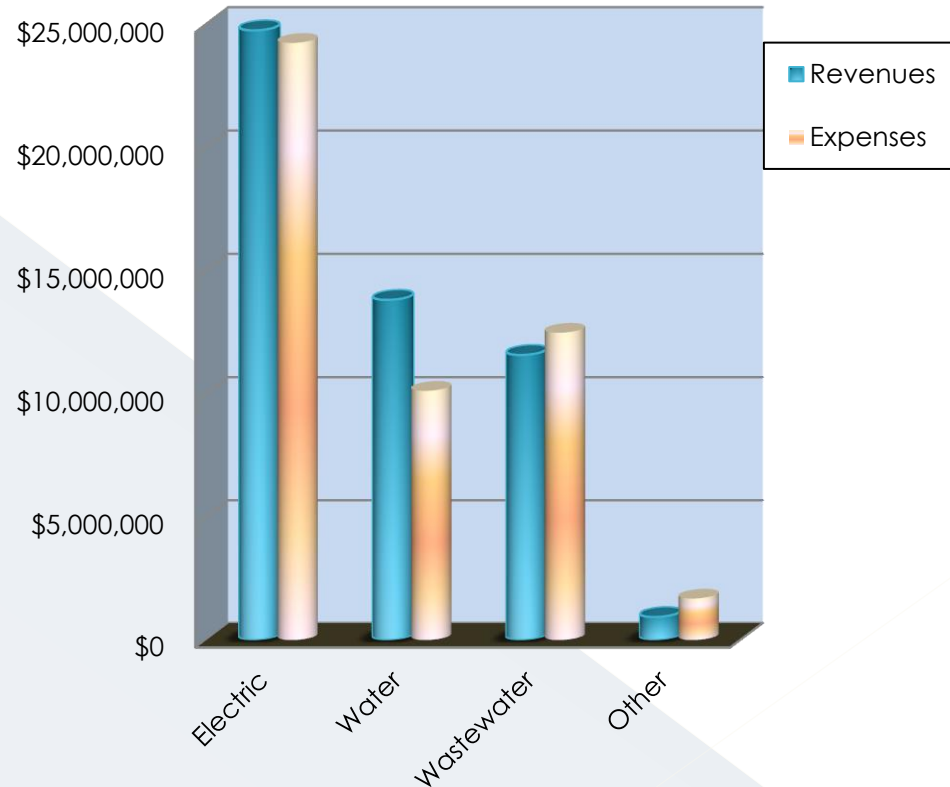


Where does the money come from and where does it go?

FY14 Business-Type Activities Revenue



FY14 Business - Type Activities Expenses & Revenues





Funding Levels

○ Police & Fire Pension Plan

- Net pension liability (unfunded) at 6/30/14 is \$26.4 million
- Net position (funded) at 6/30/14 is \$18.8 million
- Net position as percentage of total pension liability is 41.62%

○ MD State Retirement & Pension System

- The City contributes 100% of the required contribution each year
- FY14 contribution is \$1.4 million

○ Other Post Employment Benefits (OPEB)

- Accrued unfunded liability at 6/30/14 is \$29.7 million
- 6/30/2014 Annual OPEB cost is \$2.3 million
- Net OPEB obligation at the end of the year is \$(621,251) as a cumulative result of over funding
- Funded Ratio is 12.74%



General Fund Budget to Actual

General Fund FY14 Revenues & Expenditures Budget to Actual Comparison (in millions)

	Budget	Actual	Variance
Total Revenues	37.9	38.2	0.3
Total Expenditures	38.1	38	-0.1
Change in Fund Balance	-0.2	0.2	0.4
Fund Balance Beginning	9.7	9.7	0
Fund Balance Ending	9.5	9.9	0.4

Detail of Ending Fund Balances

Nonspendable, Restricted, Committed, or Assigned Fund Balance	1.8
Unassigned Fund Balance	8.1
Fund Balance Ending	9.9

Unassigned Fund Balance as % of Total Expenditures	21.9%
Unassigned Fund Balance in months	2.6



Questions?

- The CAFR and Budget documents are located on the web at www.hagerstownmd.org

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YOUR PARTNER



Presentation to those Charged with Governance
December 9, 2014





SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

Introductions

SB & Company, LLC

- Gray Smith, Advisory Partner
- Bill Seymour, Audit Partner
- Chris Lehman, Engagement Manager





SB & COMPANY, LLC
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Scope of Services

- Audit of the June 30, 2014, financial statements
- Performance of the OMB Circular A-133 Single Audit
- Reviewed Uniform Financial Report
- Review of Data Collection form
- Available for year-round consultation



Summary of the Results

- Issued an unmodified opinion on the financial statements
- Discovered no instances of fraud
- Discovered no material weakness in internal controls
- Received full cooperation from management
- No audit journal entries noted

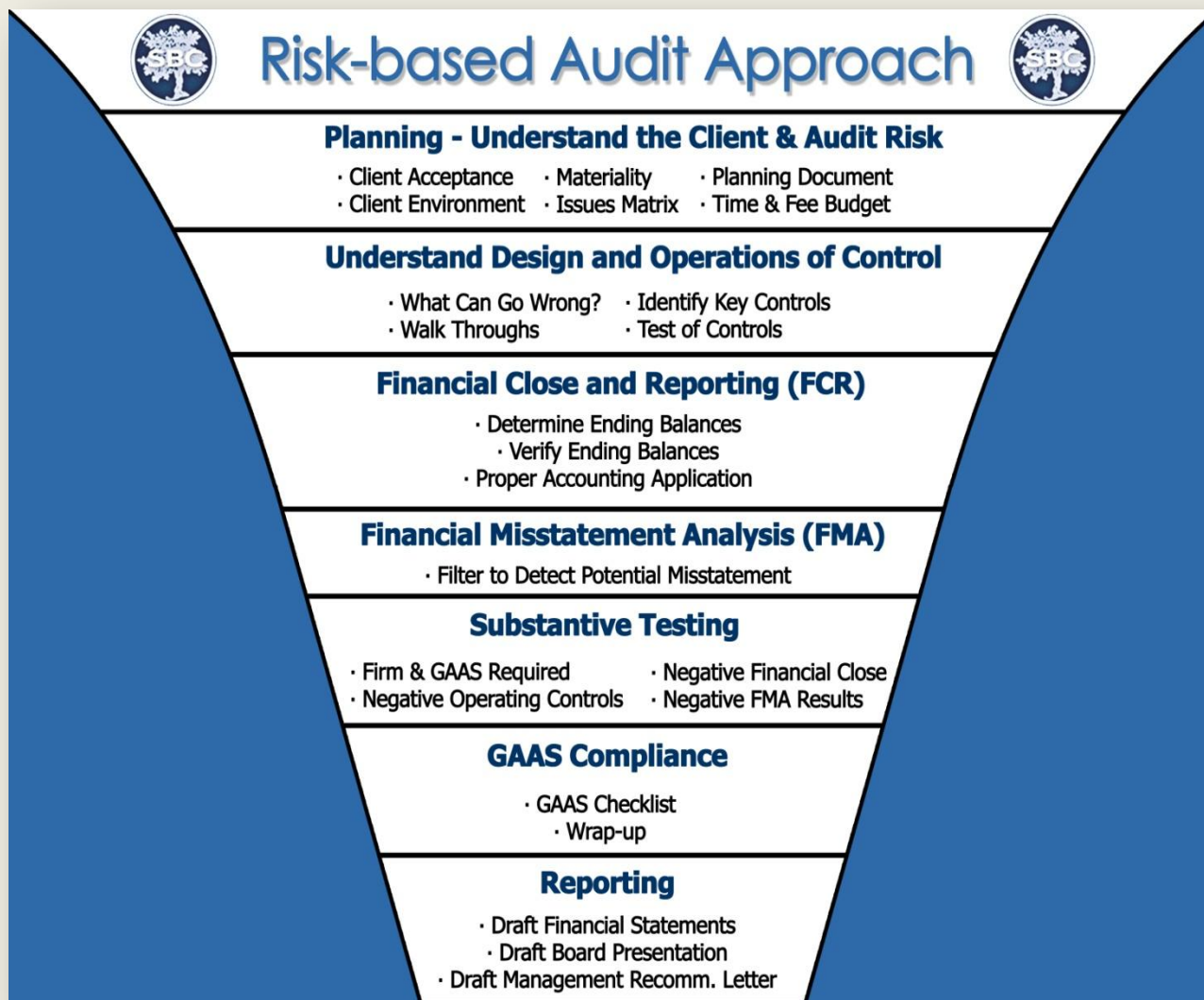


AUDIT PROCESS



FORCAM Audit Approach

“Focus on Risk, Controls and Misstatement”





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Assessment of Control Environment

Area	Points to Consider	Our Assessment
Control Environment	▪ Key executive integrity, ethical, and behavior ▪ Control consciousness and operating style ▪ Commitment to competence ▪ Exercise oversee responsibility ▪ Organizational structure, responsibility, and authority ▪ Enforce accountability ▪ HR policies and procedures	
Risk Assessment	▪ Define objectives and risk tolerances ▪ Identify, analyze, and respond to risk ▪ Assess fraud risk ▪ Identify, analyze, and respond to change ▪ Mechanisms to anticipate, identify, and react to significant events ▪ Processes and procedures to identify changes in GAAP, business practices, and internal control	
Control Activities	▪ Design control activities ▪ Design activities for the information system ▪ Implement control activities ▪ Existence of necessary policies and procedures ▪ Clear financial objectives with active monitoring ▪ Logical segregation of duties ▪ Periodic comparisons of book-to-actual and physical count-to-books ▪ Adequate safeguards of documents, records, and assets ▪ Assess controls in place	





Assessment of Control Environment

Area	Points to Consider	Our Assessment
Information and Communication	▪ Use quality information ▪ Communicate internally ▪ Communicate externally ▪ Adequate performance reports produced from information systems ▪ Information systems are connected with business strategy ▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs ▪ Business continuity and disaster plan for IT ▪ Established communication channels for employees to fulfill responsibilities ▪ Adequate communication across organization	
Monitoring	▪ Perform monitoring activities ▪ Remediate deficiencies ▪ Periodic evaluations of internal controls ▪ Implementation of improvement recommendations	





Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Treasury	- Cash Management - Investment Accounting - Investment Monitoring - Investment Valuation - Investment Policy - Reconciliation	✓	✓	✓	✓		
Estimation	- Methodology - Information - Calculation	✓	✓	✓			
Financial Reporting	- Accounting Principles and Disclosure - Closing the Books - Report Preparation - General Ledger and Journal Entry Processing - Verification and Review of Results	✓	✓	✓			
Expenditures	- Purchasing - Receiving - Accounts Payable and Cash Disbursement - Purchase Card Transactions	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Payroll	- Hiring - Attendance Reporting - Payroll Accounting and Processing - Payroll Disbursements - Separation	✓	✓	✓	✓		
Revenue	- Billing - Cash Receipts - Revenue Recognition - Cutoff	✓	✓	✓	✓		
Fixed Assets	- Physical Custody - Asset Accounting - Depreciation	✓	✓	✓			
Compliance	- Assess Internal and External Risk - Regulatory Compliance - Monitor Compliance - Compliance	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Information Technology	- Computer Operations - Segregation of Duties and Management Oversight - Information Security and Transaction Authorization - Program Integrity and Change Management	✓	✓	✓			
Grant Compliance	- Acceptance - Grant oversight - Compliance - Reporting - Monitoring - Accounting - Billing and collection	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



New Accounting Pronouncements

Number	Statement	Effect on the City	Fiscal Year
GASB 67	Financial Reporting for Pension Plans	Disclosure for Pension Plan	June 30, 2014
GASB 68	Accounting and Financial Reporting for Pensions	Liability to be recognized in entity wide statements of approximately \$26 million, which represents approximately 10% of net position	June 30, 2015

* GASB will issue a similar standard for OPEB, which will require a liability of approximately \$29.7 million to be recognized in the entity wide financial statements.



RESULTS



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Financial Statement Highlights

	Governmental Activities			Business-type Activities		
	2014	2013	2012	2014	2013	2012
Current and other assets	\$ 26,386,867	\$ 25,179,034	\$ 25,700,856	\$ 28,282,452	\$ 25,344,467	\$ 27,529,612
Capital assets	78,007,501	78,630,609	77,517,062	204,072,083	196,856,190	197,683,546
Total assets	104,394,368	103,809,643	103,217,918	232,354,535	222,200,657	225,213,158
Long-term liabilities outstanding	17,301,697	17,951,202	19,290,551	49,572,697	45,453,053	47,191,630
Other liabilities	8,103,220	7,752,561	7,354,859	11,145,758	7,844,192	8,637,142
Total liabilities	25,404,917	25,703,763	26,645,410	60,718,455	53,297,245	55,828,772
Net assets						
Net investment in capital assets	62,841,007	62,661,321	60,445,265	152,917,402	149,983,855	148,779,228
Restricted	8,917,240	8,785,932	9,233,959	-	-	-
Unrestricted	7,231,204	6,658,627	6,893,284	18,718,678	18,919,557	20,605,158
Total Net Assets	\$ 78,989,451	\$ 78,105,880	\$ 76,572,508	\$ 171,636,080	\$ 168,903,412	\$ 169,384,386



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Financial Statement Highlights

	Governmental Activities			Business-type Activities		
	2014	2013	2012	2014	2013	2012
REVENUES						
Charges for current services	\$ 7,927,053	\$ 8,982,263	\$ 7,519,836	\$ 47,528,051	\$ 48,199,297	\$ 49,364,112
Operating grants and contributions	2,119,193	2,331,085	2,072,808	-	-	-
Capital grants and contributions	543,261	3,792,121	2,611,299	3,607,284	2,546,931	5,322,246
Property taxes	25,365,054	25,227,705	24,077,697	-	-	-
Other taxes	4,834,311	3,510,080	3,649,661	-	-	-
Other revenue	303,832	261,154	512,966	156,910	180,193	253,521
Total Revenues	\$ 41,092,704	\$ 44,104,408	\$ 40,444,267	\$ 51,292,245	\$ 50,926,421	\$ 54,939,879
EXPENSES						
General government	\$ 9,380,546	\$ 9,581,916	\$ 9,625,176	\$ -	\$ -	\$ -
Public safety	21,088,870	21,070,864	19,964,292	-	-	-
Highways and streets	2,923,564	2,828,009	2,684,522	-	-	-
Waste, collection and disposal	1,950,228	1,937,485	2,637,297	-	-	-
Culture and recreation	2,729,399	2,665,582	2,622,512	-	-	-
Economic and community development	1,349,844	3,174,443	2,419,346	-	-	-
Interest on long-term debt	550,317	514,648	532,560	-	-	-
Utilities and other proprietary funds	-	-	-	48,588,768	52,205,484	52,497,866
Total Expenses	\$ 39,972,768	\$ 41,772,947	\$ 40,485,705	\$ 48,588,768	\$ 52,205,484	\$ 52,497,866



REQUIRED COMMUNICATIONS



Required Communications

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

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

2. Significant Accounting Policies

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

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

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

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

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



Required Communications (cont.)

4. Audit Adjustments

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

There were no significant adjustments identified during the audit process.

5. Fraud and Illegal Acts

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

Our procedures identified no instances of fraud or illegal acts.

6. Material Weaknesses in Internal Control

We are required to communicate all significant deficiencies in the City's systems of internal controls, whether or not they are also material weaknesses.

There were no material weaknesses noted during the audit.



Required Communications (cont.)

7. Other Information in Documents Containing Audited Financial Statements

None.

8. Disagreements with Management on Financial Accounting and Reporting Matters

None.

9. Serious Difficulties Encountered in Performing the Audit

None.

10. Major Issues Discussed with Management Prior to Acceptance

None.

11. Management Representations

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

12. Consultation with Other Accountants

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

13. Independence

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



Required Communications (cont.)

14. Our Responsibility Related to Fraud

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

Examples of Procedures Performed

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



Our Responsibility Related to Fraud

➤ **Our Responsibility Related to Fraud**

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

➤ **Examples of Procedures Performed**

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



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Required Communications- Fraud



Opportunity

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

Pressure

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

Rationalization

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



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Contact Information



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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:

Catalyst Project #3 - Request for Statement of Interest (RFSI) for Developer/Partner for USMH Student Housing Project

Mayor and City Council Action Required:

Authorize staff to proceed with posting the Request for Statement of Interest (RFSI) for a developer/partner for a Student Housing Project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

Discussion:

Overview

The City intends to facilitate the development of an initial, model student housing project in partnership with USMH and a developer/partner creating 4 units for 8 students. This project represents implementation of the Community's City Center Plan – Catalyst Project #3. Staff conferred with Jim Hartling of Urban Partners on development of the attached RFSI and the process outlined below.

Summary

The following provides a summary of the proposed, initial student housing project opportunity:

Overview

- Partnership between the City of Hagerstown, USMH, and a developer/partner.
- First, model student housing project using one property initially.
- USMH will market the units to student and provide names of students interested in renting to the developer/partner.
- City will provide an incentive package for the project using:
 - o First Third Grant Program – \$250,000 reserved by Mayor and City Council, and requires a ground level commercial use.
 - o Community Legacy Grant – City application for \$150,000 subject to State of Maryland grant award.

