

Mayor and Council

11th Special Session, Work Session, and Executive Session

April 4, 2017

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."*

"Every project has challenges, and every project has its rewards."

Stephen Schwartz

EXECUTIVE SESSION

3:00 PM 1. Executive Session

4:00 PM WORK SESSION

1. Request from City Chapel for Exemption from Noise Ordinance - *Donna Spickler, City Clerk; Pastor Zachary A. Camp*
- 4:10 PM** 2. Termination of Library Memorandum of Understanding and Renewal of School Resource Officer Memorandum of Understanding - *Chief Victor V. Brito*
- 4:30 PM** 3. Trash Update – New Provisions on Public View, Storage and Set-Out - *Kathleen Maher, Director of Planning and Code Administration; Paul Fulk, Inspections Manager; Rodney Tissue, City Engineer*
- 5:00 PM** 4. Refuse and Curbside Recycling Collection Services Contract with Waste Management
- 5:45 PM** 5. FY2017/18 Budget Review - *Valerie Means, City Administrator, and Michelle Hepburn, Director of Finance*
- 6:30 PM** 6. Request to Form Partnership with Valley Co-op at the City Farmers Market (25 W. Church Street) - *Randy Gray, DCED Business Development Specialist, Lauren Metz, Community Events Coordinator, Julius Goepp, President – Valley Co-op, and Cori Rohrer, Operations Manager, Valley Co-op*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

SPECIAL SESSION

1. Approval of a Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program financing for ARES INVESTMENT, LLC.
2. Approval of a Resolution: Execution of a Commercial Lease Agreement with Valley Co-op for a portion of the property known as 25 West Church Street, Hagerstown, Maryland
3. Approval of a Resolution: Renewal of the Memorandum of Understanding with the Washington County Board of Education for School Resource Officer

4. Approval of a Resolution: Termination of Memorandum of Understanding with Washington County Free Library

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

Topic:

Executive Session

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

April_4__2017_Executive_Session.pdf

Description

Agenda



EXECUTIVE SESSION

MAYOR & CITY COUNCIL

APRIL 4, 2017

AGENDA

3:00 p.m. EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall*

1. To consider the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; #1
 - *Board of Zoning Appeals Member*
 - *Public Service Review Committee Members*
2. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State, #4
 - *Business proposal*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: April 4, 2017

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

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

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

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

Topic:

Request from City Chapel for Exemption from Noise Ordinance - *Donna Spickler, City Clerk;*
Pastor Zachary A. Camp

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Noise_Ordinance_Exemption.pdf

Description

Noise Ordinance Exemption



CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council Members
Valerie Means, City Administrator

FROM: Donna Spickler, City Clerk

SUBJECT: Request for Exemption from Chapter 155, Noise

DATE: March 31, 2017

Pastor Zachary A. Camp, City Chapel, has requested an exemption from the City's Noise Ordinance for an event that is planned for April 15, 2017. Pastor Camp's correspondence is attached.

City Chapel would like to host an outdoor Easter worship service from 5:00 to 9:00 p.m. on Saturday, April 15, 2017 in the grass area at the corner of E. Washington Street and Cannon Avenue. Plans include a worship service, games, crafts, and an egg hunt. The City's Zoning Ordinance allows this type of activity at the planned location.

During the worship service, they will be using a sound system. The Maximum Allowable Noise Level according to the Noise Ordinance is 67 dBA. Their system produces noise in excess of these levels.

This event, as planned, will require an exemption by the Mayor and City Council from Chapter 155 – Noise, of the City Code. A copy of this section of the City Code is attached.

If the exemption is approved, formal action could be scheduled for the April 11, 2017 Special Session.

Please contact me if you have any questions, or need additional information.

Thank you.

Attachments



Dear Mayor and Council,

City Chapel and its Pastor Zachary A. Camp would like to request a noise ordinance exemption for our event on Saturday April 15, 2017 from 5-9 pm. We would like to host an outdoor Easter Worship service designed to reach the downtown community. We will be having our event outside at 227 East Washington Street. Part of our service includes a free egg hunt, craft, and inflatable castle for children. During the service we will have live worship music and a sermon. Thank you for your valued time and consideration of this matter.

In Christ,


Pastor Zachary A. Camp



City of Hagerstown, MD
Thursday, March 30, 2017

Chapter 155. Noise

§ 155-4. Noise exceeding measurable standards.

-  A. Except as otherwise specified in this chapter, a person must not cause or permit excessive noise that exceeds the following at distances specified in the subsections below:

Maximum Allowable Noise Levels (dBA) for Receiving Areas

	Daytime	Nighttime
Residential area	65 dBA	55 dBA
Commercial area	67 dBA	62 dBA
Industrial area	75 dBA	75 dBA

- B. When the noise source is located on private property, the noise is measured at or outside the property boundary of the noise source or at any point within any other property affected by the noise.
- C. When the noise source is located in a public right-of-way or other public space, the noise is measured at least 100 feet from the noise source.
- D. When the noise source is located within a structure containing more than one dwelling unit, the noise is measured from common areas within or outside the structure or from other dwelling units within the structure, when requested to do so by the owner or tenant in possession and control thereof. The noise shall be measured at a point at least four feet from the wall, ceiling or floor nearest the noise source, with the doors to the receiving area closed and windows in the normal position for the season.

§ 155-5. Exemptions.

- A. Activities undertaken by municipal, county, state, or federal governmental agencies or their contractors to promote or protect the public health, safety or general welfare. This includes noise generated at public-serving utility plants and facilities.
- B. Emergency work permitted by the City of Hagerstown.
- C. Radios, sirens, horns, and bells on emergency vehicles.
- D. Lawful discharge of firearms.
- E. Bioacoustic bird dispersal systems.
- F. Trains and aircraft.
- G. The striking of clocks and church bells.

- H. Air-conditioning or heat pump equipment used to cool or heat buildings.
- I. Activities on or in municipal, county, state, or federal properties and facilities, including school athletic facilities, municipal stadiums, and parks, and subject to the rules and regulations for use of those facilities.
- J. Noise caused by construction activities during normal daytime hours and starting at 7:00 a.m. on Saturdays, and, during the summer, starting at 6:00 a.m. on weekdays and Saturdays.
- K. Noise created by lawn and yard care equipment during daytime hours.
- ★ L. Activities which have gained a variance from the City of Hagerstown under § 155-6 of this chapter.
- M. Parades, fireworks displays, festivals, and other special events, subject to the terms of approval or permits by the City of Hagerstown and approval of the Mayor and City Council.
- N. Noises caused by or from motor vehicles operating on a roadway, when regulated by state law. This does not include noise caused by stereos, radios, or other similar devices located within or on motor vehicles.

★ § 155-6. Variances.

- A. Any person desiring relief from the provisions of this chapter shall apply for a variance to cause or create noise which would otherwise be in violation of this chapter, at least 30 days prior to the date for which the relief is requested. Application shall be made in writing to the City Clerk's office. The applicant must demonstrate the following in the application:
 - (1) The activity, operation or noise source cannot be done in a manner that would comply with the provisions of this chapter; or
 - (2) The provisions of the chapter would cause undue hardship for the applicant or the applicant's client; or
 - (3) The failure to grant a variance would unreasonably burden the exercise of the applicant's constitutional right of free speech or other constitutional right; and
 - (4) No reasonable alternative is available to the applicant.
- B. In determining whether to grant or deny the application for the variance, the Mayor and City Council shall consider the hardship to the applicant, the community, or other persons of not granting the variance against the adverse impact on the health and welfare of persons affected, the adverse effect on the property affected or any other adverse impact.
- C. Any variance granted pursuant to this chapter shall contain all conditions upon which the variance has been granted, including but not limited to the effective date, time of day, location and equipment limitations. Any variance granted pursuant to this section may be renewed upon application to the City Clerk's office and approval of the Mayor and City Council upon a showing that the reasons for which the variance was granted still exist or may be reevaluated periodically by the City to determine whether the activity under the variance is still deemed appropriate for an exception from the provisions of this chapter.