- o Partners in Economic Progress Program – real estate grant-back applicable to Year 1 through 5.
- o Additional incentives through PEP Program – waiver of fees, fast tracking, two free EDUs, parking for first 5 years.
- City will provide a Rent Guarantee Agreement with USMH for four (4) units for 5 years.
- Maximum financial exposure to the City based on \$850 rent and 0% occupancy is \$20,400 per year.
- After the expiration of the Rent Guarantee Agreement, the student housing arrangement with USMH may be extended without the guarantee provided USMH and developer/partner remain satisfied

Project Development Guidelines

- The initial project must be a property located within the designated, two-block area around USMH as displayed as Attachment 4 – Map of USMH Student Housing Project Area.
- Project must provide a minimum of four (4) units which are two (2) bedroom and two (2) baths, and a target size of 1,000 sf. (If more than 4 are developed, USMH and City Rent Guarantee will apply to only 4 units.)
- Units will be renovated to the City's Partners in Economic Progress (PEP) Program Standards.
- Project must include exterior door locks, dusk-to-dawn lighting and security camera for each exterior door; secured vestibule/mailbox area; intercom and door release system for each unit.
- Designated off-street parking for each unit is desired.
- Preferred rents to range from \$780-\$850 per month per unit.

Selection Process and Criteria

- Interested developers/partners will submit a Statement of Interest.
- Criteria for review of Statements of Interest includes experience in residential development, renovation/adaptive re-use, and residential property management; quality of proposed development plan; ability to deliver the product in a timely manner; and financial capability to complete development of this type and scale.
- Short listed developers/partners will be asked to submit a full proposal.

Background

The goal of Catalyst Project #3 – USMH Expansion Support is to support the growth of USMH from 500 to 750 students, and to support the addition of facilities for new educational programs including the possibility of culinary arts, tourism and hospitality programs. Over a 10 year period, it is envisioned that student housing opportunities will be captured downtown through three (3) upper-floor renovation projects creating a total of 12 units to house 24 students. This first, model project is seeking to create 4 units to house 8 students.

NEXT STEPS – *Tentative Schedule*

1. Mayor and City Council authorize staff to proceed with posting the RFSI – December 16, 2014
2. Post RFSI – December 19, 2014
3. Deadline for submittals of Statements of Interest – January 9, 2015
4. Update Mayor and City Council on submittals received – mid January
5. Staff review and request for proposals from short-listed candidates – mid January
6. Deadline for proposals from short-listed candidates – February 15, 2015
7. Staff Presentation to Mayor and City Council of recommended candidate(s) – late February
8. Mayor and City Council authorize partnership agreement negotiation with selected candidate – late February
9. Mayor and City Council approval of partnership agreement with selected developer/partner – March

Financial Impact:

Recommendation:

Approval of RFIS and authorization to staff to post RFIS for solicitation of a developer/partner for the Student Housing Project.

Motion:

Action Dates:

December 9 - discussion

December 16 -- authorize staff to post RFIS

ATTACHMENTS:

File Name

Description



[120414 MCC Packet for 120914 Cat#3 FINAL.pdf](#)

Request for Statement
of Interest for Catalyst
Project #3



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

MEMORANDUM

TO: Bruce Zimmerman, City Administrator

FROM: Jill Frick, Economic Development Manager
Kathleen A. Maher, Planning Director

DATE: December 4, 2014

SUBJECT: Catalyst Project #3 – Request for Statement of Interest (RFSI) for Developer/Partner for USMH Student Housing Project

MAYOR AND COUNCIL ACTION REQUESTED

Authorize staff to proceed with posting the Request for Statement of Interest (RFSI) for a developer/partner for a Student Housing Project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

Overview

The City intends to facilitate the development of an initial, model student housing project in partnership with USMH and a developer/partner creating 4 units for 8 students. This project represents implementation of the Community's City Center Plan – Catalyst Project #3. Staff conferred with Jim Hartling of Urban Partners on development of the attached RFSI and the process outlined below.

Summary

The following provides a summary of the proposed, initial student housing project opportunity:

Overview

- Partnership between the City of Hagerstown, USMH, and a developer/partner.
- First, model student housing project using one property initially.
- USMH will market the units to student and provide names of students interested in renting to the developer/partner.
- City will provide an incentive package for the project using:
 - o First Third Grant Program – \$250,000 reserved by Mayor and City Council, and requires a ground level commercial use.
 - o Community Legacy Grant – City application for \$150,000 subject to State of Maryland grant award.
 - o Partners in Economic Progress Program – real estate grant-back applicable to Year 1 through 5.
 - o Additional incentives through PEP Program – waiver of fees, fast tracking, two free EDUs, parking for first 5 years.
- City will provide a Rent Guarantee Agreement with USMH for four (4) units for 5 years.
- Maximum financial exposure to the City based on \$850 rent and 0% occupancy is \$20,400 per year.

- After the expiration of the Rent Guarantee Agreement, the student housing arrangement with USMH may be extended without the guarantee provided USMH and developer/partner remain satisfied

Project Development Guidelines

- The initial project must be a property located within the designated, two-block area around USMH as displayed as Attachment 4 – Map of USMH Student Housing Project Area.
- Project must provide a minimum of four (4) units which are two (2) bedroom and two (2) baths, and a target size of 1,000 sf. (If more than 4 are developed, USMH and City Rent Guarantee will apply to only 4 units.)
- Units will be renovated to the City's Partners in Economic Progress (PEP) Program Standards.
- Project must include exterior door locks, dusk-to-dawn lighting and security camera for each exterior door; secured vestibule/mailbox area; intercom and door release system for each unit.
- Designated off-street parking for each unit is desired.
- Preferred rents to range from \$780-\$850 per month per unit.

Selection Process and Criteria

- Interested developers/partners will submit a Statement of Interest.
- Criteria for review of Statements of Interest includes experience in residential development, renovation/adaptive re-use, and residential property management; quality of proposed development plan; ability to deliver the product in a timely manner; and financial capability to complete development of this type and scale.
- Short listed developers/partners will be asked to submit a full proposal.

Background

The goal of Catalyst Project #3 – USMH Expansion Support is to support the growth of USMH from 500 to 750 students, and to support the addition of facilities for new educational programs including the possibility of culinary arts, tourism and hospitality programs. Over a 10 year period, it is envision that student housing opportunities will be captured downtown through three (3) upper-floor renovation projects creating a total of 12 units to house 24 students. This first, model project is seeking to create 4 units to house 8 students.

NEXT STEPS – *Tentative Schedule*

1. Mayor and City Council authorize staff to proceed with posting the RFSI – December 16, 2014
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9. Mayor and City Council approval of partnership agreement with selected developer/partner – March

Attachments -- The following attachments follow this memo: Draft Motion; and Request for Statement of Interest (RFSI)

c: John Lestitian, Director, DCED
Eric Deike, Public Works Director
Michelle Hepburn, Finance Director
DCED Leadership Team

Department Managers & Planning Staff
Jim Hartling, Urban Partners
Dave Cotton, Maryland Department of Planning
Kevin Baynes, Maryland DHCD

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: **December 16, 2014**

TOPIC: **REQUEST FOR STATEMENT OF INTEREST FOR
DEVELOPER/PARTNER FOR CATALYST PROJECT #3**

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

MOTION: I hereby move that the Mayor and City Council authorize staff to post the attached Request for Statement of Interest (RFSI) for a developer/partner for an initial, pilot housing project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

DATE OF INTRODUCTION: 12/16/14

DATE OF PASSAGE: 12/16/14

EFFECTIVE DATE: 12/16/14

Introduction

The Community's City Center Plan provides a 10-year roadmap for eight catalyst projects that would spur \$125 million in new investment downtown through partnerships between the public and private sector. Based upon the economic analysis report conducted by our partner firm, Urban Partners, all eight projects are feasible. A summary of the Community's City Center Plan and an Action Report of Implementation Steps completed to date are included as Attachment 1. Information about the City Center is included as Attachment 2. The full plan can be reviewed on the City web site at www.hagerstownmd.org.

One of the eight catalyst projects, Catalyst Project #3, targets the development of student housing by the private sector to support growth in enrollment by out-of-area students at the University System of Maryland at Hagerstown (USMH). This project positions owners of commercial and mixed-use buildings within two blocks of the USMH campus to make available apartment units renovated to a certain standard for a Rent Guarantee Agreement with USMH and the City for student housing. Information about USMH is included as Attachment 3, and a Map of the USMH Student Housing Project Area is included as Attachments 4.

To implement this initiative, the City intends to facilitate the development of the first three student housing projects over the next ten years to create approximately 12 units for 24 USMH students. It is anticipated that each model project undertaken by an existing owner with vacant or convertible space will provide two-bedroom, two-bath units shared by at least two students. The City will provide a substantial incentive package for the project and facilitate development of the Rent Guarantee Agreement with USMH.

Through a Request for Statement of Interest (RFSI)/Proposals process, the City of Hagerstown and USMH are soliciting the interest of existing City Center building owners of properties within the USMH Student Housing Project Area to become the developer/partner for the first model project in Catalyst Project #3.

Description of Opportunity

The City of Hagerstown and USMH intend on selecting a developer/partner for the first model student housing project subject to the development conditions detailed below. The City will provide a substantial incentive package for the project and facilitate development of a Rent Guarantee Agreement with USMH for four units of student housing. The Rent Guarantee Agreement with the developer/partner will be for a designated period of time, provided the developer delivers the product prescribed in a Development Agreement with the City. Under the Rent Guarantee Agreement, USMH will forward names of students to the developer/partner for lease of the units in this first model student housing project, and USMH and the City will guarantee the rents for any losses experienced by the developer/partner due to vacancies.

Project Development Guidelines

This initiative assumes that owners of commercial and mixed-use buildings with vacant, under-utilized, or readily convertible space within two blocks of USMH will renovate or create four apartment units for student housing to meet the City's Partners in Economic Progress Program standards. The target date for delivery of move-in ready units is August 2015. The following project development guidelines shall apply to this project:

- The target size for each unit is 1,000 square feet and each unit shall contain two bedrooms and two bathrooms for lease to at least two students.
- It is a requirement of this project that the upper floors of the building be fully secured with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system and door release button in each apartment.
- It is desirable if the property has off-street parking spaces available to be designated for the student tenants.
- Given the financial incentives being made available to this model project and the Rent Guarantee Agreement guaranteeing lease income to the owner from four units, the preferred rents will range from \$780-\$850/month per unit, plus utilities.
- The units shall be created or upgraded to comply with the following PEP Program standards:
 - All core building systems brought up to code, including access, electrical, plumbing and mechanical, fire, and energy.
 - Phone/datacom wiring to each tenant space.
 - Central HVAC system.
 - Washer and dryer.
 - Wood veneer or solid wood kitchen and bathroom cabinets.
 - Approved solid surface counter tops in kitchen and bathrooms.
 - Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.
 - Outdoor amenities (e.g., balconies, roof top decks, porches, etc.) where possible.

Available Student Housing Development Incentives

Available economic incentives can provide significant benefit to the developer/partner for this model student housing project. Key incentives likely to be applicable include:

- The City of Hagerstown First Third Grant Program, which provides up to a \$250,000 grant for building development. A requirement for applying this program to student housing is that buildings must include ground floor commercial use, as negotiated in the Development Agreement. Funding has been reserved by the Mayor and City Council for the first model student housing project.
- The City of Hagerstown has applied to the State of Maryland for \$150,000 in Community Legacy grant funds to be applied to the renovation expenses to create the units in the first model student housing project. Award announcements are pending.
- The City of Hagerstown Partners in Economic Progress (PEP) Program real estate tax grant-back applicable to Years 1 through 5.

- The City and USMH will provide a Rent Guarantee Agreement for five (5) years that will guarantee rents to the developer for the four student housing units, if losses are experienced due to vacancies.
- Additional incentives available through the PEP Program include:
 - Waived permit and plan review fees and fast tracking of plan approval;
 - Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project; and
 - Free and discounted parking for the first five years in public parking facilities at one space per dwelling unit.

Term of Rent Guarantee Agreement

It is the intent of the City of Hagerstown and USMH to enter into a Rent Guarantee Agreement with the selected developer/partner for the first model project for a period of five (5) years. The City of Hagerstown and USMH reserve the right to terminate the Rent Guarantee Agreement if agreed upon performance measures are not met during the five (5) year period. While the Rent Guarantee Agreement will expire in five (5) years, the student housing arrangement with USMH may be extended for an additional agreed upon timeframe, provided USMH remains satisfied with the developer's performance in providing the student housing to USMH students.

Process and Criteria for Selection of Developer/Partner

Selection Process

After receipt of developer submissions for the RFSI, the City of Hagerstown and USMH will review these submissions and select a short list of developers/partners to submit Proposals. Proposals will be reviewed with the intent of selecting the initial developer/partner. The Mayor and City Council and USMH will review the recommended proposals and then authorize negotiations with the selected candidate. The selected candidate(s) should anticipate a public presentation to the Mayor and City Council and USMH.

The City of Hagerstown/USMH and the selected candidate will then enter into a period of negotiation for a detailed development agreement and a detailed Rent Guarantee Agreement. Among other items, these agreements will describe:

Development Agreement

- The specific unit products to be delivered by the developer.
- The developer's responsibility to document financial capability to complete the development.
- The specific maintenance services to be provided by the developer.
- The required level of communication between the City, USMH and the developer.
- The responsibilities of the City in the timing of development plan reviews.

Rent Guarantee Agreement

- The responsibilities of the City and USMH on guarantee of rents due to any losses experienced due to vacancies.
- The responsibilities of USMH on delivery of student tenants for lease by the developer.
- The responsibilities of the developer to lease the units to students.

Should the selected developer/partner and the City/USMH be unable to achieve agreement on the terms of these agreements, the City/USMH will proceed to enter into negotiations with an alternate candidate subject to approval by the Mayor and Council and USMH.

Selection Criteria

Criteria for ranking the Statement of Interest submissions will include:

- experience in residential development and renovation/adaptive re-use of older buildings;
- experience in management of multi-family residential properties;
- quality of the proposed development plan;
- ability to deliver the product in a timely manner; and
- financial capability to complete development of this type and scale.

Criteria for ranking the Proposals will include the above, as well as the cost effectiveness of the development proposal.

Material to be Submitted by Interested Developers

- I. The first step in the process is submittal of the **Statement of Interest**, which is due by January 9, 2015 using the form provided at the end of this document. Entities interested in being considered for the designated developer/partner selection should submit the information requested in the form.

- II. Following selection of a short list of interested developer/partners, the next step in the process is submittal of a **Proposal for the Student Housing Project**, which is due by February 15, 2015. Entities short-listed for this phase of the project should submit the following:
 1. Description of how financing would be structured—anticipated mix of debt and equity; expected sources of equity. Lender references.
 2. Estimated cost to renovate or create units to the development standards outlined in this RFSI.
 3. A description of the submitter’s development plan, including detailed project budget, floor plans of units, description of amenities and finishes. Examples of product types from other developments should be submitted.

Attachments – Table of Contents

- Attachment 1 Summary of Community’s City Center Plan & Action Report
Attachment 2 About City Center of Hagerstown
Attachment 3 About USMH
Attachment 4 Map of USMH Student Housing Project Area

City of Hagerstown
Catalyst Project #3 – Request for Statement of Interest (RFSI)
for Developer/Partner for Student Housing Project

Statement of Interest Submission Form

Entities interested in being considered as the designated developer/partner should submit the following information:

1. The name and legal description of the entity proposing to be the designated developer.

Name
Title
Phone
Email
Legal Company Name
DBA Company Name (if different)
Address
City/State/Zip
Website

Company Description:

2. A detailed description of the ownership structure of the entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity ("principals"). Attach resumes for all principals with 5% or greater ownership.

3. Project Site Information

Property Address:

Is the property located within the designated two-block area around USMH as displayed as Attachment 4 – Map of USMH Student Housing Project Area? (Must be located within designated area for consideration for the initial model project. Others may submit for consideration for subsequent projects.)

☐ Yes ☐ No

Number of Units Proposed at this Property Address: _____
(Minimum of four (4) units. If more than four (4), only four (4) will qualify for the Rent Guarantee Agreement.)

Description of Units:

(Desired 1,000 sf target size; 2 Bedrooms, 2 Bathrooms)

Unit 1:	_____ sf	_____ Bedrooms	_____ Bathrooms
Unit 2:	_____ sf	_____ Bedrooms	_____ Bathrooms
Unit 3:	_____ sf	_____ Bedrooms	_____ Bathrooms
Unit 4:	_____ sf	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Bedrooms	_____ Bathrooms

Delivery Date for Units – All units can be delivered as move-in ready by (select one)

(For the initial model project, the target move-in ready date is August 2015. Others may submit for consideration for subsequent projects.)

☐ August 2015

☐ August 2016

☐ August 2017

4. A description of the experience of the entity and/or its principals in the development of multi-family residential products and in the renovation/adaptive re-use of older buildings.
5. Identification of the individuals that will be responsible for management of the construction and management of the leased units.
6. Discussion of the financial capacity of the entity and/or principals to undertake the project and evidence of undertaking a minimum \$600,000 development as developer/owner elsewhere.
7. A statement indicating any issues of concern for the submitter in completing the development or leasing the units for student housing.

This material should be submitted **by January 9, 2015** to the:

City Clerk's Office

City of Hagerstown

1 E. Franklin Street

Hagerstown, MD 21740

Attn: RFSI Catalyst Project #3

For questions and clarification of any details of this opportunity, please submit them in writing to:

Erica Bonilla
Finance Department
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
email: ebonilla@hagerstownmd.org.

Written responses will be prepared as an addendum to the RFSI and distributed to all applicants in advance of the submittal deadline.

The Community's City Center Plan

Take a look at the future of our downtown... This is a 10-year roadmap for eight catalyst projects that will spur development in our City Center. The Community's City Center Plan includes detailed annual steps for making these concepts a reality. It creates at least 875 new permanent jobs, bringing \$125 million in new investment downtown.

This is a public-private partnership, where private developers invest 75% of the cost while funding from all levels of government will cover the rest. The City's consultants, Urban Partners, conclude that all of these projects are feasible based on their economic analysis.