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

Topic:

Termination of Library Memorandum of Understanding and Renewal of School Resource Officer Memorandum of Understanding - *Chief Victor V. Brito*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WCO_Free_Library_MOU.pdf

Description

Library MOU and SRO
Update




CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

March 29, 2017

To: Valerie Means,
City Administrator

From: Victor V. Brito, 
Chief of Police

Ref: Termination of Library MOU and Renewal of School Resource Officer MOU

HPD is requesting Mayor & Council approval to terminate the Memorandum of Understanding dated April 1, 2015 with the Washington County Free Library. This MOU contained the provision for a Library Police Officer for law enforcement protection and services for the Library.

HPD is also requesting to renew the Memorandum of Understanding for School Resource Officers within the City of Hagerstown. The new MOU will contain an additional police officer which will be fully funded by the Washington County Board of Education. The new MOU is also updated to reflect current costs associated with the positions.

HPD is not reducing staff but replacing the Library Police Officer with the addition of a School Resource Officer.



MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICERS WITHIN THE CITY OF HAGERSTOWN

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2017 and being effective July 1, 2017, by and between the Washington County Board of Education (*Board of Education*) and the City of Hagerstown. This MOU concerns the provision of School Resource Officers (SROs) by the Hagerstown Police Department to the Board of Education for law enforcement protection and services for various schools within the corporate boundaries of the City of Hagerstown.

RECITALS

The parties enter into this MOU to promote a safe learning environment and to improve relationships between law enforcement officers and school students. The program will attempt to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel.

The priorities of the school resource officer shall be:

- (1) the protection of students and staff from negative influences, and to assist in the maintenance of order in the school;
- (2) to act as an advisor to the school staff in safety matters, violence reduction strategies, and legal aspects of the activity of students;
- (3) to facilitate education in law related topics;
- (4) to provide a positive role model to the students and to foster better understanding between the law enforcement community and the students and staff;
- (5) to assist students by counseling them in law related problems and to assist them by mediating disputes. Attempts will be made to identify problems among students, and provide guidance to address their problems in a non-violent manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Washington County Board of Education and the City of Hagerstown mutually agree as follows:

1. Services. Hagerstown Police Department will provide, subject to staffing availability, six SROs to provide law enforcement protection and services for all Washington County public schools and school programs within the corporate boundaries of the City of Hagerstown to include; Antietam Academy, Barbara Ingram School for the Arts, Bester Elementary, E.R Hicks Middle School, Emma K. Doub Elementary, Fountaindale Elementary, Jonathan Hager Elementary, Marshall Street School, North Hagerstown High School, Northern Middle School, Pangborn Elementary, Salem Avenue Elementary, South Hagerstown High School, Washington County Tech High, Western Heights Middle, and Evening High School.. Five officers will be assigned as SROs during the regular school year, and may be reassigned as described in the guidelines labeled as Attachment 1. One officer will remain assigned as an SRO throughout the entire calendar year.
2. Costs. The City of Hagerstown will provide, at its sole expense, a police vehicle, vehicle maintenance and fuel, and related police equipment for use by each SRO. The Board of Education will provide \$42,000 per annum for each of the five SRO position assigned during the school year, and \$56,424 for the SRO position assigned the full calendar year.
3. Payment. The City of Hagerstown will bill the Board of Education on a quarterly basis. The Board of Education will submit payment to the City of Hagerstown within fifteen (15) days of receipt of an invoice.

4. Term. The term of this MOU shall be five (5) years, beginning on July 1, 2017 and ending on June 30, 2022. However, either party may terminate this agreement upon ninety (90) days written notice to the other party.
5. OMMITTED.
6. Sick Leave & Worker's Compensation Leave. In the event that the SRO is sick or injured due to a school work-related injury, the Board of Education shall continue the specified payments for a period of thirty (30) days. Should the SRO not return to duty within that time frame, the Hagerstown Police Department may replace the SRO if a replacement is available or payment will be discontinued on a per diem basis. The per diem basis shall be calculated at the yearly reimbursement divided by the number of school days for that term.

If the SRO is on sick leave for more than 5 consecutive days due to a non work-related illness or injury or due to an injury or disability that is work-related but not a result of a school work-related activity, Hagerstown Police Department may provide a temporarily SRO until the permanent SRO returns. In the event that no replacement is furnished, payment will be discontinued on a per diem basis as specified above until the SRO returns to duty.
7. Worker's Compensation Coverage. The Hagerstown Police Department shall provide Workers' Compensation coverage as required by the State of Maryland. The SROs shall, at all times, be considered employees of the City of Hagerstown.
8. Claims. In the event a claim or lawsuit is filed against any party to this MOU, which arises directly or indirectly from the duties and obligations established hereunder, the parties agree as follows:
 - a. to fully cooperate in the defense of such claims or lawsuit; and
 - b. to each bear, at their sole expense, the defense of such claims or lawsuit.
9. Guidelines. The parties have agreed to certain guidelines relating to the assignment of law enforcement officers to the Washington County Public Schools. These guidelines are a part of this MOU and are attached hereto and labeled as Attachment I to this MOU.
10. Notice. Any notice required hereunder shall be delivered as follows:

To the City of Hagerstown and the Hagerstown Police Department:

City of Hagerstown
ATTN: City Administrator
1 East Franklin Street
Hagerstown, Maryland 21740

To the Board of Education:

Washington County Public Schools
P.O. Box 730
820 Commonwealth Avenue
Hagerstown, Maryland 21740

With a copy to:
Washington County Public Schools
ATTN: Anthony J. Trotta, Esq., Chief Legal Counsel
P.O. Box 730
820 Commonwealth Avenue
Hagerstown, Maryland 21740

11. Governing Law. This MOU was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland.
12. Recitals. The Recitals are hereby incorporated into this MOU as substantive provisions. The headings of each paragraph are not to be incorporated as substantive provisions.
13. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this MOU. No change or modification of, or waiver under, this MOU shall be valid unless it is in writing and signed by authorized representatives of the parties.
14. Severability. If any provision of this MOU shall be determined to be invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby, and every provision of this MOU shall remain in full force and effect and enforceable to the fullest extent permitted by law.
15. No Waiver. Neither party's waiver of the other's breach of any term, covenant or condition contained in this MOU shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this MOU.
16. Survival. The covenants contained herein or liabilities accrued under this MOU which, by their terms, require their performance after the expiration or termination of this MOU shall be enforceable notwithstanding the expiration or other termination of this MOU.
17. Originals. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
18. No Assignment. This MOU and the obligations contained herein may not be assigned by any party without the express written consent of all parties.

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

ATTEST:

BOARD OF EDUCATION OF
WASHINGTON COUNTY, MARYLAND

BY: _____
_____, Superintendent

ATTEST:

CITY OF HAGERSTOWN,
HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor
For the City of Hagerstown Mayor and Council

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Trash Update – New Provisions on Public View, Storage and Set-Out - *Kathleen Maher, Director of Planning and Code Administration; Paul Fulk, Inspections Manager; Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Review of staff update on administration of new provisions on trash storage and containers which went into effect on April 1, 2016. Staff will highlight issues of continued concern and outline possible solutions to address those issues for the Mayor and City Council's consideration.

Discussion:

New Provisions Adopted in February 2016

In response to continued citizen and Mayor and City Council concerns related to visibility of trash in the downtown and our neighborhoods, amendments were made to Chapter 117, Recycling and Refuse Collection, and Chapter 64, Property Maintenance. These amendments created better consistency between the two codes as they relate to trash and provided new standards related to visibility of trash from public right-of-ways and the manner in which trash may be stored between pick-ups and set out on pick-up days. The following are the specific problems identified and the changes made last year:

1. **Trash in View of Public Right-of-Way** – on S. Prospect Street, trash containers shall not be stored within view of S. Prospect Street. In other areas of the city, trash containers shall not be stored in the front yard, front porch, or public way. In areas other than S. Prospect Street, if trash is to be stored in the side yard, it must be setback at least 10 feet from the front wall of the primary building where practical. Exceptions may be granted to these standards if the following circumstances exist:
 - a. Zero setback areas with no side yard;
 - b. Receptacles are in an approved enclosure;
 - c. Sole occupant of the home is of poor permanent health or disability; or
 - d. The property contains severe topography.
1. **Trash Bags and Loose Trash Stored in Yards** – trash bags are no longer considered an approved receptacle or container for storage of trash outdoors. Trash stored outdoors must now be located in a dumpster or a trash container with a tightly fitting lid.
2. **Trash Bags and Loose Trash Set Out on Sidewalk for Pick-up** – in downtown area (Zone F for trash), trash must be set out in containers with lids. In other areas of the city, trash may be set out in plastic bags. In no area is loose trash permitted to be set out for collection. Placement of containers or bags must not block free passage along the sidewalk (3 feet minimum).
3. **Volume of Trash at Large Apartment Buildings and Mixed-Use Buildings** – properties with four or more units must designate a single storage area for trash and

recycling containers between collection days. Large apartment buildings with excessive trash production are encouraged to get a dumpster and opt out of the city collection program.

Administration of New Provisions

Education Efforts – PCAD staff spent months following adoption of the new provisions educating the public in general and taking special steps in identified problem areas or with problem properties. Detail will be provided in the presentation on April 4th.

Enforcement Efforts – Starting in the summer of 2016, PCAD staff began issuing notices and fines where situations warranted in our efforts to gain compliance. Detail will be provided in the presentation on April 4th.

Evaluation of Efforts to Gain Compliance --

PCAD Staff's Experience – PCAD staff have seen improvements in some areas, some improvement and then back-sliding in other areas or on certain issues, and then continued problems in other areas or issues. A very real challenge for staff is the high volume of turn-over of rental tenants in some neighborhoods, especially the downtown, which necessitates starting over in the education process. Additionally, getting folks to change habits that have become ingrained takes time. Detail will be provided in the presentation on April 4th.

Neighborhoods First Input – Historic Heights (S. Prospect and Summit) has seen improvements, but some problems remain with multi-unit buildings. Oak Hill West has a few issues with trash not stored in containers or stored on front porches or walkway beside the house. Bester Community 1st has a few issues with trash set out for pick-up in bags (Zone F) and with damaged trash containers.

Possible Solutions to Identified Challenges/Problems

1. **Repeat Violators of Trash Provisions** – zero tolerance with faster track to fines?
2. **Large Volume of Trash Production at Large Apartment Buildings and Mixed-Use Buildings** – rather than encourage, require use of dumpster or private collection?
3. **Inadequate Zone F Trash Containers** – City provide totes for trash storage in the downtown area of Zone F?

For more detail on the cost of this idea, please refer to Rodney Tissue's 'Refuse and Curbside Recycling Collection Services; Contract with Waste Management' memo for the April 4th meeting.

1. **Public View Issue in Downtown Area** – Alley pick-up by City trash hauler or Public Works? Placement of public dumpsters throughout downtown area for alley pick-up?

For more detail on the practicality of these alley ideas, please refer to Rodney Tissue's 'Refuse and Curbside Recycling Collection Services; Contract with Waste Management' memo for the April 4th meeting.

Financial Impact:

Recommendation:

Motion:

Action Dates:

April 4 - discussion

ATTACHMENTS:

File Name

Trash_memo_3_25_17.pdf

Description

Trash Update – New
Provisions on Public View,
Storage and Set-Out



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Kathleen A. Maher, Director of Planning & Code Administration
Paul Fulk, Inspections Manager
Rodney Tissue, City Engineer

DATE: March 30, 2017

SUBJECT: Trash Update – New Provisions on Public View, Storage and Set-Out

Mayor and City Council Action Requested

Review of staff update on administration of new provisions on trash storage and containers which went into effect on April 1, 2016. Staff will highlight issues of continued concern and outline possible solutions to address those issues for the Mayor and City Council's consideration.

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Administration of New Provisions

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Possible Solutions to Identified Challenges/Problems

1. **Repeat Violators of Trash Provisions** – zero tolerance with faster track to fines?
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For more detail on the practicality of these alley ideas, please refer to Rodney Tissue's 'Refuse and Curbside Recycling Collection Services; Contract with Waste Management' memo for the April 4th meeting.

- c:
- Blaine Mowen, Chief Code Official
 - Gary Lambert, Programs Manager
 - Jon Kerns, Community Development Manager
 - Erin Wolfe, Communications Manager

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

Topic:

Refuse and Curbside Recycling Collection Services Contract with Waste Management

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

waste_management.2017.pt_1_of_2.pdf

waste_management.2017.pt_2_of_2.pdf

Description

Refuse and Curbside
Recycling Collection
Services Contract with
Waste Management

Refuse and Curbside
Recycling Collection
Services Contract with
Waste Management



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

April 4, 2017

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Refuse and Curbside Recycling Collection Services
Contract with Waste Management – Contract #11-11-M-11

1. Background

In 2011, the Mayor and City Council awarded the referenced contract to *Waste Management*. This contract is for the collection of residential trash, single-stream recycling, yard waste and also trash and recycling collection for small, downtown commercial generators of solid waste. In January of 2015, the City Council opted to renew the contract for three (3) additional years; therefore, the contract expires December 31, 2017. In anticipation of this contract ending and with the desire to always improve our program, staff wishes to review with the Mayor and Council issues related to this contract. Our goal is to have an outstanding collection program that is environmentally friendly but at minimal cost. Herein, you will find information on the existing contract and ideas to enhance the contract to provide even better services.

2. Mayor & Council Action Requested

It would be very helpful for staff to obtain feedback from the Council regarding the following:

- A. Will we negotiate with *Waste Management* to extend their contract or issue a new Request for Proposals and rebid the contract?
- B. Regardless of extending or rebidding the contract, what enhancements does the Council wish to consider so that we can obtain appropriate pricing?

This must be finalized by about September to allow time for the vendor to prepare to implement the program in January 2018.

3. Current Program

Collections are completed in the six zones of the City (A-F, see attached map). The City collects residential and some commercial solid waste collection as follows:

- Trash: Twice a week in the downtown Zone F and once a week all other zones. Material is disposed at the *Waste Management* landfill in Greencastle, Pennsylvania. Three trash trucks operate each week day.
- Recycling: Once per week in all zones. Material is processed at the *Apple Valley* Recycling Center in Hagerstown. Two recycling trucks operate each week day.

- Yard Waste: One per week in all zones, March thru December. Material is processed at the Washington County landfill at \$63 per ton. One yard waste truck operates each week day.

The City charges an annual fee of \$156.00 per residential unit per year to fund the cost of the program. This rate has not changed since 2011 when it was *decreased* from \$164 annually. This is a fraction of what out-of-city residents pay for similar 'curbside' services.