This roadmap is the result of broad community input, with the consultants spending over 130 hours collecting feedback from the community. We appreciate your participation in this project to help move our downtown forward!

HAGERSTOWN



CITYCENTER

1. Office Development and Recruitment:



- Position downtown to compete for new office development using portions of Central Parking Lot
- City partners with a selected, experienced developer through a competitive process
- Estimated 154,000 square-foot new office development across three buildings
- Current parking accommodates first 70,000 square feet; additional office will require new parking deck

2. Maryland Theatre Expansion Project:



- Expand draw of downtown's largest attraction
- Grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually
- Continue necessary improvements to seating and "back of house"
- Create new entrance, offices and performance space

3. USMH Expansion Support:



- Support USMH growth from 500 to 750 students
- Add facilities for culinary arts, tourism and hospitality programs
- Capture student housing opportunities downtown:
- Three upper-floor renovation projects
- 12 units to house 24 students

FOR MORE INFORMATION, VISIT US ONLINE AT HAGERSTOWNMD.ORG





The Community's City Center Plan

4. Hotel/Conference Center and Heritage Center/Commemorative Park:



- Construct 200-room "Upper Upscale" hotel (i.e. Sheraton, Wyndham, Hilton)
- Programmed with adjacent 20,000 square-foot conference center
- Establish Civil War Heritage Center and Commemorative Park

5. Linking City Park/WCMFA and A&E District with Trail & New Housing:



- Construct multi-use trail linking City Park with Public Square
- Add 31 new townhomes along trail in first 10 years (more later)
- Rehabilitate Dagmar Hotel and three other W. Antietam buildings as 85 loft apartments

6. Expanded Downtown Arts/Events Programming:



- Build upon positive atmosphere created by events in downtown Hagerstown
- Coordinate with Maryland Theatre programming
- Utilize Main Street and other new funding sources to expand events
- Establish consolidated events calendar

7. Expanded Operations of the City Farmers Market:



- Expand from 7 to 35 hours per week operation
- Implement private management approach
- Coordinate with existing tenants; recruit needed additional tenants
- Make necessary capital improvements
- Re-brand & promote to capture portion of estimated \$13 million in unmet demand for specialty foods

8. Expanded and Targeted Home Ownership Support:



- Aggressively market downpayment assistance
- Target Neighborhoods 1st support programs
- Target Neighborhoods 1st infrastructure and amenity improvements
- Continue acquisition, rehab and resale program
- Establish annual rental licensing inspections
- Continue excessive nuisance enforcement programs



ACTION REPORT – 4th Quarter 2014

Thanks to support and input from our partners, neighbors, businesses and organizations, the Community's City Center Plan is making positive progress. We want to update you on what has been done with the respective projects to date. Regular Action Reports such as this one track our efforts, progress and success!

Here is how the community is moving forward:

Catalyst Project #1 - Office Development and Recruitment

GOALS: To position downtown to compete for new office development using portions of Central Parking Lot to build 154,000 sf across three buildings.

ACTIONS COMPLETED:

1. Developed concept renderings. (Bushey Feight Morin Architects (BFM))
2. Received concept support from M&T Bank. (M&T)
3. Authorized staff to prepare Request for Qualifications (RFQ) to identify potential developers. (City Council)
4. Urban Partners developed a draft RFQ which was approved by the Mayor and City Council on November 25, 2014. (City)

Catalyst Project #2 - Maryland Theatre Expansion Project

GOALS: Expand and improve the facility, and grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually

ACTIONS COMPLETED:

1. Approved \$100,000 in matching funds for new seating. (City Council)
2. Fundraising underway for new seating. Achieved \$390,000+ toward \$500,000 fundraising goal – 78+% of goal reached, and extended fundraising campaign through December 31, 2014. (Maryland Theatre)
3. HVAC replacement project is about 60% complete and should be finished in November. (Maryland Theatre)
4. A letter of intent has been sent to a seating company and a contract approved for floor refinishing and recarpeting. (Maryland Theatre)
5. Back-of-house facility improvements completed or underway include: basement dressing rooms remodeled; stage lighting updated; artist entry; on stage dressing rooms; stage curtains & fire curtain. (Maryland Theatre)

6. Theater is applying to the State of Maryland Arts Council for funding support for future programming and operational needs. (Maryland Theatre)

(*Actions Completed by the Maryland Theatre – Maryland Theatre staff supplied information for the actions completed for this report).

Catalyst Project #3 - USMH Expansion Support

GOALS: Support USMH growth from 500 to 750 students through the addition of new program offerings, and capture student housing opportunities with three (3) upper-floor renovation projects. The three (3) upper-floor renovation projects are planned to be implemented separately, in sequence to each other and throughout the 10 year plan.

ACTIONS COMPLETED:

1. Received concept support from USMH. (USMH)
2. Submitted Community Legacy Grant Application requesting funding. *State awards should be announced shortly.* (City Council)
3. Authorized staff to begin a process for identifying a private-sector partner for an upper-floor renovation project. (City Council)
4. Staff review of sites which may meet the model criteria to be complete in October/November, and solicitation from the private sector to be initiated in December. (City)
5. Reserved \$250,000 from the City's First-Third Grant Program. (City Council)

Catalyst Project #5 - Linking City Park/The Washington County Museum of Fine Arts and A&E District with Trail and New Housing

GOALS: Construct multi-use trail linking City Park/WCMFA with the Arts & Entertainment District, and add 31 new townhomes along trail and rehab buildings to create 85 loft apartments (in 10 years).

ACTIONS COMPLETED:

1. Developed a project timeline with planned completion by **August 2015.** (City)
2. Received concept support from property owners. (City)
3. Authorized staff to seek proposals for the design of the trail amenities. (City Council)
4. Approved the funding plan. (City Council)
5. Authorized staff to negotiate the acquisition/transfer of needed properties. (City Council)
6. Trail area surveyed and base map completed. (City)
7. Selected Mahan Rykiel Associates as the trail designer, and design is underway.
8. Walking tour and public meeting held on October 1 to receive community input for the design of the trail. (City)
9. Layout finalized for trail alignment. (City)
10. Meetings held in November 2014 with Utilities and Hagerstown Police Departments to collect their design ideas. (City)
11. Presentation of design recommendations to Mayor and City Council took place November 18, 2014.

Catalyst Project #6 – Expanded Downtown Arts/Events Programming

GOALS: Leverage resources to produce more frequent events and build upon atmosphere created by popular downtown events.

ACTIONS COMPLETED:

1. A successful Pop-Up Shop Event took place August 22-24, 2014 in conjunction with Augustoberfest weekend. (Downtown Movement & City)

2. The second Holiday Pop-Up Shop Event weekend took place November 21-23 in conjunction with the Annual City Tree Lighting Event, with an encore event on Black Friday, November 28 and Small Business Saturday, November 29, 2014. (Downtown Movement & City)
3. Launched the Fall Edition of the Sounds of the Square Program providing entertainment in Public Square every Friday night for eight (8) weeks, and it will return for the Spring/Summer edition. (A&E Management Board/Washington County Arts Council/City)
4. Main Street Hagerstown designation was received and celebrated October 30, 2014. (City)
5. Revamped Wind Down Downtown Hagerstown events to larger events with added features including a kid's area, themed street activities, souvenir beverage cup, and wrist band system that allows event goers to stroll throughout the entire event area. (Maryland Theatre/City/+ Many Partners)

Catalyst Project #7 – Expanded Operations of the City Farmers Market

GOALS: Expand operations from 7 to 35 hours per week. Implement private management approach. Make necessary capital improvements. Re-brand. Recruit additional tenants.

ACTIONS COMPLETED:

1. Vendors were briefed on the Community's City Center Plan. Scheduling public input session for early Spring. (City)
2. Initial adjustments being made to the space and vendor locations to allow for inclusion of new vendors. (City)
3. Draft Request for Proposals for private management approach is under development and will be brought to Mayor and City Council for review in December or January. (City)

Catalyst Project #8 - Expanded and Targeted Home Ownership Support

GOALS: Market home ownership incentives and support Neighborhood 1st programs. Establish annual rental licensing inspections, and continue excessive nuisance enforcement programs.

ACTIONS COMPLETED:

1. Adopted amendments to require annual exterior inspections of rental properties to provide additional support to protect neighborhoods. (City Council)
2. Adopted amendments to Vacant Structures Program to provide additional support to protect neighborhoods. (City Council)
3. Authorized the addition of five (5) full-time Code Administration staff (three inspectors for neighborhood services, one coordinator/inspector for the vacant structures program, and one admin support for the programs) to help improve the quality of life in our neighborhoods. (City Council)
4. Analysis underway of conditions and acquisition opportunities within three target neighborhoods. (City)

About City Center Hagerstown

Hagerstown is a city of 39,662 founded in 1762, located at the heart of a suburban metro area with a total approximate population of 90,000. Hagerstown's City Center developed during a booming economic era in the late 19th and early 20th century and still contains today the civic, mixed-use and commercial architecture of this era in a pedestrian-friendly atmosphere. Of the 525 buildings in the City Center,

- 43% are commercial or mixed-use,
- 50% are residential (currently, approximately 1,400 occupy-able dwelling units),
- 6% are public or private institutions, and
- less than 2% are industrial.

As the Hub City, Hagerstown developed with an extensive transportation network with all roads and railroads leading to Hagerstown. Today, freight rail remains active through Hagerstown, two interstate highways (I-70 and I-81) intersect in our metro area, and the Hagerstown Regional Airport is just to the north of us.

Because Hagerstown is the county seat, the City Center maintains a sizeable share of government offices and government-related services. In 2012, there were 3,293 employees working in the City Center with 35% of them in public administration and 21% in professional services.

The City Center area contains the most significant concentration of arts, culture, education, and entertainment facilities in the region, being home to:

- the Maryland Theatre,
- Maryland Symphony Orchestra,
- Washington County Museum of Fine Arts (WCMFA),
- University System of Maryland Center at Hagerstown (USMH),
- Barbara Ingram School for the Arts (BISFA),
- Washington County Arts Council, and
- the Fletcher Branch of the Washington County Free Library.

Additionally, the downtown hosts many popular special events, including the Western Maryland Blues Fest and Augustoberfest (our German heritage festival). Attachment 2 highlights other assets in the City Center.

The City, our downtown partners, and private sector investors have been engaged in much positive activity over the past ten years to make the downtown more vital.

This investment activity in the City Center over the past 10 years resulted in \$71.8 million of public and private investment in capital projects completed and \$7.57 million under construction by the end of 2013.

Significant projects include the following:

- University System of Maryland Center at Hagerstown in 2002 to 2005 - \$13.5 million
- Barbara Ingram School of Fine Arts in 2007 to 2009 - \$10.6 million
- Private Building Renovations through the Partners in Economic Progress (PEP) Program - \$9.3 million in completed projects and \$11 million in projects underway. (data through 2014)
- Washington County Free Library Central Branch and Western Maryland Library - \$22 million

As illustrated on Attachment 3, in the past ten years,

- 16 buildings have been renovated,
- six storefront spaces upgraded,
- two hospital buildings demolished for future redevelopment, and
- two blighted properties acquired for future rehabilitation (which included demolition of an old derelict motel).

The renovations created upgraded spaces for:

- seven restaurants,
- two retail shops,
- 27 offices,
- one museum,
- one theater,
- one Church expansion,
- 29 dwelling units.

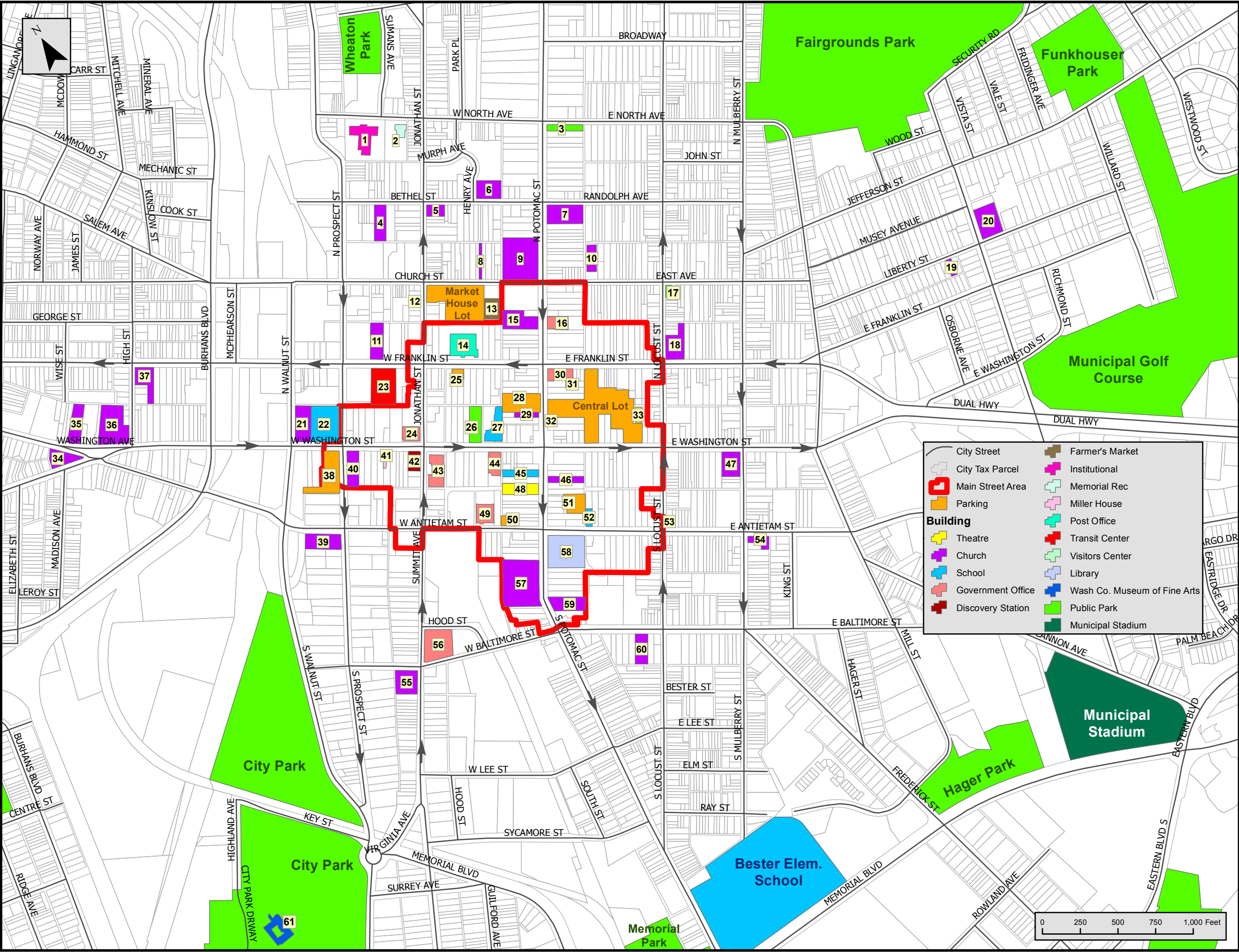
In addition, several public infrastructure improvements were made including:

- a new parking deck,
- a new parking lot,
- a new public park,
- six streetscape enhancements,
- two alley enhancements, and
- a transit center.

78% of the development activity investment in the City Center was by the public sector in this time period. As a result of the City's more recent financial incentive programs, 96% of the under-construction investments involve public-private partnerships. It is a City goal to see a greater percentage of activity by the private sector in downtown development activity in the future. As a means of facilitating this goal and removing barriers to private sector investment, the City created a rich portfolio of Invest Hagerstown incentive programs and has been increasing activity in acquisitions and building upgrades on blighted properties. The City-owned commercial properties and surface parking lots in the City Center are viewed by the City as temporary holdings for future acquisition and/or development by the private sector. Our activities in this area are intended to facilitate investment by the private sector. Consistent with this vision and the Community's City Center Plan, this current project anticipates utilizing portions of City-owned surface parking lots as pad sites for new Class A office development.

In recognition of the positive actions and planning which have recently taken place in Hagerstown and the momentum we have achieved for positive future success, Hagerstown was recently designated by the State of Maryland as Maryland Main Street Community. Hagerstown was also one of the first communities in Maryland with designation as a Maryland Arts & Entertainment District. The City Center is also a targeted area for funds through the Maryland Heritage Area Program and the Maryland Community Legacy Program.

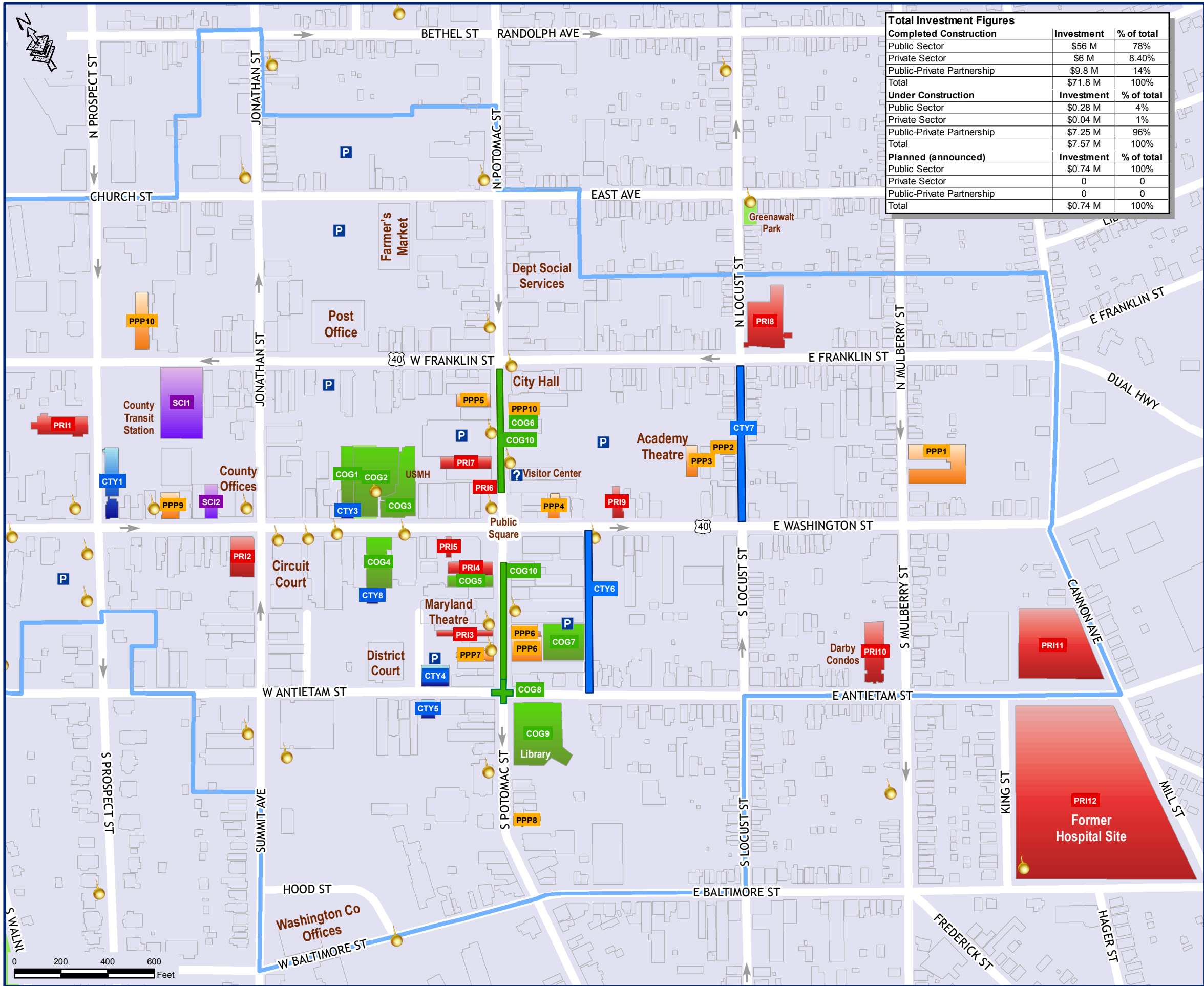
The following pages include 1.) a Map of City Center Assets and the Main Street Hagerstown Area; and 2.) a Map of Hagerstown City Center Development Activity 2003 to 2013.



Main Street Hagerstown and City Center Assets

Building	
1	Head Start of Washington County
2	Memorial Recreation
3	Bloom Park
4	King's Apostle Holy Church
5	Zion Baptist Church
6	Ebenezer AME Church
7	Trinity Evangelical Lutheran Church
8	New Light Metro Community Church
9	Zion Reformed UM Church
10	New Life Victory Center
11	Christ Reformed Church
12	Asbury UM Church
13	Farmer's Market
14	Post Office
15	John Wesley UM Church
16	Dept of Social Services
17	Greenwalt Park
18	Otterbein UM Church
19	St Catherine Orthodox Church
20	Christ Lutheran Church
21	St Mary's Catholic Church
22	St Mary's Catholic School
23	Transit Center
24	County Administration Building
25	Bryan Centre Lot
26	University Plaza
27	University System of MD Hagerstown
28	North Potomac Street Parking Deck
29	Glory Fire Ministries
30	City Hall
31	Potomac Playhouse
32	Visitors Center
33	Academy Theatre
34	St Mark's Lutheran Church
35	Washington Square UM Church
36	First Baptist Church
37	St Matthew's UM Church
38	Rochester Lot
39	St John's Episcopal Church
40	Hagerstown Presbyterian Church
41	Miller House
42	Discovery Station
43	Washington County Courthouse
44	County Administration Building
45	Barbara Ingram School for the Arts
46	Bridge of Life Church
47	Hagerstown Church of the Brethern
48	Maryland Theatre
49	District Court
50	Antietam Street Lot
51	Arts & Entertainment Parking Deck
52	Award Beauty School
53	Trinity Bible Church
54	First Church of God
55	Hagerstown Bible Church
56	Washington Co. Offices
57	St John's Lutheran Church
58	Washington Co. Free Library
59	Fundamental Baptist Church
60	Congregation B'nai Abraham
61	Washington Co. Museum of Fine Arts





Total Investment Figures		
Completed Construction		
Public Sector	\$56 M	78%
Private Sector	\$6 M	8.40%
Public-Private Partnership	\$9.8 M	14%
Total	\$71.8 M	100%
Under Construction		
Public Sector	\$0.28 M	4%
Private Sector	\$0.04 M	1%
Public-Private Partnership	\$7.25 M	96%
Total	\$7.57 M	100%
Planned (announced)		
Public Sector	\$0.74 M	100%
Private Sector	0	0
Public-Private Partnership	0	0
Total	\$0.74 M	100%



Hagerstown City Center Development Activity 2003 to 2013

?

 Visitor Center

P

 Public Parking

Park

City Center

Investment Type

Private

Public Private Partnership

State or County

City and Other Government

City

Building

Interpretive Plaque Site

Key	Description	Use
PRI1	H.W. Murphy Community Health Center, 24 N. Walnut Street	Offices
PRI10	Darby Condominiums, 138 E. Antietam Street	Residential
PRI11	Site of Former Pangborn Hall, 250 E. Antietam Street	Demolition
PRI12	Site of Former Washington County Hospital, 251 E. Antietam Street	Demolition
PRI2	Discovery Station, 101 W. Washington Street	Cultural
PRI3	First Hose Fire Company, 33 S. Potomac Street (Museum & façade enhancement)	Mixed Use
PRI4	Professional Arts Building, 5 Public Square (façade restoration)	Offices
PRI5	Fat Cat Deli's space, 15 W. Washington Street	Restaurant
PRI6	Bikle's Snow, Skate & Surf, 1 N. Potomac Street	Retail
PRI7	Gloryfire Church, 11-15 N. Potomac Street	Faith-Based
PRI8	Otterbein United Methodist Church, 108 E. Franklin Street	Faith-Based
PRI9	Uncle Louie G's, 34 E. Washington Street	Restaurant
PPP3	Academy Theatre, 58 E. Washington (theater and catering hall)	Cultural
PPP1	Mulberry Lofts, N. Mulberry Street	Mixed Use (Under Construction)
PPP10	Aspiring to Serve Building, 140 W. Franklin Street	Faith-Based
PPP2	Burkett's Deli, 23 N. Locust Street	Restaurant
PPP4	El Paso space, 10-12 E. Washington	Restaurant
PPP5	41-43 N. Potomac Street (The Gourmet Goat, dwelling unit)	Mixed Use
PPP6	Bowman Development on S. Potomac Street (Bulls & Bears, WCAC gallery, offices, dwelling unit)	Mixed Use
PPP7	Flying Pie Pizza, 43 S. Potomac Street	Restaurant
PPP8	Edward Jones Investments, Draper & McGinley, PA, 140 S. Potomac Street	Offices
PPP9	Wareham Building, 138 W. Washington Street	Offices (Under Construction)
PPP10	Thai Zap, 40 N. Potomac	Restaurant
SCI1	County Commuter Transfer Station	Infrastructure
SCI2	County Public Relations Office, 120 W. Washington Street	Offices
COG1	USMH Expansion & Business Incubator, 60 W. Washington Street	Education
COG2	University Plaza	Infrastructure
COG2	New Stage and Shade Sails in University Plaza	Infrastructure
COG3	University System of Maryland at Hagerstown (USMH)	Education
COG4	43-53 W. Washington Street - acquisition	Mixed Use
COG5	Barbara Ingram School for the Arts (BISFA)	Education
COG6	36-40 N. Potomac Street - acquisition, façade, artist lofts, art gallery	Mixed Use
COG7	A&E Parking Deck (195 spaces)	Infrastructure
COG8	S. Potomac/Antietam Intersection Enhancement	Infrastructure
COG9	Washington County Free Library	Education
COG10	Sidewalk Café Enhancements on Potomac Street	Infrastructure
CTY1	Nicodemus Building, 170 W. Washington Street (demolition of motel addition & ready for re-sale)	Offices (Under Construction)
CTY2	10 N Prospect St (Demolition)	Demolition
CTY3	Think Re-Ink, 60 W. Washington Street	Retail
CTY4	Antietam Street Parking Lot	Infrastructure
CTY5	Demolition of 19-23 W. Antietam Street	Infrastructure (Planned)
CTY6	Renaissance Way	Infrastructure
CTY7	N. Locust Street Enhancement	Infrastructure
CTY8	Updegraff Buildings, 43-53 W. Washington Street (demo rear wing, rehab storefronts on 43, new roof, firewall)	Mixed Use (Planned)

Data Sources: City of Hagerstown, 2013; Washington County, 2005
Prepared By: Hagerstown Planning & Code Admin. Div. 12/19/13

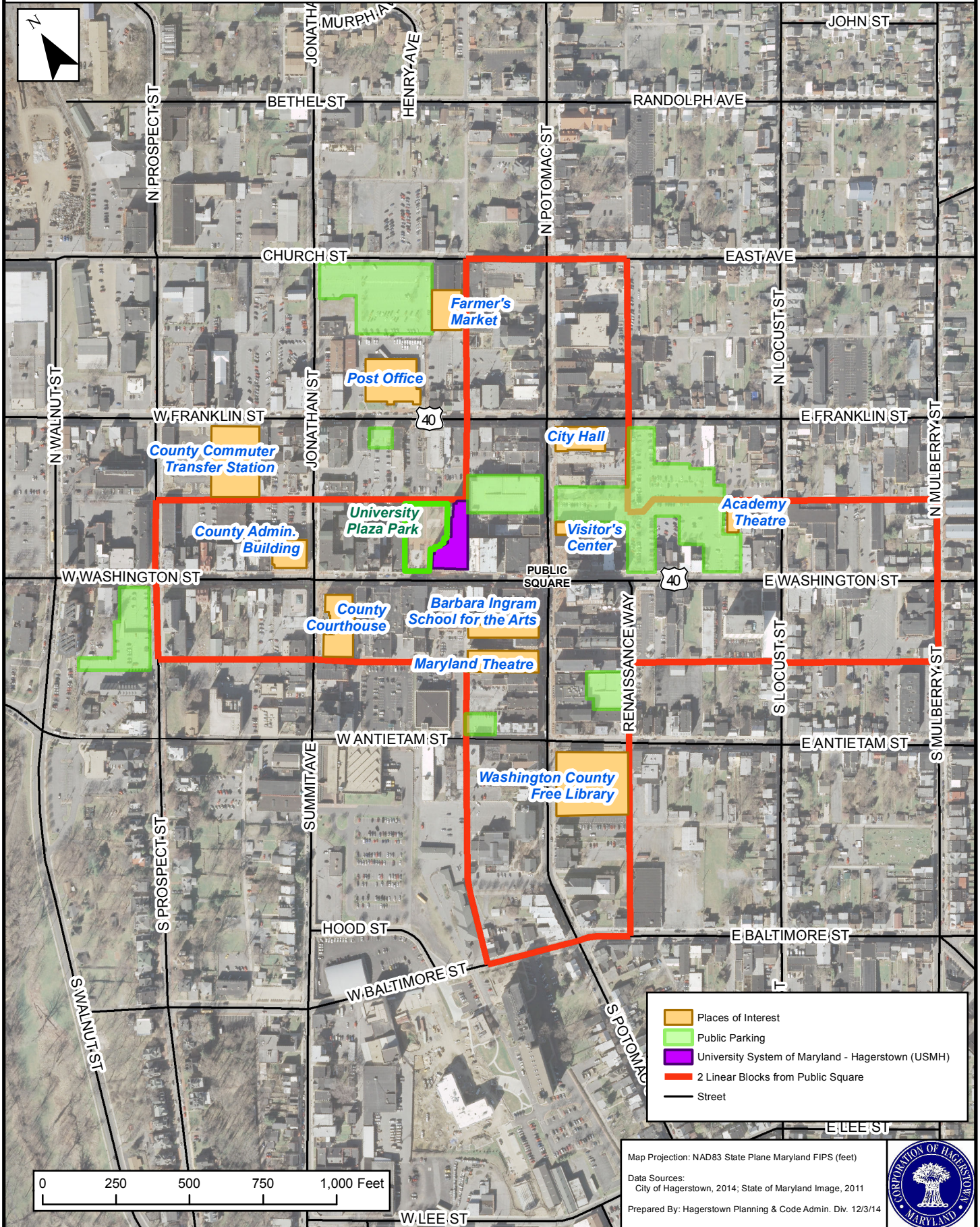
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About University System of Maryland Center at Hagerstown (USMH)

The University System of Maryland at Hagerstown (USMH) opened for classes in 2005 following a \$13.5 million renovation and addition project of the old Baldwin House/Routzahn's Department store complex of historic buildings at 32-48 W. Washington Street. In the nearly 10 years since the facility opened, 1,360 students have graduated from undergraduate, graduate and post-graduate programs offered at the regional higher education center. In the fall of 2014, more than 20 programs of study were available at USMH through six highly respected state institutions: Coppin State University, Frostburg State University, Salisbury University, Towson University, University of Maryland College Park and University of Maryland University College. Programs of study were offered in the fields of nursing, education, business administration, accounting, social work, sociology, psychology, sport management, health information management, criminal justice, cybersecurity, investigative forensics, information systems management and engineering.

While initially attracting primarily non-traditional, local students, USMH has grown its traditional college-age population to be about 50 percent of total enrollment. Further, students who do not live within commuting distance are enrolling in high-demand, competitive programs, such as nursing, and seeking housing in the local area while they complete their degrees. As planned new programs, which are expected to attract students from a broad geographic region, come to fruition, this housing need is likely to grow. Student enrollment in the fall of 2014 was approaching 500. This number will increase during the next five years as current programs expand and new programs are added.

Map of USMH Student Housing Project Area



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

City Center Broadband Project

Mayor and City Council Action Required:

Consent to move forward with distribution of a Request for Interest (RFI) to gather interest from private sector in partnering on this project.

Discussion:

Financial Impact:

None.

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	M_C Memo Broadband 12-1-2014.pdf	Cover Memo



CITY OF HAGERSTOWN, MARYLAND
Technology & Support Services – Scott Nicewarner, Director
1 E. Franklin St., Hagerstown, MD 301-766-4071

December 1, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Scott Nicewarner, Director of Technology & Support Services *SN*

RE: City Center High-Speed Broadband Project – First Steps

The opportunity to provide high-speed broadband to the City Center area has, since the discussions related to the One Maryland Broadband Initiative, been of interest to the City. One of the results of this work was the production of a Washington County broadband needs assessment and executive recommendation report that was presented to Mayor and Council in September of 2013 by Andrew Cohill of Design Nine, Inc.

Unfortunately, the OMBN has not produced the results initially communicated to the City by the State Department of Information Technology or their implementation contractor Maryland Broadband Cooperative. Staff, anticipating that this lack of progress may happen, has continued with researching the opportunities that may be available to the City to provide the needed high-speed connectivity to the Internet that high-tech companies would need to consider staying and/or locating in our City Center area. The foundation for this project would be the Urban Partners City Center Catalyst Projects, of which all would be a beneficiary of high-speed connectivity if made available.

Staff will present the first steps recommended to be taken in reaching out to interested partners across the country to work with the City to provide high-speed, Fiber-to-the-Premise (FTTP), connectivity to the City Center area to include the following goals:

- GOAL 1:** Create an open access gigabit fiber network in a targeted commercial corridor known as "City Center Hagerstown" to foster innovation, drive job creation, and stimulate economic growth
- GOAL 2:** Establish free wireless networks in parks and public spaces across the City, with primary focus on the following areas: City Park, Pangborn Park, Wheaton Park, Hellane Park and Fairgrounds Park.
- GOAL 3:** Evaluate the opportunity to expand wired/wireless services to areas beyond our City Center urban core to include underserved residential areas, business parks, and/or target commercial areas.
- GOAL 4:** Establish a presence within the community in the form of co-location facility and business branch office space in which to conduct business.
- GOAL 5:** Provide connectivity opportunities for existing City camera surveillance system, including expansion into other developing areas of the City.

Thank you for the opportunity to present this first step in what we hope is a great opportunity to grow business and residential opportunities for the City.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

200th Anniversary Parade First Hagerstown Hose Company - 2015

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	First_Hose_Parade1.pdf	Request from First Hose Company for Parade
	First_Hose_Parade2.doc	Request from First Hose Company for Parade



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
Business & Community Relations Division
Karen M. Giffin ~ Community Affairs Manager
301.766.4188

December 4, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Karen Giffin, Community Affairs Manager
RE: **200th Anniversary Parade First Hagerstown Hose Company - 2015**

First Hagerstown Hose Company would like to do a parade on October 3, 2015 at 1 p.m. for their 200th Anniversary. They have made this request in writing on the attached letter.

If approval of the parade is given by the Mayor and City Council, City Staff will work with members of different departments to ensure the safety of the participants and attendees of the parade.

We will request the First Hagerstown Hose Company to have a certificate of insurance and name the City of Hagerstown as an added insured and to notify all businesses along the route before the event.

Please note First Hagerstown Hose Company is working with Parks and Recreation Staff on other fireman's games at Fairgrounds Park that same afternoon.