Attached is a chart that provides the most recent data on our costs and collection amounts. This chart indicates that in 2016, we collected 10,811 tons of trash, 2,523 tons of recycled material; and 1,025 tons of yard waste yielding a diversion rate of about 25%. The national average is around 34%

Also attached is a chart that shows the effect of the single stream recycling program (including issuing totes to all units) on overall recycling rates. Since the single stream program inception, recycling tonnage has more than doubled. By analyzing the data we receive from the tote management software, we can determine that around 70% of all totes are collected from each month and about 40 to 55% every week.

The value of recycled materials has fluctuated over the life of the contract. For example, the attached sheet shows the value of newsprint was \$140 per ton when the contract was bid, dropped to \$55 per ton, but has since climbed back up to \$100 per ton but still significantly below the values when the contract was awarded. This is true of other recycled materials as well. *Waste Management* was forced to absorb the decreases while the City enjoyed rebates based on the quantity of materials we collected.

The City also provides a recycling incentive program called "RecycleBank" and information on that program is attached. About 4,400 residents chose to be members of this program and together they save an estimated \$46,000 annually on gift cards, coupons, and subscriptions. To credit 'points' program members, the trucks have readers to detect the RFID chips in the recycling totes.

One other major component of the program is disposal costs. *Waste Management* disposes our trash for \$42/ton at their Greencastle facility but the Washington County landfill rate that many other haulers must use is \$52/ton.

4. **Possible Extension of Current *Waste Management* Contract**

The existing contract with *Waste Management* continues through this calendar year. However, the Mayor & Council has the authority to extend the contract for an additional period if they deem that is in our best interest. If we would extend the current contract, staff recommends a three (3) year extension and the contract terms would remain the same except for the changes listed in the attached 3/29/17 letter from *Waste Management*. The changes are summarized as follows:

- Disposal rates at the Waste Management landfill would stay at \$42/ton for the first year but increase at an inflationary index after that.
- Due to the drop in value of recyclables and also increased sorting costs, a \$10/ton recycling fee would be added. This would result in approximately a \$25,000 increase in costs each year.
- In addition, they request an 8 to 10% increase in collection costs or a \$100,000 to \$130,000 increase annually.

We would have to increase the annual fee about \$11 per unit per year to cover these costs.

We would recognize some advantages of extending their contract:

- Costs predictable over the next several years
- *Waste Management* has issued totes to some commercial establishments free of charge
- The Recyclebank program could continue and *Waste Management* has the needed program equipment and is experienced in running the program
- *Waste Management* knows the routes and idiosyncrasies of collecting in the City.

The disadvantage of not bidding is there are potentially cheaper rates available if we bid the contract competitively.

All that said, given the increased costs in *Waste Management's* request, we cannot recommend that we extend their contract and we recommend re-bidding. However, it is clear that the cost of our next collection contract **will increase** due to increased collection costs, decreased values of recycling material commodities, and increasing landfill costs. Ways to abate these increases would be to decrease our current services such as every-other-week recycling collection, every-other-week yard waste collection, or eliminating the Recyclebank incentive program etc. These options can all be evaluated when the bids are received.

5. Possible Contract Enhancements

Solid waste collection is ever changing and the following is a list of options that would enhance our program (some of these were developed by a graduate level study conducted by students at the University of Maryland for my department in the fall of 2016. Their study is available for anyone who wishes to review it). There are other options, but this **initial** discussion will help staff understand what the consensus of the Council is regarding which ideas you want to get prices and more details on:

Option 1 – Hazardous Waste Collection

This option would provide a convenient service to the community to properly dispose and recycle home generated specialty materials such as paints, stains, cleaners, compact fluorescent lamps, gasoline, etc. A flyer is attached that summarizes *Waste Management's* "At Your Door" program. A resident would make an appointment with *Waste Management* and they would collect the hazardous item. The additional cost would be approximately \$1.20 per month per unit whether they use the program or not.

Option 2 – Efforts to Minimize Trash Visibility in Downtown

An ongoing issue, we focused on East Franklin and Washington Streets where residential trash is visible on these main downtown streets two nights a week. The attached "Alley Accessibility in the Downtown Corridor" map prepared by the Code Compliance staff provides details of the area including alley access, dumpsters in place, and obstructions (buildings, poles, wires, trees) to trucks in the alleys. There are no simple solutions, but we offer three possibilities:

Collection from Alleys: It is not physically possible to access the three east/west alleys with a full size garbage truck. A small truck, such as the one Public Works utilizes, could access most of the alleys so we could utilize their staff or require a future contractor provide the service (although the cost will be relatively high). Some other issues with alley collection include:

- Not all lots (shown in blue on the map) have alley access
- Alleys are not plowed or treated in the winter

Dumpsters in Alleys: Another suggestion is acquiring easements to strategically place dumpsters in the alleys. Residents could then throw their items into the dumpsters 24/7. However, similar to the above, a front-loading truck that serves dumpsters is even larger than standard trash trucks and cannot physically access all the alleys. In addition, the uncontrolled dumpsters will likely be abused and will be an on-going mess like the County recycling dumpsters used to be. Corrals and concrete pads are also required by City Code.

Issuing Totes for Garbage in a Pilot Area: Trash that is in containers obviously appears better than trash that is loose or in bags. We suggest that we issue green or brown 65-gallon totes for garbage to the residential properties in either the downtown Zone "F" or maybe a smaller pilot area on East and West Washington Streets and collect them from the main streets. Zone F would require about 1000 totes and we estimate the east area of downtown (shown on the map) would require about 400 totes. The estimated costs are about \$50,000 and \$20,000 respectively. We would **ONLY** collect what fits in the totes.

Option 3 – Bag Limits or “Pay as You Throw”

It is very common to have “bag limits” on the amount that residents can sit curbside each week. Generally three (3) or five (5) 35 gallon bags per servicing are normal. We could implement such a policy and this may reduce our disposal cost with a side benefit of increasing recycling.

In a true “pay-as-you-throw” program, users are charged a rate based on how much garbage they present for collection. A variety of models exist. Services for waste diversion, like recycling are often provided free of charge where pay-as-you-throw systems are implemented. There are two main types of pay-as-you-throw programs:

1. Full-unit pricing: users pay for all the garbage they want collected in advance by purchasing a tag, custom bag, or selected size container.
2. Partial-unit pricing: the municipality decides on a maximum number of bags per service. Additional bags or containers are available for purchase should the user exceed the permitted amount

Option 4 – Electronics Recycling

In the past three years, we have held two very successful electronic recycling events. Rather than having to bid this when we want to do this event, I would recommend we would make it an annual program and make it part of this contract funded by grants or the solid waste fund. Citizens have responded in a very positive manner to this program.

Option 5 – Public Notification System

Erin Anderson informed me that the County’s fire and emergency services alert “Ever bridge” software can be used to notify the public of non-emergency information. By setting up the service for collection zones (A-F), an email or text message system can be sent by zone to people who chose to receive the information. Delays due to snow, holidays, or the end of the seasonal yard waste collection would be examples. Commercially available, customized programs such as “Recycle Coach” do similar actions but have associated costs.