Staff looks forward to discussing this great anniversary event, and Capt. Warren E. Royce Jr. will be attending the Mayor and Council meeting.

★ ★ ★ ★

Attachment

cc: John Lestitian, Director of Community and Economic Development
Doug DeHaven, Fire Marshall
Eric Deike, Public Works
Chief Mark Holtzman, Police
Jim Bender, Assistant City Engineer



First Hagerstown Hose Company

*33 South Potomac Street
Hagerstown, MD 21740
(301) 733-3339*

October 17, 2014

Good Morning,

The Anniversary Committee of the First Hagerstown Hose Company have finalized our plans for our 200th Anniversary Parade. We would like to ask permission to hold the parade on October 3, 2015 at 1:00 PM kicking off Fire Prevention Week. We would also like to hold our Muster (fireman's games) at the "Great Hagerstown Fairgrounds" around 3:00 PM the same afternoon. The parade would start at the point where Potomac Avenue and Oak Hill Avenue meet and proceed down Potomac Street and end at E. Antietam St., using our firehouse as a judges stand for the event.

We humbly ask for your approval and support in making our celebration an event for all to remember. We have tried to look at every detail, dot every I and cross every T to make this happen. Our major concern would be blocking of traffic for the event. We plan on meeting with our Auxiliary Police and asking for assistance of the Washington County Fire Police volunteers to assist with traffic so this event could be made possible.

Please, if you have any questions, comments or concerns, feel free to contact me, Captain Warren Royce at 301-733-3339, 301-800-5843 or by email at wroyce@engienone.org.

Thank you for your time and consideration!

Yours in Service,

Warren E. Royce Jr.
Captain
First Hagerstown Hose Co.
Hagerstown Fire Department



First Hagerstown Hose Company

*33 South Potomac Street
Hagerstown, MD 21740
(301) 733-3339*

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Please, if you have any questions, comments or concerns, feel free to contact me, Captain Warren Royce at 301-733-3339, 301-800-5843 or by email at wroyce@engienone.org.

Thank you for your time and consideration!

Yours in Service,

Warren E. Royce Jr.
Captain
First Hagerstown Hose Co.
Hagerstown Fire Department

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Police Athletic League Country Music Festival - 2015

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

▯ [PAL_Country_Music_Festival.pdf](#)

Description

Police Athletic League
Country Music Festival -
2015



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
Business & Community Relations Division
Karen M. Giffin ~ Community Affairs Manager
301.766.4188

December 4, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Karen Giffin, Community Affairs Manager
Rodney Tissue, City Engineer

RE: **Police Athletic League Country Music Festival - 2015**

The Police Athletic League would like to do a country music festival at Fairgrounds Park on September 26, 2015. It would run from noon until 8 p.m. The festival would showcase national and regional country music artists and some children's activities. They are asking permission to sell alcoholic beverages – beer and wine. Please note, if approved, this would be the first alcohol-use approval for Fairgrounds Park. This is an exception to our standard park rules.

The Police Athletic League have met with City Engineer, Rodney Tissue, regarding use of the facility and also with Karen Giffin on event planning. Some conditions that would be required for use if approved are:

- Absolutely no heavy equipment or trucks on field turf
- Fee to rent the Park is \$1000 per 6 hours and must be coordinated with the seven (7) user groups (one of which is PAL)
- Parks Division would need reimbursed for their work.
- Tents must be weighted down – no stakes
- Need dumpsters for trash, portapots contracted by PAL
- PAL would need all the correct permits and required insurance.
- Electric needs would need to be calculated and PAL may need to purchase this system.
- Parking on site will be inadequate and other transportation/shuttle would need to be reviewed.
- If set up night before – security provided by PAL.
- Rain or shine? Rain would have large detrimental impact on sports fields
- Park cleaned up for next morning by PAL
- Colorsplash is already 9/12/15 and City Park days is 9/19/15 which takes a lot of staff time and City Staff would not be operating the event.
- The fields would need to be bonded or insured for a recommended amount to be determined. This would help with major repair work and reseeding if needed.

The Police Athletic League is also asking the City to assist with some City Services such as electric, trash removal, police services and shuttle transportation. City Staff would need to quantify these costs and come back at a future Work Session.

City Staff is initially asking if the Police Athletic League's request to have the event and the selling of alcoholic beverages on the Fairgrounds Park site is approved.

Representatives of the Police Athletic League will be in attendance at the Mayor and City Council Work Session on December 9, 2014.



Attachment

cc: John Lestitian, Director of Community and Economic Development
Doug DeHaven, Fire Marshall
Chief Mark Holtzman, Police



THE HAGERSTOWN AREA POLICE ATHLETIC LEAGUE

Ms. Karen Giffin,

The Hagerstown Area Police Athletic League (PAL) is requesting the use of the Hagerstown's Fairgrounds Park on September 26, 2015 for a Country Music Festival. This Festival will be an all day event running from 12 PM until 8 PM, and feature local and national Country music recording artists. The festival will serve a major fundraiser for the Police Athletic League with proceeds to benefit our programs and continued improvements to our club house and fitness center area.

We are also requesting city utilities (electricity/trash removal/police) for the festival as well as shuttle transportation from city owned parking lots/decks to the event. The PAL will work with the City of Hagerstown to ensure safety and security at the festival. The PAL would also like to donate a portion of the net proceeds to the City of Hagerstown to be used for Fairgrounds Park.

Thank You,

Nick Varner
President
Hagerstown Area Police Athletic League

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Draft Resolution - State Funding Comment Request

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	State Funding Comment Resolution.pdf	Draft Resolution

RESOLUTION

ESTABLISHING THE CITY OF HAGERSTOWN'S ONGOING REQUEST THAT THE STATE OF MARYLAND ALLOW FOR AN OPPORTUNITY FOR THE CITY OF HAGERSTOWN TO PROVIDE COMMENT TO THE STATE IN CERTAIN CIRCUMSTANCES

WHEREAS, the State of Maryland requires in the Land Use Article, Title 3, that municipal governments adopt a comprehensive plan which establishes, sets and addresses the goals and objectives for the development and redevelopment of the City, and the improvement of the quality of life of its residents, and

WHEREAS, the State of Maryland further encourages municipal governments to obtain State designations such as the Sustainable Community, the Arts and Entertainment District, the Main Street Maryland and like designations which all require corresponding plans, and

WHEREAS, the City of Hagerstown has developed a Vision for the City and its neighborhoods, and in accordance with State requirements adopted a Comprehensive Plan, a Sustainable Community Plan, and Arts and Entertainment District Plan and a Main Street Hagerstown Plan, and

WHEREAS, the State of Maryland has furthered such planning by partnering with the City of Hagerstown by funding the City of Hagerstown's redevelopment plan known as the Community's City Center Plan, and

WHEREAS, the State of Maryland preempts the City of Hagerstown from regulating various organizations, service providers and like entities, which operate in or seek to operate in the City's corporate boundaries, and

WHEREAS, the State of Maryland contracts with and/or provides licensure, permits, and/or funding to these same various organizations, service providers and like entities operating in or seeking to operate within the corporate limits of the City of Hagerstown and said operations may be incongruent with the City's established vision and plans, and

NOW THEREFORE BE IT resolved that the Mayor and City Council hereby approves and affirms an ongoing request that the State of Maryland, through its various departments, provides to the City of Hagerstown an opportunity to comment on all pending contracts and applications for licensure, permits and/or funding requests being considered by the State of Maryland from organizations, service providers and like entities operating, expanding, or proposing to establish operations within the corporate boundaries of the City of Hagerstown to determine whether such operations, expansions or plans to establish such operations are in support of the City's vision and plans. All such opportunities to comment shall be made to the City Clerk.

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
David S. Gysberts, Mayor

Witness and Attest as to
Corporate Seal:

Donna Spickler
City Clerk

Date of Passage: _____

Record and Return to:
Donna Spickler, City Clerk
1 East Franklin Street
Hagerstown, MD 21740

No. _____

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Sidewalk and Storefront Amendments

Mayor and City Council Action Required:

Discussion of proposed amendments to Chapter 216, Streets and Sidewalks, and to the Land Management Code to provide standards and restrictions for private use of public sidewalks and to protect storefronts in the City Center for use by high-intensity commercial uses. Staff will be present at the December 9th Mayor and City Council meeting to answer any questions about these proposed Code amendments.

Discussion:

Private Use of Public Sidewalks for Certain Commercial Activity

Per Resolution 2013-36, the Mayor and City Council recognized that our housing and neighborhoods are the foundation upon which healthy communities are built and the body committed to supply the necessary legislation and resources to establish and nurture housing and neighborhoods throughout the city.

In keeping with this resolution and the general police powers of the City to protect public health, safety and welfare, staff propose to the Mayor and City Council that it is in the best interests of our residents and our mixed-use and commercial districts to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. As such, the following City Code amendments are proposed to address some issues related to private use of public sidewalks.

Chapter 216

Streets and Sidewalks – *new Article VIII – Private use of Public Sidewalks*

Sec. 216-61: The purpose of this article is to establish standards and licensing provisions for private use of public sidewalks that have been deemed appropriate by the Mayor and City Council.

1. Staff have received many complaints about unsightly and ongoing displays of merchandise on the sidewalks in the City Center by certain businesses. The businesses that are the subject of

the complaint have had constant and disorderly displays of merchandise on the sidewalks that take up walkway room and resemble a “set out” by the landlord. These displays have a negative impact on the quality of life and image of our neighborhoods and community as a whole. These displays also negatively affect the image of the City Center business district and can have an adverse impact on surrounding businesses. See attached sample photos. The City Code does not presently address this issue adequately; therefore staff propose the following addition to Chapter 216.

Staff are drafting a policy document on the Standards and Conditions for issuance of such licenses, which will be reviewed with the Mayor and City Council at a future date. We anticipate that the license for private displays by abutting businesses will be limited to four (4) events in a calendar year and each event to be no longer than three (3) consecutive business days. We recommend that displays be permitted only while the business is open and never between 10:00 p.m. and 7:00 a.m. We anticipate that a blanket license would be created for City-sponsored or City-supported events to cover all businesses participating that would have displays in the public right-of-way.

Sec. 216-62: Sidewalk Business License in the City Center

In the City Center Mixed-Use (CC-MU) zoning district, the display of merchandise on the public sidewalk shall only be permitted for abutting businesses and/or for City-sponsored or City-supported events, if a license is granted by the City for a specified time per the parameters outlined in the City’s adopted Standards and Conditions for Sidewalk Business Licenses.

- a. The use of the public sidewalk for display of merchandise shall be subject to the criteria of the City’s Standards and Conditions for Sidewalk Business Licenses and shall be operated as approved in the license.***
- b. Any ongoing and unlicensed merchandise display in public street rights of way in existence as of the effective date of this chapter amendment shall cease upon the effective date of this amendment.***
- c. This provision shall not apply to those enterprises licensed under Chapter 176, Vendors, Peddlers, and Transient Dealers, as that chapter delineates the standards by which those enterprises may operate.***

2. We have a Mayor and City Council approved policy for licensing sidewalk cafes on the public sidewalks of the city. In November 2007, the Mayor and City Council approved the attached “Sidewalk Café Standards” for issuing these licenses. This policy is not codified; therefore staff have drafted the following addition to Chapter 216.

Sec. 216-63: Sidewalk Café License

The City Engineer may grant a license to occupy a portion of public sidewalks with seating for abutting restaurant uses in those districts where restaurants are a permitted use, provided that the café area is delineated on the sidewalk café license. The seating area shall be subject to the criteria of the City's "Sidewalk Café Standards" and shall be operated as approved in the license.

3. The issue of yard sales on public sidewalks is an issue that arises from time to time in areas of the city where houses have no setbacks from the street. Since yard sales on private property are not licensed and this activity on sidewalks is not by commercial enterprises and occurs adjacent to dwellings occupied by the individual holding the yard sale, staff are proposing this less formal approach for yard sales – but consistent with the Land Management Code requirement for yard sales on private residential property. The LMC standard at present is up to four times per year and for no more than three consecutive days for each sale.

Sec. 216-64: Sidewalk Yard Sales

For residential buildings abutting public sidewalk, yard sales by home-owners or tenants is permitted on the sidewalk in front of their dwelling unit subject to the limitations on yard sales in Chapter 140, Land Management Code, and provided that:

- a. at least five feet of clearance is kept open for pedestrian traffic;***
- b. no display is in front of or two feet on either side of a building entrance, fire hydrant, or property line;***
- c. display is at least 15 feet from any adjoining street corner, alley or driveway to provide adequate sight distance.***

For the purposes of this chapter, yard sale is defined as all general sales open to the public, conducted by a resident within the public right-of-way abutting his/her residential premises in any zoning district. A yard sale shall not include the sale of inventory purchased or acquired by the resident for the purpose of resale.

4. Another issue that should be codified is the City's process for approving encroachments by structures (porches, handicap ramps) and objects (signs) into the public right-of-way. In December 2005, the Mayor and City Council approved the attached ordinance authorizing staff to issue

certain licenses. Others must be approved on a case by case basis by the Mayor and City Council. The following is the suggested language for addition to Chapter 216.

216-65: License for right-of-way encroachments

A license is required for any private structure or object that encroaches into the public right-of-way of a street or alley.

- a. The City Engineer or City Administrator is hereby authorized (but not required) to negotiate the terms of and execute non-exclusive License Agreements on behalf of the City for replacement of handicap ramps, steps, stairs, porches, stoops, fences, roof overhangs, canopies, etc., and for the temporary placement of street furniture that encroaches into the public right-of-way.***
- b. All other License Agreements including new or enlarged encroachments into the public right-of-way shall require City Council approval.***
- c. All such Licenses Agreements shall be non-exclusive with the City retaining its right and the public's right, where applicable, to use the property in conjunction with the licenses.***
- d. Any such License Agreements shall contain language that holds harmless the City from any liability not caused by the negligence of the City.***
- e. Any such License Agreement shall be signed by the applicant and recorded with the City Clerk.***
- f. All such License Agreements shall include a clause that allows the City to terminate the agreement at its will after giving reasonable notice to the licensee.***
- g. The procedure for obtaining a license shall be in accordance with the Engineering Division's standards and regulations for License Agreements.***

The proposed amendments to Chapter 216 have been developed by Planning, Engineering, and Economic Development staff. The Sidewalk Business License proposal was forwarded last month to the Downtown Alliance for their information and input.

Proposed Storefront Protection Zone Provision for the LMC

City staff and the Mayor and City Council have expressed concerns in recent months over the loss of retail storefronts in the City Center for offices and other low-intensity uses. To address this concern, Planning staff have been working with the Planning Commission on proposed amendments to the Land Management Code (LMC) to create a Storefront Protection Zone provision in the CC-MU zoning district (see attached).

The intention of the proposed amendments is to promote occupation of storefronts in a newly designated Storefront Protection Zone in the City Center by certain higher-intensity business/commercial uses (e.g., restaurants, retail, etc.) that have the potential to attract additional pedestrian traffic and private investment to the City Center and will support the City Center's cluster of arts, cultural and education related activities. All lower-intensity uses (offices, warehousing, churches, etc.) in the Storefront Protection Zone would need to be located in non-storefront space (behind storefronts or on upper floors) or in buildings that do not contain storefronts or are single-user institutional (e.g., City Hall, USMH, BISFA, Library) or single-user auditorium (e.g., Maryland Theatre, Bridge of Life) buildings.

The Planning Commission wrapped up initial discussions on this proposed provision on November 12th. This proposal was also forwarded to the Downtown Alliance last month for their information and input.

NEXT STEPS

If the Mayor and City Council desire to move forward with the proposed amendments to Chapter 216, an ordinance can be ready for introduction this month.

Staff anticipate the Commission's public review meeting on the Storefront Protection Zone provision and other proposed LMC amendments will occur in either January or February. Once the draft amendments are finalized following the public review meeting, the Commission will forward a recommended package of amendments to the Mayor and City Council for a public hearing and adoption.

Attachment 1 – Sample photos of sidewalk displays of commercial items

Attachment 2 – Sidewalk Café Standards

Attachment 3 – Routine License Agreements by City Staff on Behalf of the City

Attachment 4 – Proposed Storefront Protection Zone Provisions for LMC

Financial Impact:

Recommendation:

Motion:

Action Dates:

December 9 - Discussion

December 16 - Introduction of Ordinance on Chapter 216 Amendments?

ATTACHMENTS:

File Name		Description
❏	120414_M_CC_Packet_Sidewalk_and_Storefronts_Amendments.pdf	Sidewalk and
		Storefront Amendments



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

Planning & Code Administration Division

Code Administration Office: 301-739-8577 x 127

MEMORANDUM

TO: Bruce Zimmerman, City Administrator

FROM: Kathleen A. Maher, Planning Director
Rodney Tissue, City Engineer
Jill Frick, Economic Development Manager

DATE: December 4, 2014

SUBJECT: Sidewalk and Storefront Amendments

Mayor and City Council Action Requested

Discussion of proposed amendments to Chapter 216, Streets and Sidewalks, and to the Land Management Code to provide standards and restrictions for private use of public sidewalks and to protect storefronts in the City Center for use by high-intensity commercial uses. Staff will be present at the December 9th Mayor and City Council meeting to answer any questions about these proposed Code amendments.

Private Use of Public Sidewalks for Certain Commercial Activity

Per Resolution 2013-36, the Mayor and City Council recognized that our housing and neighborhoods are the foundation upon which healthy communities are built and the body committed to supply the necessary legislation and resources to establish and nurture housing and neighborhoods throughout the city.

In keeping with this resolution and the general police powers of the City to protect public health, safety and welfare, staff propose to the Mayor and City Council that it is in the best interests of our residents and our mixed-use and commercial districts to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. As such, the following City Code amendments are proposed to address some issues related to private use of public sidewalks.

Chapter 216

Streets and Sidewalks – *new Article VIII – Private use of Public Sidewalks*

Sec. 216-61: The purpose of this article is to establish standards and licensing provisions for private use of public sidewalks that have been deemed appropriate by the Mayor and City Council.

1. Staff have received many complaints about unsightly and ongoing displays of merchandise on the sidewalks in the City Center by certain businesses. The businesses that are the subject of the complaint have had constant and disorderly displays of merchandise on the sidewalks that take up walkway room and resemble a “set out” by the landlord. These displays have a negative impact on the quality of life and image of our neighborhoods and community as a whole. These displays also negatively affect the image of the City Center business district and can have an adverse impact on surrounding businesses. See attached sample photos. The City Code does not presently address this issue adequately; therefore staff propose the following addition to Chapter 216.

Staff are drafting a policy document on the Standards and Conditions for issuance of such licenses, which will be reviewed with the Mayor and City Council at a future date. We anticipate that the license for private displays by abutting businesses will be limited to four (4) events in a calendar year and each event to be no longer than three (3) consecutive business days. We recommend that displays be permitted only while the business is open and never between 10:00 p.m. and 7:00 a.m. We anticipate that a blanket license would be created for City-sponsored or City-supported events to cover all businesses participating that would have displays in the public right-of-way.

Sec. 216-62: Sidewalk Business License in the City Center

In the City Center Mixed-Use (CC-MU) zoning district, the display of merchandise on the public sidewalk shall only be permitted for abutting businesses and/or for City-sponsored or City-supported events, if a license is granted by the City for a specified time per the parameters outlined in the City's adopted Standards and Conditions for Sidewalk Business Licenses.

- a. The use of the public sidewalk for display of merchandise shall be subject to the criteria of the City's Standards and Conditions for Sidewalk Business Licenses and shall be operated as approved in the license.***
- b. Any ongoing and unlicensed merchandise display in public street rights of way in existence as of the effective date of this chapter amendment shall cease upon the effective date of this amendment.***
- c. This provision shall not apply to those enterprises licensed under Chapter 176, Vendors, Peddlers, and Transient Dealers, as that chapter delineates the standards by which those enterprises may operate.***

2. We have a Mayor and City Council approved policy for licensing sidewalk cafes on the public sidewalks of the city. In November 2007, the Mayor and City Council approved the attached “Sidewalk Café Standards” for issuing these licenses. This policy is not codified; therefore staff have drafted the following addition to Chapter 216.

Sec. 216-63: Sidewalk Café License

The City Engineer may grant a license to occupy a portion of public sidewalks with seating for abutting restaurant uses in those districts where restaurants are a permitted use, provided that the café area is delineated on the sidewalk café license. The seating area shall be subject to the criteria of the City’s “Sidewalk Café Standards” and shall be operated as approved in the license.

3. The issue of yard sales on public sidewalks is an issue that arises from time to time in areas of the city where houses have no setbacks from the street. Since yard sales on private property are not licensed and this activity on sidewalks is not by commercial enterprises and occurs adjacent to dwellings occupied by the individual holding the yard sale, staff are proposing this less formal approach for yard sales – but consistent with the Land Management Code requirement for yard sales on private residential property. The LMC standard at present is up to four times per year and for no more than three consecutive days for each sale.

Sec. 216-64: Sidewalk Yard Sales

For residential buildings abutting public sidewalk, yard sales by home-owners or tenants is permitted on the sidewalk in front of their dwelling unit subject to the limitations on yard sales in Chapter 140, Land Management Code, and provided that:

- a. at least five feet of clearance is kept open for pedestrian traffic;***
- b. no display is in front of or two feet on either side of a building entrance, fire hydrant, or property line;***
- c. display is at least 15 feet from any adjoining street corner, alley or driveway to provide adequate sight distance.***

For the purposes of this chapter, yard sale is defined as all general sales open to the public, conducted by a resident within the public right-of-way abutting his/her residential premises in any zoning district. A yard sale shall not include the sale of inventory purchased or acquired by the resident for the purpose of resale.

4. Another issue that should be codified is the City’s process for approving encroachments by structures (porches, handicap ramps) and objects (signs) into the public right-of-way. In December 2005, the Mayor and City Council approved the attached ordinance authorizing staff to issue certain licenses. Others must be approved on a case

by case basis by the Mayor and City Council. The following is the suggested language for addition to Chapter 216.

216-65: License for right-of-way encroachments

A license is required for any private structure or object that encroaches into the public right-of-way of a street or alley.

a. The City Engineer or City Administrator is hereby authorized (but not required) to negotiate the terms of and execute non-exclusive License Agreements on behalf of the City for replacement of handicap ramps, steps, stairs, porches, stoops, fences, roof overhangs, canopies, etc., and for the temporary placement of street furniture that encroaches into the public right-of-way.

b. All other License Agreements including new or enlarged encroachments into the public right-of-way shall require City Council approval.

c. All such License Agreements shall be non-exclusive with the City retaining its right and the public's right, where applicable, to use the property in conjunction with the licenses.

d. Any such License Agreements shall contain language that holds harmless the City from any liability not caused by the negligence of the City.

e. Any such License Agreement shall be signed by the applicant and recorded with the City Clerk.

f. All such License Agreements shall include a clause that allows the City to terminate the agreement at its will after giving reasonable notice to the licensee.

g. The procedure for obtaining a license shall be in accordance with the Engineering Division's standards and regulations for License Agreements.

The proposed amendments to Chapter 216 have been developed by Planning, Engineering, and Economic Development staff. The Sidewalk Business License proposal was forwarded last month to the Downtown Alliance for their information and input.

Proposed Storefront Protection Zone Provision for the LMC

City staff and the Mayor and City Council have expressed concerns in recent months over the loss of retail storefronts in the City Center for offices and other low-intensity uses. To address this concern, Planning staff have been working with the Planning Commission on proposed amendments to the Land Management Code (LMC) to create a Storefront Protection Zone provision in the CC-MU zoning district (see attached).

The intention of the proposed amendments is to promote occupation of storefronts in a newly designated Storefront Protection Zone in the City Center by certain higher-intensity business/commercial uses (e.g., restaurants, retail, etc.) that have the potential to attract additional pedestrian traffic and private investment to the City Center and will

support the City Center's cluster of arts, cultural and education related activities. All lower-intensity uses (offices, warehousing, churches, etc.) in the Storefront Protection Zone would need to be located in non-storefront space (behind storefronts or on upper floors) or in buildings that do not contain storefronts or are single-user institutional (e.g., City Hall, USMH, BISFA, Library) or single-user auditorium (e.g., Maryland Theatre, Bridge of Life) buildings.

The Planning Commission wrapped up initial discussions on this proposed provision on November 12th. This proposal was also forwarded to the Downtown Alliance last month for their information and input.

NEXT STEPS

If the Mayor and City Council desire to move forward with the proposed amendments to Chapter 216, an ordinance can be ready for introduction this month.

Staff anticipate the Commission's public review meeting on the Storefront Protection Zone provision and other proposed LMC amendments will occur in either January or February. Once the draft amendments are finalized following the public review meeting, the Commission will forward a recommended package of amendments to the Mayor and City Council for a public hearing and adoption.

Attachment 1 – Sample photos of sidewalk displays of commercial items

Attachment 2 – Sidewalk Café Standards

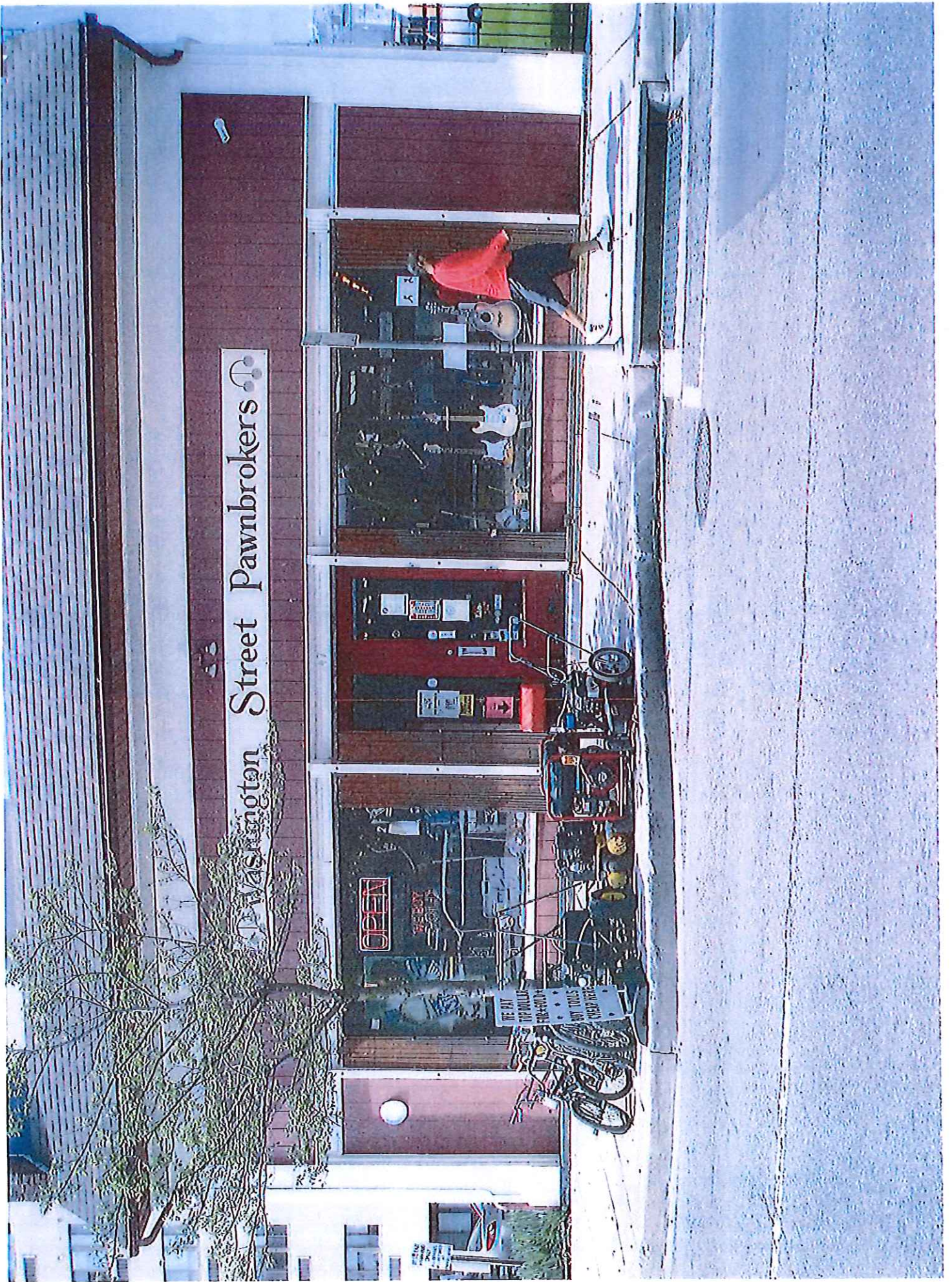
Attachment 3 – Routine License Agreements by City Staff on Behalf of the City

Attachment 4 – Proposed Storefront Protection Zone Provisions for LMC

c: John Lestitian, Director, DCED
Mark Boyer, City Attorney
Bill Nairn, City Attorney







City of Hagerstown Sidewalk Café Standards

1. Application Process: Applicant must submit a sidewalk dining application, a certificate of liability insurance (naming City as additional insured), and site/seating plan showing maximum usage and illustrations of furniture items.
2. License Agreement: The license agreement allows for temporarily use of the public right-of-way for the sidewalk cafes. This agreement will be administratively approved and can be revoked by the City with a 5 day notice. Appeals can be made to the Mayor and City Council. License agreements shall automatically renew for a one-year term (unless terminated by either party) and are not transferable. These agreements for sidewalk café areas shall only be issued for restaurants serving prepared food. Operators must maintain sidewalk in clean safe condition for pedestrian travel and must immediately clear the sidewalk when ordered to do so by the City. The holder of the license agreement is responsible for removing trash and litter from permitted sidewalk café area and for hosing down the sidewalk every night. Enforcement of the standards associated with this license agreement shall be by the City Engineering and Code Administration Department and the City Police Department.
3. Sale of Alcohol: An operating establishment shall not sell, serve or allow consumption of alcohol on its sidewalk café without obtaining the required café license from the Liquor Board. Notwithstanding any contrary or different hours of operation in its liquor license, an operating establishment shall not sell, serve or allow consumption of alcohol on its sidewalk café after midnight any day of the week or before noon on Sundays. If alcohol is to be served, a barrier must enclose the outdoor dining area. Applicants are encouraged to train their employees to be aware of alcohol regulations. State enabling legislation is pending for the café license and could be approved as soon as June 2008.
4. Circulation Room: Must maintain a minimum five foot width of unobstructed sidewalk space for pedestrians. Between tables in the sidewalk café space, a minimum three foot width must be maintained for handicap accessibility.
5. Sidewalk Furniture

Enclosures

- Requirements: Full perimeter enclosures are required if alcohol is served.
- Designs: Enclosures of sectional metal or wood fencing in a dark color are required if alcohol is served. If sidewalk café does not serve alcohol, enclosures may be installed of rope or chain rails with wood or metal vertical posts in a dark color if so desired by the applicant. Any plans to anchor enclosures in the sidewalk must be approved by the City Engineering and Code Administration Department. Enclosures with fabric inserts or chainlink, chicken wire, or similar appurtenances are not permitted.

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE NEGOTIATION
AND EXECUTION OF ROUTINE LICENSE
AGREEMENTS BY CITY STAFF ON BEHALF OF THE CITY**

RECITALS

WHEREAS, the City periodically receives requests for temporary licenses for the non-exclusive use of City property by adjoining property owners, and

WHEREAS, the Mayor and Council are willing to delegate to City staff the negotiation and execution of these non-exclusive license agreements involving replacement of handicap access ramps, steps, stairs, porches, or stoops, fences, roof overhangs, canopies, etc., and for the temporary placement of street furniture, subject to certain terms and conditions.

WHEREAS, any other License Agreements for new or enlarged encroachments into the public right-of-way shall require City Council approval.

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 City Engineer or City Administrator is hereby authorized (but not required) without further Council approval to negotiate the terms of and execute non-exclusive license agreements on behalf of the City for replacement of handicap access ramps, steps, stairs, porches, or stoops, fences, roof overhangs, canopies, etc., and for the temporary placement of street furniture.

2. All such licenses shall be non-exclusive with the City retaining its right and the public's right, where applicable, to use the property in conjunction with the licenses.

3. Any such license agreements affecting property in the City's Historic District shall require approval by the City Engineer, the City Planning Director and Preservation Design District Commission.

4. Any such license agreements shall contain language that hold's harmless the City from any liability not caused by the negligence of the City.

5. Any such license agreements shall be signed by the applicant and recorded with the City Clerk.

6. All such License Agreements shall include a clause that allows the City to terminate the agreement at its will after giving reasonable notice to the licensee.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that all other License Agreements including new or enlarged encroachments into the public right-of-way shall require City Council approval.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective 30 days following its passage.

0-05-26

Storefront Protection Zone Proposal for Zoning Ordinance

Purpose of CC-MU (Downtown) Zoning District

Promote development of a compact, pedestrian-oriented city center consisting of a diverse mix of residential, business, commercial, office, institutional, educational, and cultural and entertainment activities for workers, visitors and residents.

Proposed New Addition to Purpose Statement: In order to enhance the vitality of the downtown as a pedestrian-friendly center of commerce, learning, and entertainment, promote the occupation of storefronts by certain higher-intensity business/commercial uses (e.g. restaurants, retail, etc.) that have the potential to attract additional pedestrian traffic and private investment to the City Center and support the City Center's cluster of arts, cultural and education related activities.

Proposed New Storefront Protection Provisions

Storefronts (*see definition*) in a proposed new Storefront Protection Zone (*see map*) portion of the CC-MU zoning district shall only be occupied by the following higher-intensity business/commercial uses that support the new revised purpose statement:

1. Retail
2. Restaurants
3. Drinking places and brewpubs
4. Art galleries and studios and photography studios
5. Fitness and recreation sports centers
6. Amusement and recreation establishments
7. Banks
8. Permitted personal service shops (e.g., barbers, hair salons, tattoo shops, etc.)
9. Promoters of performing arts, sports and similar events without facilities (e.g., MSO offices, WCAC offices, Maryland Theatre offices, etc.)
10. Visitor Welcome Centers
11. Museums

Non-storefront space (*see definition*) may be occupied by any of the permitted uses in the CC-MU district (e.g., offices, warehousing, housing, hookah lounges, churches, other assembly uses, etc.).

Single-user Institutional Buildings (e.g., City Hall, library, BISFA, USMH), **Single-user Auditorium Buildings** (e.g, Maryland Theatre, Bridge of Life), or **Building Without Storefronts** (e.g., El Paso, WCAC, Masons) - *see definitions* - in the SPZ are exempt from the Storefront Protection Zone requirement.

Buildings outside the Storefront Protection Zone are also exempt.

New Definitions to Support the Proposed Storefront Protection Zone Provisions

PERSONAL SERVICE SHOP – A facility selling services for the beautifying or grooming of persons or care of their apparel.

SINGLE USER AUDITORIUM BUILDING – A building occupied entirely by one tenant and which is primarily an auditorium to allow for the gathering of large groups of persons for viewing of activities, such as cultural performances, movies, or religious services.