I hope this information provides Mayor & Council some initial guidance as we determine the future of our solid waste collection program.

c: *Waste Management*
Michelle Hepburn
Kathy Maher
Paul Fulk
Eric Deike
Erin Anderson

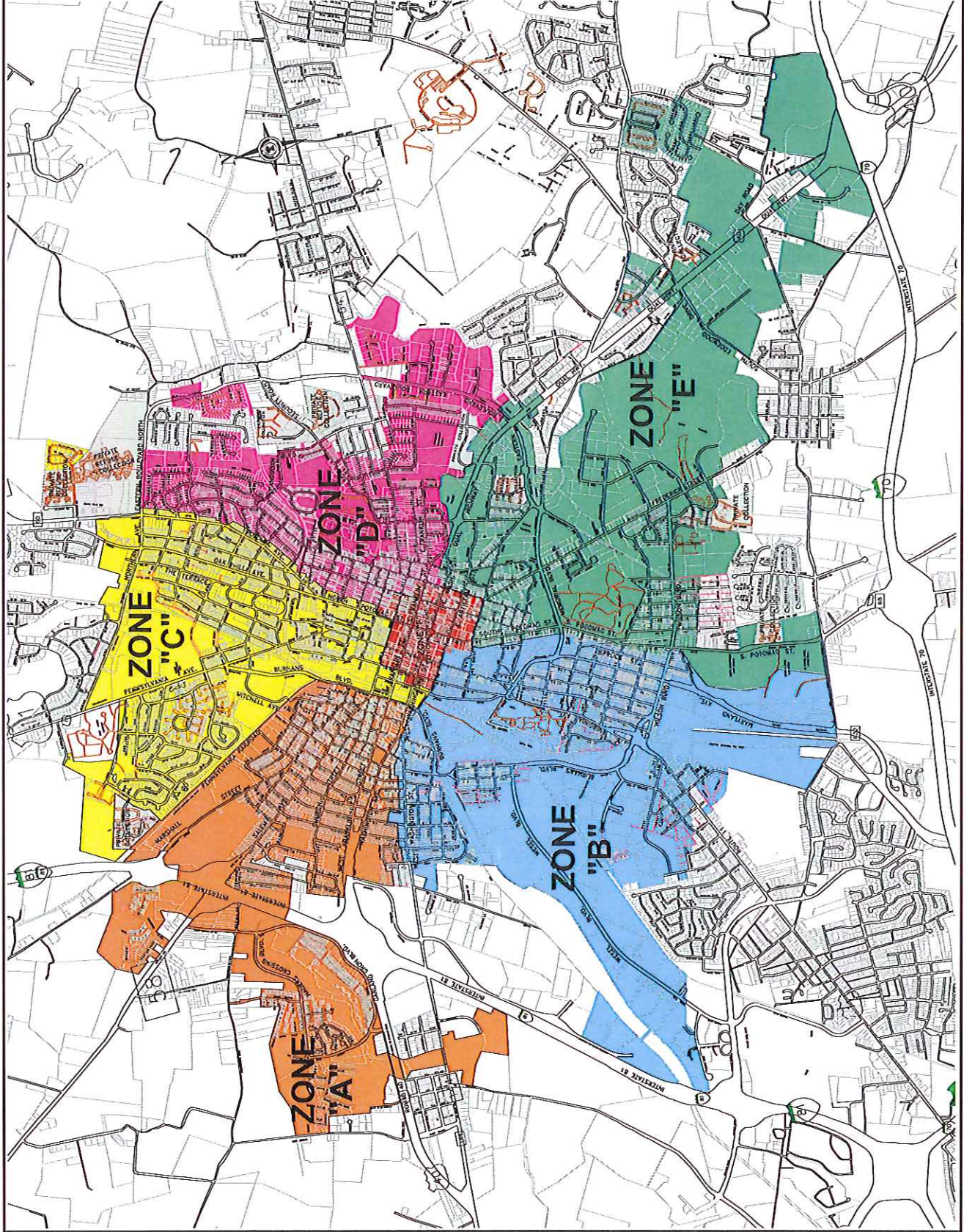
Attachments: Zone map
RecycleBank Information
Calendar Year 2016 Refuse Collection, Yard Waste, Commingled Recycling
Chart of Recycling Tonnages
Waste Management 3/29/17 letter
Newsprint Values
“At Your Door” flyer
Alley Accessibility in the Downtown Corridor map
Zone “F” map

ZONE "F"

CITY CENTER ZONE.

INCLUDES:

WEST WASHINGTON STREET
000, 100, 200 BLOCK
EAST WASHINGTON STREET
000, 100 BLOCK
WEST FRANKLIN STREET
000, 100 BLOCK
EAST FRANKLIN STREET
000, 100 BLOCK
CHURCH STREET
000, 100 (ODD) BLOCKS
EAST AVENUE
000 BLOCK
WEST ANTIETAM STREET
000, 100 (EVEN), 200 BLOCK
EAST ANTIETAM STREET
100, 200 BLOCK
WEST BALTIMORE STREET
0-28 (EVEN) BLOCK
EAST BALTIMORE STREET
000, 100 (EVEN) BLOCK
NORTH POTOMAC STREET
000, 100, 200 (EVEN) BLOCK
SOUTH POTOMAC STREET
000, 100 BLOCK
JONATHAN STREET
000, 100 BLOCK
SUMMIT AVENUE
000 BLOCK
NORTH PROSPECT STREET
000, 100 (EVEN) BLOCK
NORTH LOCUST STREET
000, 100 (ODD) BLOCK
SOUTH LOCUST STREET
000, 100 BLOCK
SOUTH MULBERRY STREET
000, 100 (ODD) BLOCK



NOTES: Update Survey 7/12	
1000 Digital Photo Survey - Update	
1000 Digital Photo Survey - Update	
CITY OF HAGERSTOWN, MARYLAND ENGINEERING DEPARTMENT	
LOCATION: City of Hagerstown	
TITLE: 2012 TRASH AND RECYCLABLES COLLECTION ZONES	
DRAWN BY: GAO	DATE: 5/7/2012
REVISION: 1	DATE: 5/7/2012
SCALE: HORIZ. 1" = 1200'	VERTICAL 1" = 1200'
APPROVED:	FILE NUMBER
DATE:	73-098-04D
BY: [Signature]	73-098-04D



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

How Recyclebank Works

1. To participate in the rewards program, the City resident must do two things:
 - a. Have a City-issued tote/container with an radio-frequency identification (RFID) chip
 - b. Register with Recyclebank via the web or by phone
2. Once registered a "member" will get "start-up" points from Recyclebank. Then you can earn points by:
 - a. Participating in the recycling program and putting your tote at curbside each week
 - b. Watch "green" education videos on the Recyclebank website
 - c. Purchase certain products endorsed by Recyclebank for their "green" practices (such as Kashi cereal, etc.)and submit the proof to Recyclebank.
3. The participation points are **NOT BASED ON INDIVIDUAL TOTE WEIGHTS**. Rather, we use a 'Community Weight' based program where reward points are based on weights from the daily collection route. The number of daily participating Recyclebank-registered members [as determined by the trucks reading the RFID chips (not the bar codes) when they dump the tote] is divided into the weight from the daily collection route and **Recyclebank assigns points to each member that participated that day.**

It is very possible for a member to get the same number of points each week. With the size of the routes in Hagerstown, it takes a significant change in weight of items recycled to see movement in points rewarded. Because the daily weight and daily registered users vary, different days will receive different points. For example, one member in one part of town may routinely get 48 points a week and another gets 53. An area of town that collectively recycles more will reap the benefits of more points.

4. Recyclebank generally issues participation points within two weeks of the actual collection.
5. If there is a problem, say an RFID reader on the truck malfunctions or they don't get the data from the Collector (Waste Management), then Recyclebank issues "mass credits" to the routes affected and each registered member is rewarded to ensure the member is made whole.
6. Registered users can browse rewards on Recyclebank's website under the "Get Rewards" tab. Rewards offered include magazine subscriptions, coupons, gift cards and free offers to local and national businesses. There are over 100 rewards from which to choose! There are different options for each reward to be redeemed, whether it is printed, mailed to the home or redeemed online.