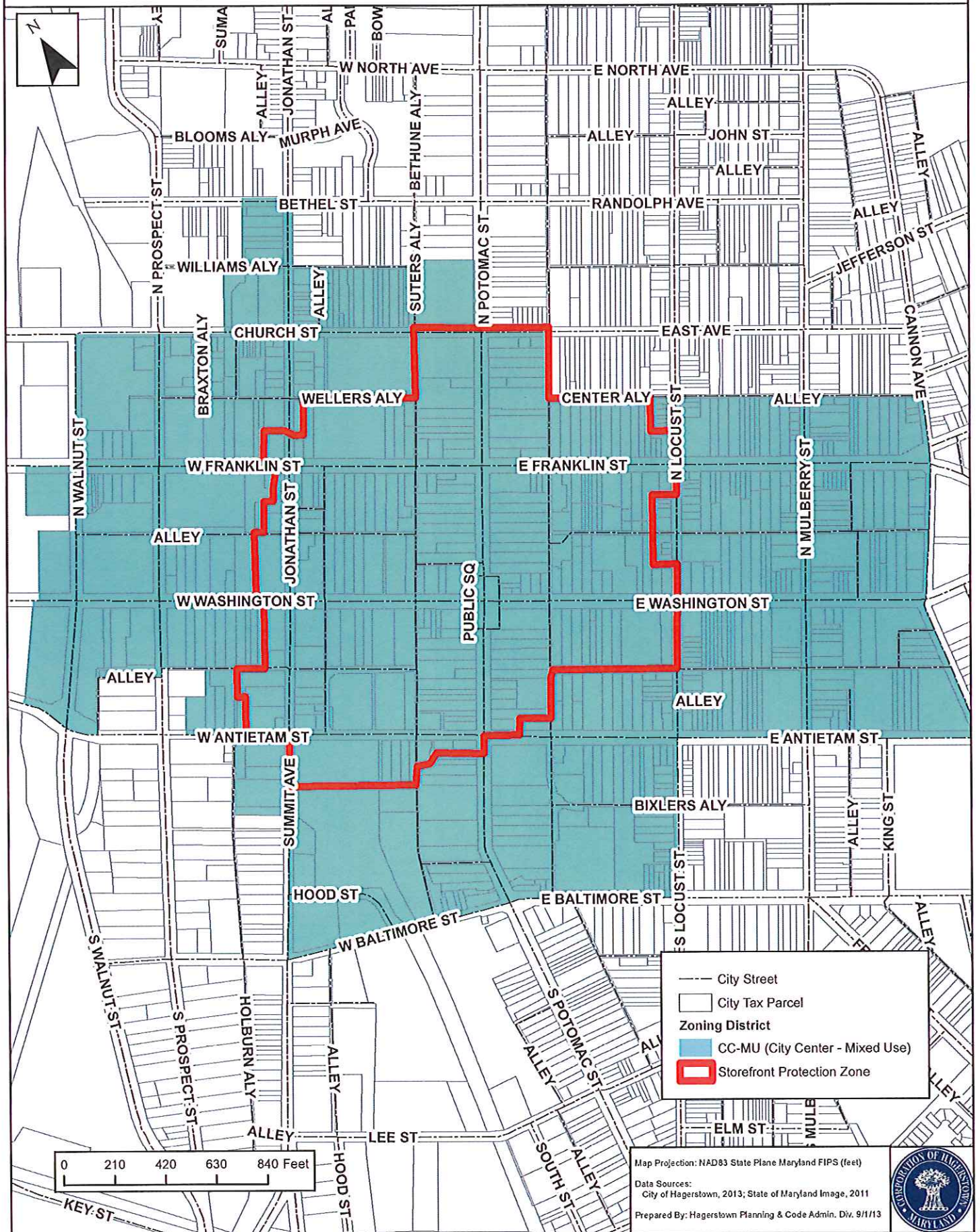
SINGLE-USER INSTITUTIONAL BUILDING – A building occupied entirely by one tenant that is a public or quasi-public institution, such as a library, school, museum, courthouse, city hall, police station, fire house, etc.

STOREFRONT PROTECTION ZONE (SPZ) – That portion of the City Center Mixed-Use zoning district set aside for protection of storefronts as spaces for certain higher-intensity business/commercial uses (e.g., restaurants, retail, etc.) that support the City Center's cluster of arts, cultural and education related activities and have the potential to attract additional pedestrian traffic and private investment to the City Center. The SPZ includes the unit blocks of W. Antietam Street, E. & W. Franklin Street, N. Jonathan Street, N. and S. Potomac Street, Public Square, E. and W. Washington Street, and Summit Avenue and the 100-block of N. Potomac Street.

STOREFRONT SPACE - Space for occupation in a commercial or mixed-use building which has display windows on the street.

NON-STOREFRONT SPACE - Space in a commercial building which does not have display windows on the street for the space for occupation. Common area lobbies which are discrete from occupant space are not considered space for occupation and therefore are considered non-storefront space.

Proposed Storefront Protection Zone



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Pedestrian Bridge Construction - Bowman Property to A&E Deck

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	Pedestrian Bridge Construction.pdf	Bowman Walkway Project - Pedestrian Bridge
📎	pedestrian_bridge.pdf	Bowman Walkway Project - Pedestrian Bridge



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 9, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Rodney Tissue, City Engineer *EBD*
Eric Deike, Director of Public Works *EBD*

RE: Pedestrian Bridge Construction
Bowman Property to A & E Deck

1. **Introduction**

Bowman 2000, LLC has applied for a building permit to construct an elevated walkway from the second floor of their building to the top floor of the Arts & Entertainment (A & E) Parking Deck. This pedestrian bridge has been contemplated for several years. Bowman wishes to move forward with this construction at their cost.

2. **Mayor & Council Action Requested**

At this time, we just need the consensus of the Mayor & Council to approve the staff issuing a building permit to connect to the City-owned A & E Parking Deck. Staff will need to execute an owner's affidavit to grant permission to modify our structure as part of the building permit.

3. **Discussion**

The construction of the pedestrian bridge by Bowman will provide convenient and handicapped accessible access to their second floor suites. The bridge will physically connect to the A & E Deck. The proposed connection location will not impact parking in the deck.

The 2008 "Easement Agreement" between Bowman 2000 LLC and the City provides for numerous easements. One easement is for access which allows for walkways to be constructed. Staff and the City attorney feel that while it does not specifically grant permission to build the bridge, it does give permission to use/access the area. Maintenance of the bridge will be Bowman's responsibility since the structure is basically on (above) their property.

Staff will be present at Tuesday's workshop to discuss this proposal.

Attachments: * Easement Agreement
* Excerpts of Plans
* 2 Photographs

c: Jason Rodgers
Bowman Development
Mary Reichert

3574/499

EASEMENT AGREEMENT

~~November~~ THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 7th day of ~~September~~, 2008, by BOWMAN 2000, LLC, a Maryland limited liability company ("Bowman"), and the CITY OF HAGERSTOWN, a Maryland municipal corporation (the "City of Hagerstown").

INTRODUCTORY STATEMENT

A. Bowman is the owner of the fee simple interest in the following parcels of land located in the City of Hagerstown, Washington County, Maryland:

(i) the parcel of land known as 32-36 South Potomac Street and more particularly described in that certain Deed dated January 29, 2003 recorded among the Land Records of Washington County, Maryland at Liber 1919, folio 350 ("Parcel A");

(ii) the parcel of land known as 38 South Potomac Street and more particularly described as Parcel 1 in that certain Deed dated September 14, 2005 and recorded among the Land Records of Washington County, Maryland at Liber 2784, folio 309 ("Parcel B"); and

(iii) the parcel of land known as 46 South Potomac Street and more particularly described as Parcel 2 in that certain Deed dated September 14, 2005 and recorded among the Land Records of Washington County, Maryland at Liber 2784, folio 309 ("Parcel C"; Parcels A, B and C are hereinafter sometimes referred to as the "Bowman Property").

B. The City of Hagerstown is the owner of the fee simple interest in the following parcels of land located in the City of Hagerstown, Washington County, Maryland:

(i) the parcel of land immediately east of Parcel A and more particularly described in that certain Deed dated September 14, 2005 and recorded among the Land Records of Washington County, Maryland at Liber ~~2784~~, folio 309 ("Parcel D");

(ii) the parcel of land immediately east of Parcel B and more particularly described in that certain Deed dated November 15, 1996 and recorded among the Land Records of Washington County, Maryland at Liber 1305, folio 857 ("Parcel E"); and

(iii) the parcel of land immediately east of Parcel C and more particularly described in that certain Deed dated September 14, 2005 as Parcel 2 and recorded among the Land Records of Washington County, Maryland at Liber 1799, folio 721 ("Parcel F"; Parcels D, E and F are hereinafter sometimes referred to as the "City of Hagerstown Property").

C. Bowman and the City of Hagerstown desire to grant to each other certain easements more particularly set forth on that certain plat entitled "Cross Easement Plat" a copy of which is attached hereto as Exhibit A and made a part hereof (the "Cross Easement Plat").

D. Bowman and the City of Hagerstown have agreed to execute and deliver this Agreement, and to cause this Agreement to be recorded among the Land Records of Washington County, Maryland, for the purpose of creating and establishing the easements as depicted on the Cross Easement Plat attached as Exhibit A and other rights necessary or appropriate to provide for the use, maintenance, operation and repair of the foregoing and for such other purposes as are related thereto and hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, for the purposes set forth above, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bowman and the City of Hagerstown hereby covenant and agree as follows:

1. Introductory Statement. The Introductory Statement set forth above is incorporated into this Agreement and is deemed to be a part hereof and not merely explanatory hereof or prefatory hereto.

2. Grant of Easements. In consideration of the agreements of the parties set forth herein, and subject to the terms and conditions hereof, the parties hereto hereby create and establish the following easements and other rights specified below:

(a) Reciprocal Easement for Access. Bowman hereby grants, conveys and reserves for the benefit of the City of Hagerstown, and the City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, a non-exclusive easement in, over and upon, and the right to use, a six (6) foot wide easement extending on either side of the dividing line (namely the south 31 degrees 50 minutes 55 seconds west 118.94 line as shown on the Cross Easement Plat) between the Bowman Property and the City of Hagerstown Property, including, but not limited to, all related sidewalks, driveways, drive aisles, access ways and walkways now or hereafter constructed or located therein or thereon, (hereinafter referred to collectively as the "Cross Access Easement Area") for (i) access to, and ingress and egress to and from, the Bowman Property and the City of Hagerstown Property, and (ii) the construction, maintenance and repair of existing and future improvements and utility lines located on the Bowman Property and the City of Hagerstown Property, including the elevators servicing the improvements located on the City of Hagerstown Property.

(b) Easement for Access over Parcel A. Bowman hereby grants, conveys and reserves for the benefit of the City of Hagerstown, a non-exclusive easement in, over and upon, and the right to use, that portion of Parcel A identified on the Cross Easement Plat as the "Public Access Easement to City of Hagerstown" for pedestrian ingress and egress to and from the public alley located on the northeast side of Parcel A and the City of Hagerstown Property (hereinafter referred to as the "Parcel A Access Easement Area").

(c) Easement for Access over the City of Hagerstown Property. The City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, a non-exclusive easement in, over and upon, and the right to use, the City of Hagerstown Property (including, but

not limited to all related sidewalks, driveways, curb cuts, drive aisles, access ways and walkways now or hereafter constructed or located therein or thereon) (the "Parking Garage Access Easement Area") for pedestrian and vehicular ingress and egress to and from the Bowman Property and the City of Hagerstown Property, and in particular for the ability to access the doors located at the rear of the improvements located on the Bowman property for trash service, deliveries and such other purposes as may be reasonably necessary or appropriate.

(d) Easement for Water Line. Bowman hereby grants, conveys and reserves, for the benefit of the City of Hagerstown, a perpetual, non-exclusive easement in, over and upon that portion of Parcel C identified on the Cross Easement Plat as the "Waterline Easement to the City of Hagerstown" (the "Water Line Easement Area") to construct, maintain and operate an underground water line (the "Water Line") from the existing water main in the right-of-way of South Potomac Street to the City of Hagerstown Property.

(e) Easement for Sanitary Sewer Line. The City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, a perpetual, non-exclusive easement in, over and upon that portion of Parcel F identified on the Cross Easement Plat as the "Sanitary Sewer Easement to Bowman 2000, LLC" (the "Sanitary Sewer Line Easement Area") to construct, maintain and operate an underground sanitary sewer drainage line and related improvements (the "Sanitary Sewer Line"), to connect the Sanitary Sewer Line to the existing sanitary sewer line located in public alley 3-42, and the right to discharge waste and other sewage generated on or from the Bowman Property in and through the Sanitary Sewer Line.

(f) Easement for Storm Drain. The City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, a perpetual, non-exclusive easement in, over and upon that portion of Parcel D identified on the Cross Easement Plat as the "Storm Drain Easement to Bowman 2000, LLC" (the "Storm Drain Easement Area") to construct, maintain and operate a storm water drain and related improvements (the "Storm Water Drain") to connect the Storm Water Drain to the existing storm water drain in public alley 3-42, and the right to discharge storm water from the Bowman Property (including, but not limited to, any storm water that drains on to the Bowman Property from any other property) in and through the Storm Water Drain.

(g) Easement for Utility Lines. The City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, a perpetual, non-exclusive easement in, over and upon that portion of the City of Hagerstown Property identified on the Cross Easement Plat as the "Electric, Cable, Phone Easement to Bowman 2000, LLC" (the "Utility Line Easement Area") to construct, maintain and operate electric cable, phone lines and other utility lines (the "Utility Lines").

(h) Elevator Easement. Bowman hereby grants, conveys and reserves for the benefit of the City of Hagerstown, a non-exclusive easement in, over and upon, and the right to use, that portion of Parcel C identified on the Cross Easement Plat as the "Elevator Easement to City of Hagerstown" (the "Elevator Easement Area") to construct, maintain and operate an elevator and related improvements (the "Elevator") servicing the parking garage on the City of Hagerstown Property.

3. Obligations for Installation, Maintenance and Repair. Each of the easements established hereby shall be subject to the following provisions, as well as the other applicable provisions contained in this Agreement:

(a) Bowman shall generally be responsible, at its sole cost and expense, for the maintenance and repair of each of the easement areas located on the Bowman Property; provided, however, that Bowman shall not be obligated to (i) repair or pay for any damage to any easement area caused by the City of Hagerstown or by any contractor, subcontractor, employee, guest or invitee of the City of Hagerstown, and/or (ii) make or pay for any alterations, improvements or other modifications to any easement area required or requested by the City of Hagerstown or by any other person. The City of Hagerstown shall generally be responsible, at its sole cost and expense, for the maintenance and repair of each of the easement areas located on the City of Hagerstown Property provided, however, that the City of Hagerstown shall not be obligated to (i) repair or pay for any damage to any easement area caused by Bowman or by any contractor, subcontractor, employee, guest or invitee of Bowman, and/or (ii) make or pay for any alterations, improvements or other modifications to any easement area required or requested by Bowman or by any other person.

(b) Notwithstanding the foregoing, the City of Hagerstown shall be solely responsible for all costs and expenses related to the installation, maintenance and operation of the Waterline, the Elevator and any and all improvements located in the Parking Garage Access Easement Area.

(c) Furthermore, notwithstanding anything contained herein to the contrary, Bowman shall be solely responsible for all costs and expenses related to the installation, maintenance and operation of the Sanitary Sewer Line, the Storm Water Drain and the Utility Lines.

(d) All improvements and other work undertaken by each of the parties to this Agreement shall be made in a good and workmanlike manner and in accordance with all applicable building codes, statutes, rules and regulations.

(e) Each of the parties hereto hereby further covenants and agrees not to construct any structures or other improvements in the easement areas, or take any other action the effect of which would interfere with the use and benefit of the easements and other rights granted pursuant to this Agreement.

4. Right of Entry. (a) In addition to the easements and other rights granted by the City of Hagerstown in this Agreement, the City of Hagerstown hereby grants, conveys and reserves, for the benefit of Bowman, the right to enter upon and use all or any portion of the City of Hagerstown Property for the purpose of performing and enjoying, and to the limited extent reasonably necessary to perform and enjoy, the obligations imposed upon, and the benefits granted to, Bowman in accordance with this Agreement. Bowman covenants and agrees that in the event it enters upon and uses all or any portion of the City of Hagerstown Property for the purpose of performing its obligations or enjoying its benefits under this Agreement, it shall do so

in a manner that minimizes, to the extent reasonably possible, the interference with the City of Hagerstown's use and enjoyment of the Hagerstown Property, and after any such entry, it shall restore any portion of the Hagerstown Property disturbed by it to its condition immediately prior to such entry or as near thereto as is reasonably practicable, or to such other condition as may be agreed upon by Bowman and the City of Hagerstown.

(b) In addition to the easements and other rights granted by Bowman in this Agreement, Bowman hereby grants, conveys and reserves, for the benefit of the City of Hagerstown, the right to enter upon and use all or any portion of the Bowman Property for the purpose of performing and enjoying, and to the limited extent reasonably necessary to perform and enjoy, the obligations imposed upon, and the benefits granted to, the City of Hagerstown in accordance with this Agreement. The City of Hagerstown covenants and agrees that in the event it enters upon and uses all or any portion of the Bowman Property for the purpose of performing its obligations or enjoying its benefits under this Agreement, it shall do so in a manner that minimizes, to the extent reasonably possible, the interference with Bowman's use and enjoyment of the Bowman Property, and after any such entry, it shall restore any portion of the Bowman Property disturbed by it to its condition immediately prior to such entry or as near thereto as is reasonably practicable, or to such other condition as may be agreed upon by Bowman and the City of Hagerstown.