1/24/2013

Parks and Recreation Division

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

Engineering Division

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

Popular Rewards by Contracted Client

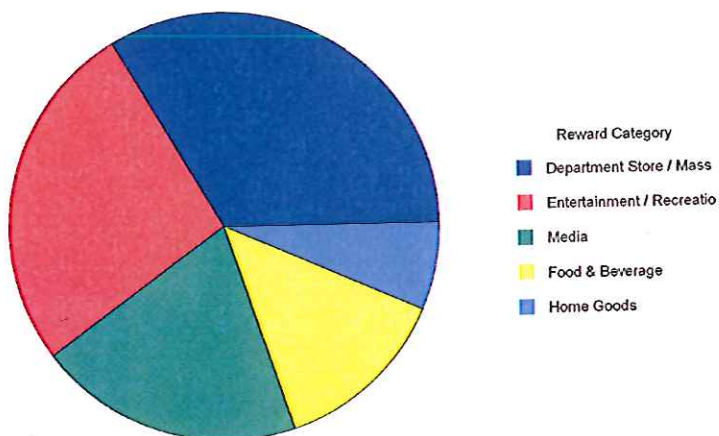
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Date Range : 3/1/2016 - 2/28/2017

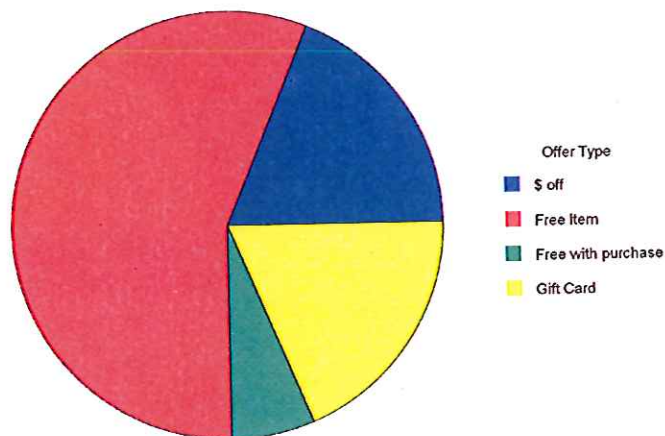
Contracted Client : Waste Management, Hagerstown, MD

Reward Partner	Product
Amazon.com®	Win a \$100 Amazon.com Gift Card! April Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! August Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! December Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! February Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! January Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! July Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! May Giveaway
Amazon.com®	Win a \$100 Amazon.com Gift Card! October Giveaway
Amazon.com®	Win a \$300 Amazon.com Gift Card!
Amazon.com®	Win a \$400 Amazon.com Gift Card!
Apple	Win an iPad Air 2!
Bed Bath & Beyond®	\$10 Off \$30 or More at Bed Bath & Beyond®
Cooking Light®	One Year Magazine Subscription to Cooking Light® (12 Issues)
DICK'S Sporting Goods	Win a \$300 DICK'S Sporting Goods Gift Card!
Eating Well	2 Year Subscription / 12 Issues
Food Network Magazine	2-Year Magazine Subscription (20 Issues)
Home Depot®	Win a \$300 Home Depot Gift Card!
iPad Mini 4	Win an iPad Mini 4!
Jersey Mike's Subs - Hagerstown, MD	FREE Bag of Chips and Drink with purchase of a Regular Sub
Macy's	Win a \$300 Macy's Gift Card!
Regal Entertainment Group	\$2 OFF Any Adult Movie Ticket from Regal
Target®	\$5 Off \$50 at Target.com
Target®	Win a \$300 Target Gift Card!
Toys"R"Us®	Win a \$300 Toys"R"Us Gift Card!
Trader Joe's	Win a \$300 Trader Joe's Gift Card!

Popular Reward Categories



Popular Offer Types



1. Popular Rewards = Top 25 Rewards ordered by Registered Curbside Members in designated Client
2. Popular Reward Categories = Count of Rewards Ordered by Category
3. Popular Offer Types = Count of Rewards Ordered by Offer Type



March 29, 2017

Rodney Tissue
City Engineer
City of Hagerstown, Maryland
One East Franklin Street
Room 301
Hagerstown, Maryland 21740

WASTE MANAGEMENT

6994 Columbia Gateway Drive
Suite 200
Columbia, MD 21046
(410) 796-7010
(410) 309-7090 Fax

Dear Rodney:

I wanted to follow up on the initial letter that I had sent to you on March 03, 2017. If agreeable with the City, Waste Management of Pennsylvania, Inc. would like to extend this agreement beyond the current term under the following parameters:

- Rate for disposal at Mountainview Landfill located at 9446 Letzburg Road Greencastle, Pa. would remain firm for first year at \$42 per ton disposal, would be subject to a Price Increase annually after that period, and would reflect the Water, Sewer, and Trash Index which is currently 3.6%
- We need to adjust to a \$10 per ton recycle disposal fee, to cover the charge that we are currently being charged at the third-party Material Recycling Facility, along with changes in the commodity market
- For our waste and recycling collection services we would request an increase over current service rates probably more in the range of (8-10%), which we would be willing to discuss.
- I have also included some additional information with the letter about our At Your Door Program to gauge the City's interest in adding this great program to our service offerings, which includes Household Hazardous waste, but not bulk materials, at a ballpark cost of \$1.20 per unit per month.

Please do not hesitate to contact District Manager Wendy Spear or myself with any question you may have regarding this proposal. We have enjoyed our relationship with the City of Hagerstown over the past several years and look forward to continuing to provide you with a high level of service.

Best Regards,

Christopher Pilzer
Area Public Sector Manager
Waste Management of WPA/WV/MD/VA

From everyday collection to environmental protection, Think Green.® Think Waste Management.

" NEWSPRINT VALUES

ONP #8 HISTORICAL PRICES

DATE	Northeast (PRICE PER TON)	Midwest	Southeast	Southwest	San Francisco/L.A.	Pacific NW
Mar-17	\$ 100.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 125.00	\$ 105.00
Feb-17	\$ 90.00	\$ 90.00	\$ 100.00	\$ 110.00	\$ 125.00	\$ 105.00
Jan-17	\$ 80.00	\$ 85.00	\$ 90.00	\$ 100.00	\$ 115.00	\$ 100.00
Dec-16	\$ 75.00	\$ 85.00	\$ 90.00	\$ 95.00	\$ 110.00	\$ 95.00
Nov-16	\$ 75.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 105.00	\$ 90.00
Oct-16	\$ 75.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 105.00	\$ 85.00
Sep-16	\$ 75.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 105.00	\$ 85.00
Aug-16	\$ 75.00	\$ 85.00	\$ 85.00	\$ 90.00	\$ 105.00	\$ 85.00
Jul-16	\$ 70.00	\$ 80.00	\$ 80.00	\$ 85.00	\$ 95.00	\$ 75.00
Jun-16	\$ 65.00	\$ 75.00	\$ 70.00	\$ 80.00	\$ 90.00	\$ 70.00
May-16	\$ 60.00	\$ 65.00	\$ 65.00	\$ 70.00	\$ 85.00	\$ 65.00
Apr-16	\$ 55.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 85.00	\$ 65.00
Mar-16	\$ 55.00	\$ 55.00	\$ 60.00	\$ 55.00	\$ 80.00	\$ 60.00
Feb-16	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 60.00
Jan-16	\$ 55.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 60.00
Dec-15	\$ 55.00	\$ 50.00	\$ 55.00	\$ 60.00	\$ 80.00	\$ 60.00
Nov-15	\$ 55.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 60.00
Oct-15	\$ 55.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 85.00	\$ 60.00
Sep-15	\$ 55.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 85.00	\$ 60.00
Aug-15	\$ 55.00	\$ 50.00	\$ 60.00	\$ 65.00	\$ 85.00	\$ 60.00
Jul-15	\$ 55.00	\$ 50.00	\$ 55.00	\$ 65.00	\$ 85.00	\$ 60.00
Jun-15	\$ 55.00	\$ 45.00	\$ 55.00	\$ 60.00	\$ 80.00	\$ 60.00
May-15	\$ 55.00	\$ 45.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 60.00
Apr-15	\$ 55.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 60.00
Mar-15	\$ 55.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 70.00	\$ 60.00
Feb-15	\$ 60.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 60.00
Jan-15	\$ 60.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 65.00
Dec-14	\$ 60.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 70.00
Nov-14	\$ 60.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Oct-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Sep-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Aug-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Jul-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Jun-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
May-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Apr-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 80.00	\$ 75.00
Mar-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 75.00
Feb-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 75.00
Jan-14	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 75.00
Dec-13	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 75.00
Nov-13	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 85.00	\$ 75.00
Oct-13	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 85.00	\$ 75.00
Sep-13	\$ 65.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 85.00	\$ 75.00
Aug-13	\$ 65.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 85.00	\$ 80.00
Jul-13	\$ 65.00	\$ 55.00	\$ 65.00	\$ 70.00	\$ 90.00	\$ 85.00
Jun-13	\$ 65.00	\$ 55.00	\$ 65.00	\$ 70.00	\$ 90.00	\$ 85.00
May-13	\$ 70.00	\$ 65.00	\$ 70.00	\$ 75.00	\$ 100.00	\$ 85.00
Apr-13	\$ 80.00	\$ 70.00	\$ 80.00	\$ 80.00	\$ 105.00	\$ 90.00
Mar-13	\$ 75.00	\$ 70.00	\$ 80.00	\$ 80.00	\$ 105.00	\$ 90.00
Feb-13	\$ 65.00	\$ 70.00	\$ 75.00	\$ 80.00	\$ 105.00	\$ 90.00

Jan-13	\$	65.00	\$	70.00	\$	75.00	\$	75.00	\$	105.00	\$	90.00
Dec-12	\$	75.00	\$	70.00	\$	80.00	\$	80.00	\$	105.00	\$	95.00
Nov-12	\$	65.00	\$	60.00	\$	70.00	\$	65.00	\$	110.00	\$	95.00
Oct-12	\$	60.00	\$	55.00	\$	60.00	\$	65.00	\$	100.00	\$	85.00
Sep-12	\$	60.00	\$	65.00	\$	60.00	\$	65.00	\$	90.00	\$	85.00
Aug-12	\$	70.00	\$	75.00	\$	70.00	\$	70.00	\$	110.00	\$	95.00
Jul-12	\$	90.00	\$	85.00	\$	95.00	\$	85.00	\$	130.00	\$	105.00
Jun-12	\$	95.00	\$	90.00	\$	100.00	\$	100.00	\$	135.00	\$	105.00
May-12	\$	95.00	\$	90.00	\$	95.00	\$	100.00	\$	135.00	\$	110.00
Apr-12	\$	95.00	\$	90.00	\$	95.00	\$	105.00	\$	140.00	\$	115.00
Mar-12	\$	95.00	\$	90.00	\$	95.00	\$	140.00	\$	105.00	\$	115.00
Feb-12	\$	95.00	\$	85.00	\$	90.00	\$	95.00	\$	135.00	\$	115.00
Jan-12	\$	85.00	\$	85.00	\$	85.00	\$	85.00	\$	125.00	\$	115.00
Dec-11	\$	95.00	\$	95.00	\$	85.00	\$	90.00	\$	130.00	\$	115.00
Nov-11	\$	100.00	\$	110.00	\$	115.00	\$	110.00	\$	130.00	\$	115.00
Oct-11	\$	130.00	\$	130.00	\$	140.00	\$	140.00	\$	150.00	\$	135.00
Sep-11	\$	140.00	\$	140.00	\$	145.00	\$	145.00	\$	165.00	\$	145.00
Aug-11	\$	140.00	\$	140.00	\$	145.00	\$	145.00	\$	170.00	\$	145.00
Jul-11	\$	140.00	\$	140.00	\$	140.00	\$	145.00	\$	165.00	\$	145.00
Jun-11	\$	140.00	\$	140.00	\$	140.00	\$	145.00	\$	165.00	\$	145.00
May-11	\$	140.00	\$	145.00	\$	140.00	\$	145.00	\$	165.00	\$	145.00
Apr-11	\$	160.00	\$	155.00	\$	155.00	\$	145.00	\$	155.00	\$	150.00
Mar-11	\$	155.00	\$	155.00	\$	135.00	\$	145.00	\$	150.00	\$	150.00
Feb-11	\$	135.00	\$	145.00	\$	125.00	\$	140.00	\$	150.00	\$	150.00
Jan-11	\$	115.00	\$	105.00	\$	110.00	\$	120.00	\$	150.00	\$	120.00

THINK GREEN®



Do you have used motor oil in your home? Used batteries? Old paint?

There is a convenient service offered in your community for you to properly dispose and recycle home-generated special materials- safely, easily and responsibly. These items may include paints, spray paint, wood stain, household cleaners, compact fluorescent lamps(CFL), automotive products, gasoline, antifreeze, pesticide, insecticide, household and vehicle batteries and more, that can be conveniently picked up at your home by simply scheduling a collection.

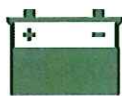
For a complete list of acceptable items, program guidelines and to schedule a FREE home collection:

Go to WMATYOURDOOR.COM

Call 1-800-449-7587

Email ATYOURDOOR@WM.COM

For qualified residents of suburban cities and unincorporated Bexar County only.



WM At Your Door
WASTE MANAGEMENT Special Collection™

This service is for qualified residents of Bexar County only, material and residential restrictions apply. A service provided by Waste Management's At Your Special Collection®.