5. Right to Cure. (a) In the event Bowman fails to perform any of the construction, installation, maintenance, repair or other obligations imposed upon Bowman with respect to the easements and other rights created pursuant to this Agreement, and such failure continues for more than thirty (30) days (or such shorter period as may be appropriate in any instance likely to involve public safety or welfare) after written notice thereof from the City of Hagerstown to Bowman, then the City of Hagerstown shall have the right, but not the obligation, to cure such failure, and all costs and expenses incurred by the City of Hagerstown in connection with any such cure shall be paid by Bowman to the City of Hagerstown promptly upon written demand therefor, together with interest thereon at the rate of fifteen percent (15%) per annum, from the date when due until the date when paid.

(b) In the event the City of Hagerstown fails to perform any of the construction, installation, maintenance, repair or other obligations imposed upon the City of Hagerstown with respect to the easements and other rights created pursuant to this Agreement, and such failure continues for more than thirty (30) days (or such shorter period as may be appropriate in any instance likely to involve public safety or welfare) after written notice thereof from Bowman to the City of Hagerstown, then Bowman shall have the right, but not the obligation, to cure such failure, and all costs and expenses incurred by Bowman in connection with any such cure shall be paid by the City of Hagerstown to Bowman promptly upon written demand therefor, together with interest thereon at the rate of fifteen percent (15%) per annum, from the date when due until the date when paid.

(c) In addition to the cure rights hereinabove set forth, each party shall have the right to pursue any and all other rights and remedies as may be available to it as a consequence of any default by the other party in the payment or performance of any obligation

hereunder, including but not limited to, the right to apply to a court of competent jurisdiction for an injunction or for a decree of specific performance.

6. Covenants Running With the Land. All easements, rights, covenants and agreements granted or otherwise made by Bowman and/or the City of Hagerstown pursuant to this Agreement shall burden those portions of the Bowman Property and/or the City of Hagerstown Property (as the case may be) designated herein as being subject thereto, shall be deemed to be covenants running with the land and shall benefit Bowman and the City of Hagerstown (as the case may be) and the respective successors and assigns of Bowman and the City of Hagerstown (as the case may be) and shall be perpetual in nature.

7. Successors and Assigns. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument.

10. No Merger. The easements and other rights created pursuant to this Agreement shall not be merged or extinguished now or in the future by any common ownership of the property benefited and burdened thereby.

11. Captions. The captions set forth in this Agreement for each section or paragraph are for convenience only and shall not be construed as defining or limiting the scope or intent of any provision hereof.

12. Invalidity. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, the remaining terms and provisions of this Agreement shall not be affected thereby, and all such remaining terms and provisions shall continue in full force and effect, to the fullest extent permitted by law.

13. No Changes. This Agreement shall not be changed, modified, amended, terminated or discharged except pursuant to a written agreement signed by the parties hereto. No waiver of any provision of this Agreement shall be effective unless set forth in a written agreement signed by the party against whom such waiver is to be enforced.

14. Warranty of Title. Bowman hereby warrants specially title to so much of the Bowman Property as is subject to the easements, rights and other privileges hereby granted, conveyed and reserved and agrees that the City of Hagerstown shall have quiet and peaceable possession, use and enjoyment thereof. The City of Hagerstown hereby warrants specially title to so much of the City of Hagerstown Property as is subject to the easements, rights and other privileges hereby granted, conveyed and reserved and agrees that Bowman shall have quiet and peaceable possession, use and enjoyment thereof.

15. Private Easements. Neither this Agreement nor the grant or reservation of any easement or other right hereunder in favor of Bowman, nor the use and enjoyment of any such easement or other right by Bowman, shall be deemed in any way to create or confer upon any member of the public any right to use or enjoy the same, or any estate therein.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first written above.

WITNESS:

BOWMAN 2000, LLC

[Signature]

By [Signature] (SEAL)
Donald Bowman, Jr.
Manager

WITNESS AND ATTEST
TO CORPORATE SEAL:

CITY OF HAGERSTOWN

[Signature]
Donna Spickler
City Clerk

By [Signature] (SEAL)
Robert E. Bruchey
Mayor

STATE OF MARYLAND)

COUNTY/CITY OF Washington/Hagerstown)

TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 2008, before me, a Notary Public for the aforesaid State, personally appeared Donald Bowman, Jr., Manager of Bowman 2000, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed such instrument for the purposes and in the capacity therein set forth.

AS WITNESS, I hereunto set my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: Mar. 1, 2010

STATE OF MARYLAND)

COUNTY/CITY OF Washington)

TO WIT:

I HEREBY CERTIFY that on this 7 day of November, 2008, before me, a Notary Public for the aforesaid State, personally appeared Robert E. Bruchey, Mayor of the City of Hagerstown, Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed such instrument for the purposes and in the capacity therein set forth.

AS WITNESS, I hereunto set my hand and Notarial Seal.

Brenda Hawbaker
Notary Public

My Commission Expires:

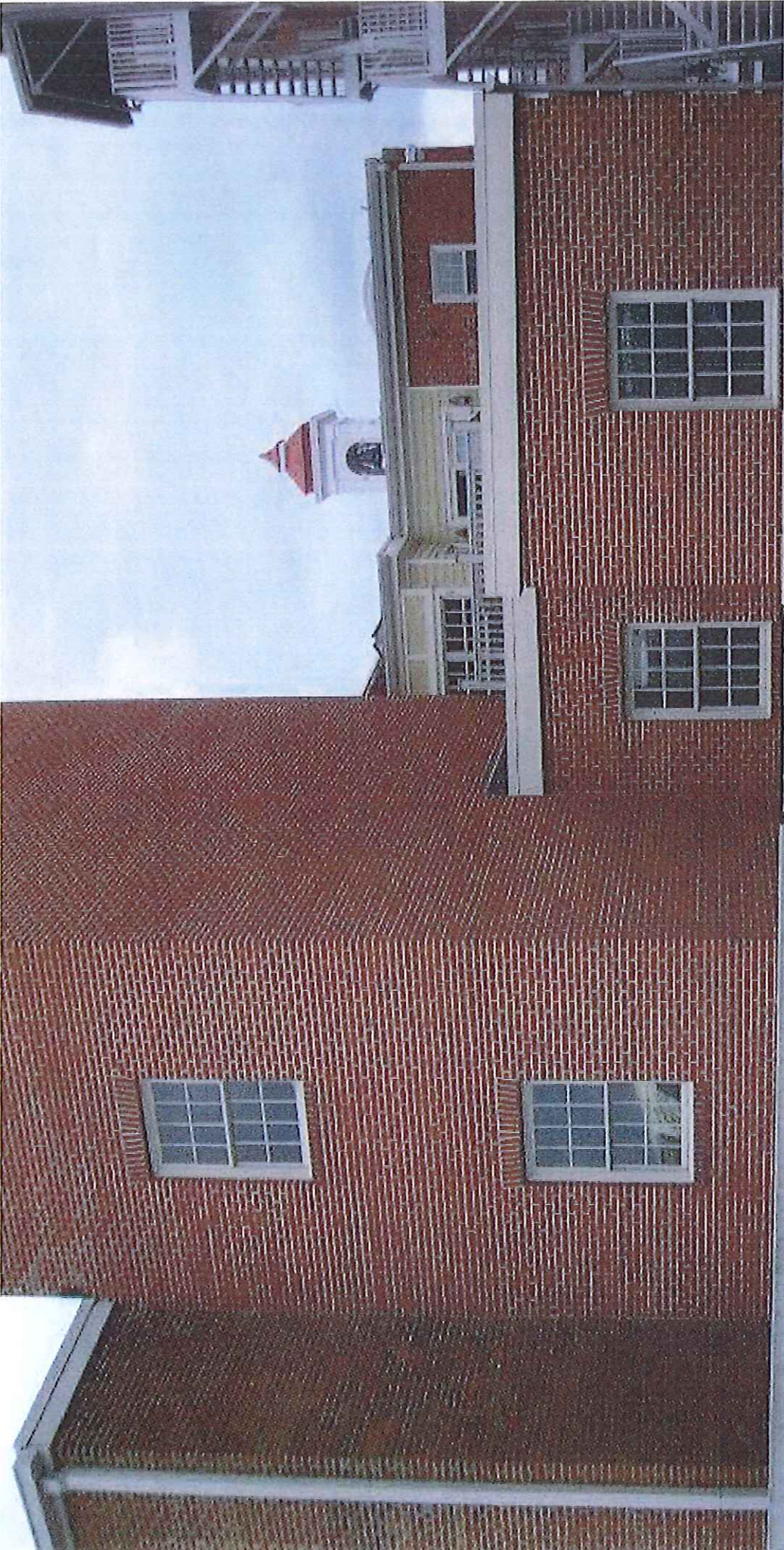


BRENDA HAWBAKER
NOTARY PUBLIC
WASHINGTON COUNTY/
STATE OF MARYLAND
My Commission Expires
March 1, 2009

ATTORNEY'S CERTIFICATION

I hereby certify that the foregoing instrument was prepared by or under my supervision and that I am an attorney licensed to practice law in the State of Maryland.

Jeffrey H. Seibert
Jeffrey H. Seibert, Esquire



4 HAGER LEVEL



12/01/2014 13:31

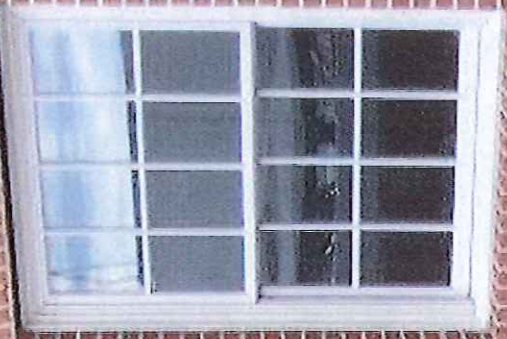
**OFFICE SPACE
FOR RENT**
STARTING AT \$300 PER MONTH
301.582.1555

12/01/2014 13:31

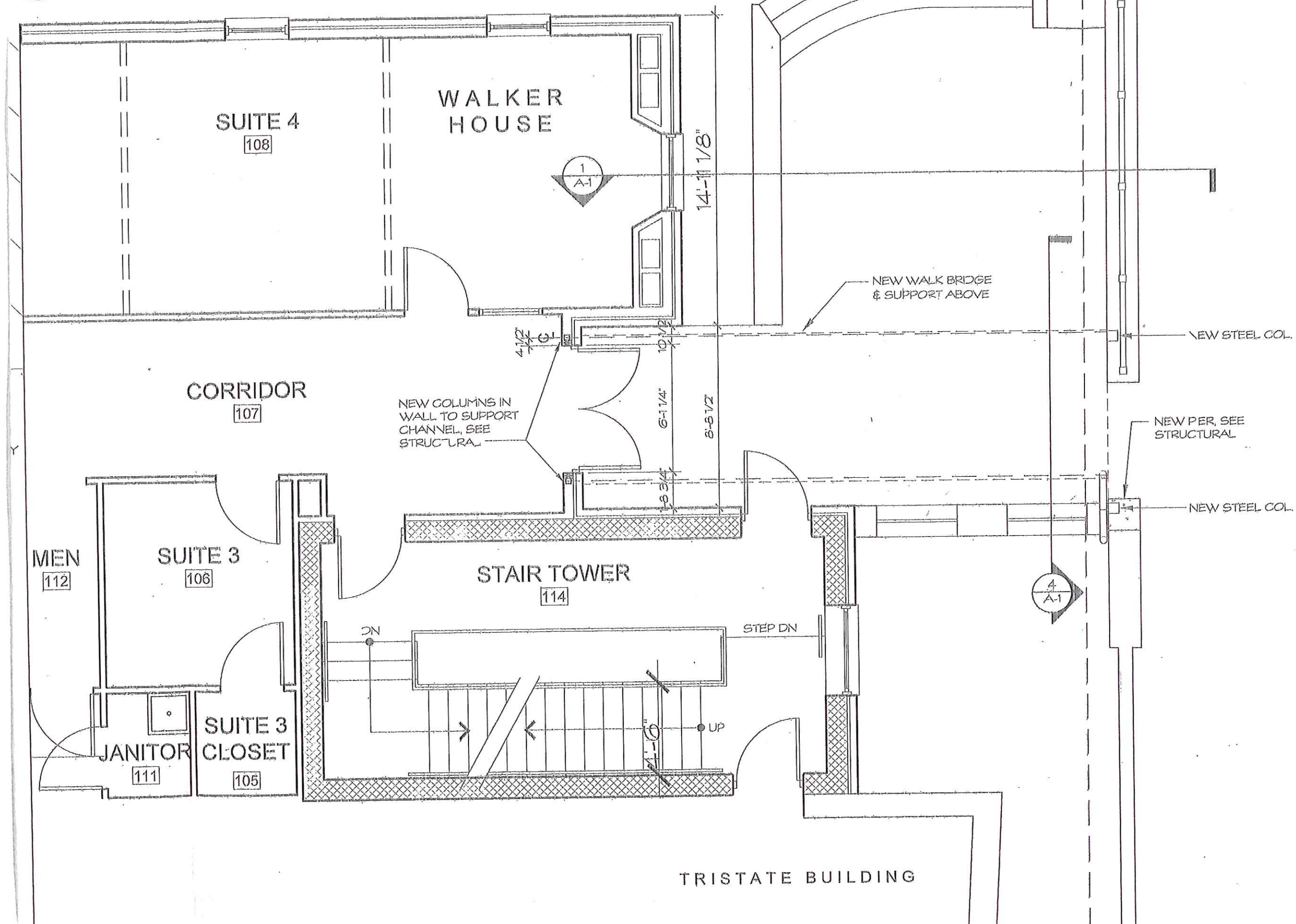
APPROXIMATE
LOCATION
BRIDGE

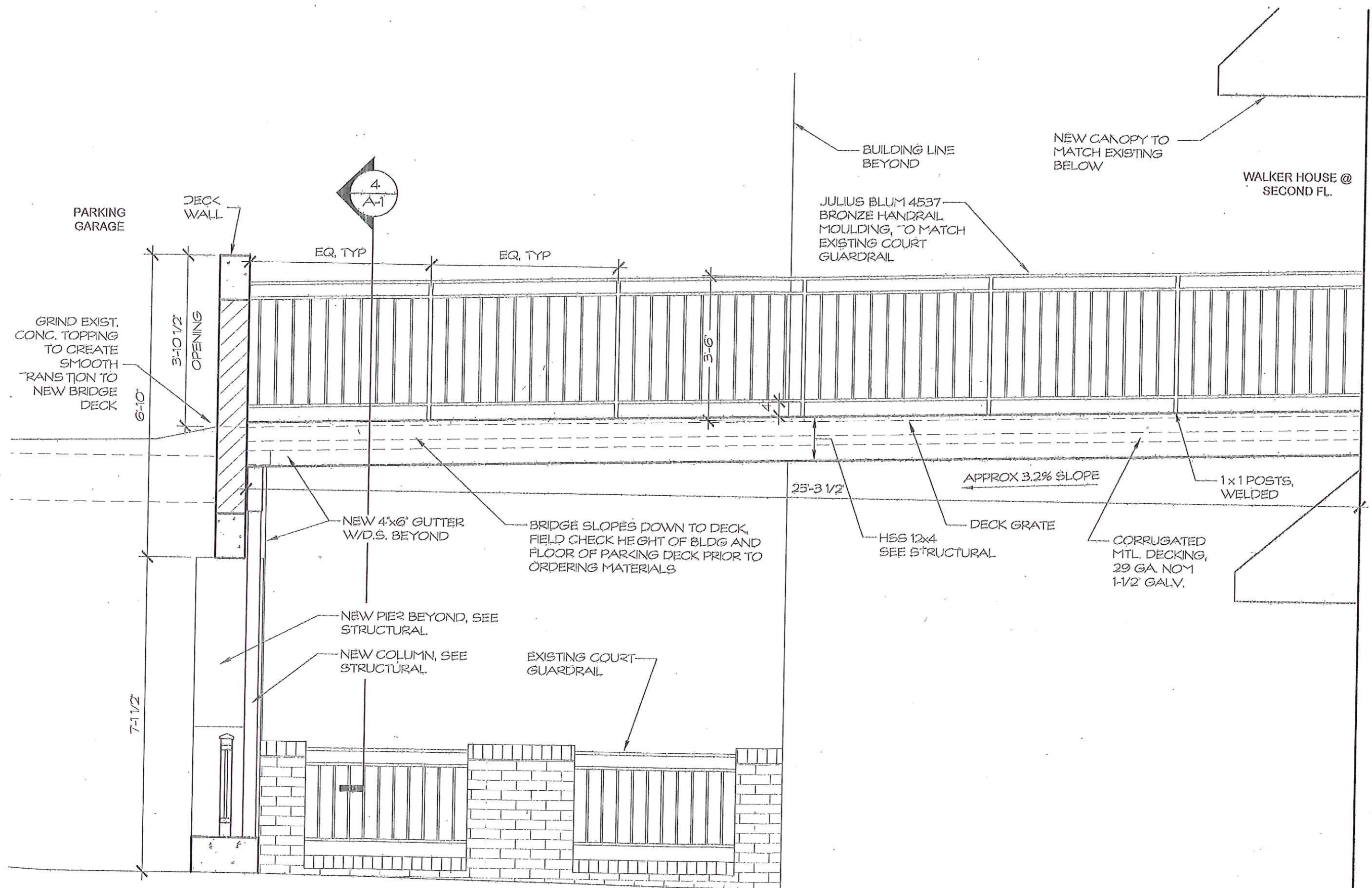
WASHINGTON COUNTY

BRIDGE



CITY ALLEY





3 SECTION
A-1 SCALE: 1/2" = 1'-0"