© WM Curbside, LLC

City of Hagerstown: Alley Accessibility in the Downtown Corridor



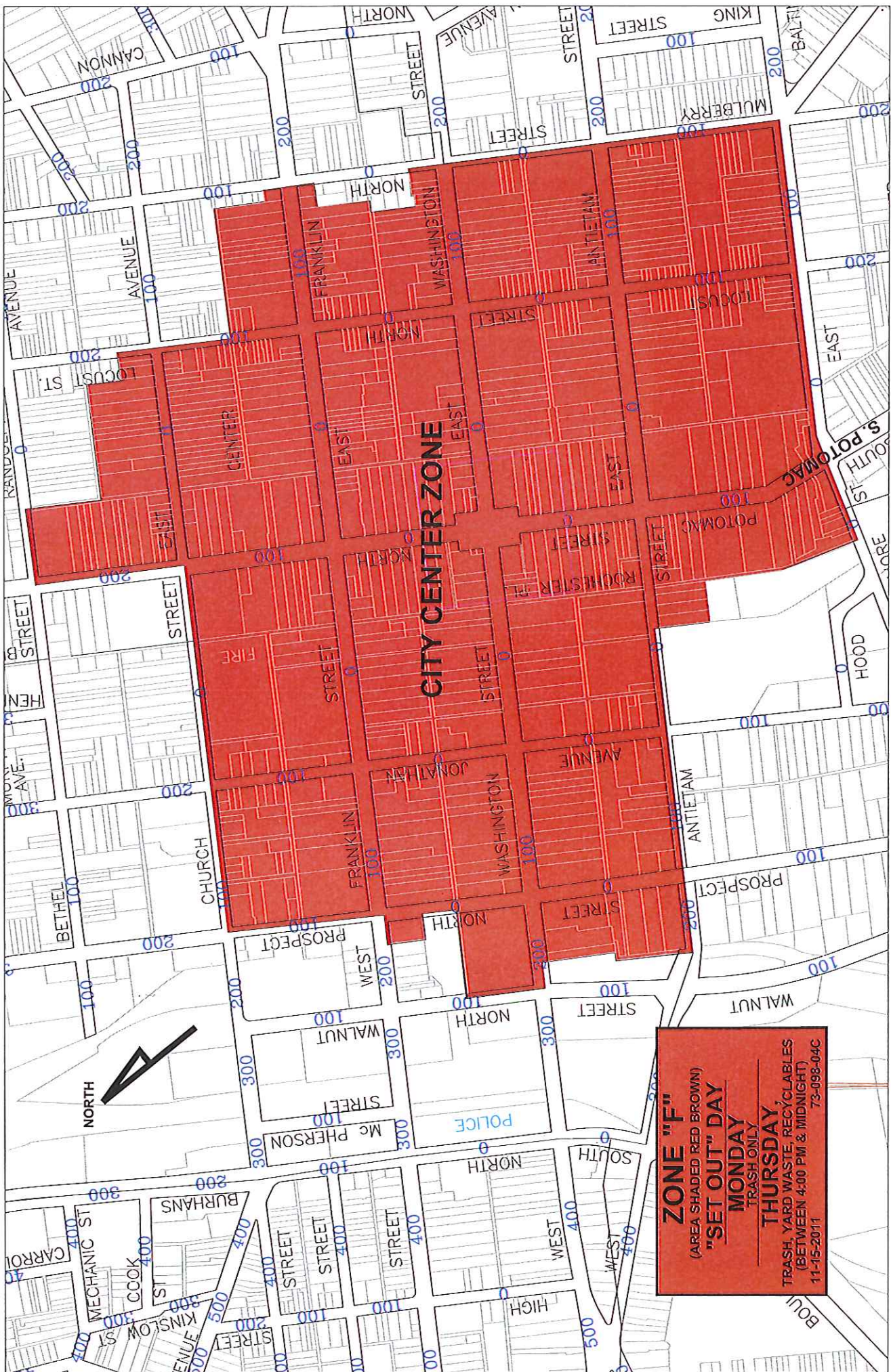
Legend

- Parking Lot Parcels
- Parcels With Alley Access
- Rental Parcels With Alley Access
- Rental Parcels Without Alley Access
- Private Trash Collection
- Alley Obstructions
- Alleys Accessible to Standard Size Trash Truck
- Alleys Inaccessible to Standard Size Trash Truck

Map Projection: NAD83 State Plane Maryland FIPS (feet)

Data Sources: City of Hagerstown, 2017

Prepared By: C. Wen, Planning and Code Administration, 3/27/17



ZONE "F"
(AREA SHAD RED BROWN)
"SET OUT" DAY
MONDAY
TRASH ONLY
THURSDAY
TRASH, YARD WASTE, RECYCLABLES
(BETWEEN 4:00 PM & MIDNIGHT)
11-15-2011
73-098-04C

CALENDAR YEAR 2016 REFUSE COLLECTION, RECYCLING, AND YARD WASTE

	RESIDENTIAL									COMMERCIAL						TOTAL COSTS	RECYCL. REBATE	COMMENTS
	TRASH COLLECTION & DISPOSAL				RECYCLING		YARD WASTE			TRASH		RECYCLING						
MON.	NO. OF UNITS	MON. TONS	COLLECT. COST	PA LANDFILL COST	MON. TONS	COLLECT. COST	MON. TONS	COLLECT. COST	WASH. CO. LANDFILL COST	NO. OF UNITS	COLLECT. COST	NO. OF UNITS	COLLECT. COST	RECYCLE BANK	TOTE MAINT. COST			Deposits to Acct #01300012-4899
JAN	14,358	751.91	\$70,210.62	\$31,580.22	175.31	\$31,874.76		\$8,758.38		24	\$148.74	67	\$184.35	\$3,876.66	\$707.48	\$147,341.21	\$703.10	2/17/2016
FEB	14,358	901.16	\$70,210.62	\$37,848.72	217.39	\$31,874.76		\$8,758.38		24	\$148.74	67	\$184.35	\$3,876.66	\$707.48	\$153,609.71	\$1,123.90	3/28/2016
MAR	14,358	948.37	\$70,210.62	\$39,831.54	231.77	\$31,874.76	52.02	\$8,758.38	\$3,071.88	24	\$148.74	67	\$184.35	\$3,876.66	\$707.48	\$158,664.41	\$1,267.70	4/22/2016
APR	14,395	860.34	\$70,391.55	\$36,134.28	211.39	\$31,956.90	112.95	\$8,780.95	\$7,115.85	26	\$153.18	69	\$196.75	\$3,886.65	\$707.48	\$159,323.59	\$1,063.90	5/19/2016
MAY	14,395	916.64	\$70,391.55	\$38,498.88	217.08	\$31,956.90	151.57	\$8,780.95	\$9,548.91	26	\$153.18	69	\$196.75	\$3,886.65	\$707.48	\$164,121.25	\$1,120.80	6/24/2016
JUN	14,395	992.68	\$70,391.55	\$41,692.56	229.70	\$31,956.90	162.68	\$8,780.95	\$10,248.84	26	\$153.18	69	\$196.75	\$3,886.65	\$707.48	\$168,014.86	\$1,247.00	7/26/2016
		5,371.10	\$421,806.51	\$225,586.20	1,282.64	\$191,494.98	479.22	\$52,617.99	\$29,985.48		\$905.76		\$1,143.30	\$23,289.93	\$4,244.88	\$951,075.03	\$6,526.40	1/2 YEAR SUBTOT.
JUL	14,412	878.74	\$70,474.68	\$36,907.08	196.57	\$31,994.64	85.87	\$8,791.32	\$5,409.81	28	\$173.60	70	\$155.40	\$3,891.24	\$707.48	\$158,505.25	\$915.70	8/18/2016
AUG	14,412	1,020.73	\$70,474.68	\$42,870.66	208.60	\$31,994.64	106.34	\$8,791.32	\$6,699.42	28	\$173.60	70	\$155.40	\$3,891.24	\$707.48	\$165,758.44	\$1,036.00	9/30/2016
SEP	14,412	899.47	\$70,474.68	\$37,777.74	213.70	\$31,994.64	76.82	\$8,791.32	\$4,839.66	28	\$173.60	70	\$155.40	\$3,891.24	\$707.48	\$158,805.76	\$1,087.00	10/25/2016
OCT	14,425	844.97	\$70,538.25	\$35,488.74	194.44	\$32,023.50	93.13	\$8,799.25	\$5,867.19	33	\$209.15	69	\$153.18	\$3,894.75	\$707.48	\$157,681.49	\$894.40	12/5/2016
NOV	14,425	907.00	\$70,538.25	\$38,094.00	213.36	\$32,023.50	126.57	\$8,799.25	\$7,973.91	33	\$209.15	69	\$153.18	\$3,894.75	\$707.48	\$162,393.47	\$1,083.60	1/3/2017
DEC	14,425	888.68	\$70,538.25	\$37,324.56	214.05	\$32,023.50	57.52	\$8,799.25	\$3,623.76	33	\$209.15	69	\$153.18	\$3,894.75	\$707.48	\$157,273.88	\$1,090.50	1/30/2017
		5,439.59	\$423,038.79	\$228,462.78	1,240.72	\$192,054.42	546.25	\$52,771.71	\$34,413.75		\$1,148.25		\$925.74	\$23,357.97	\$4,244.88	\$960,418.29	\$6,107.20	1/2 YEAR SUBTOT.
TOTALS		10,810.69	\$844,845.30	\$454,048.98	2,523.36	\$383,549.40	1025.47	\$105,389.70	\$64,399.23		\$2,054.01		\$2,069.04	\$46,647.90	\$8,489.76	\$1,911,493.32	\$12,633.60	CAL. YEAR TOTALS

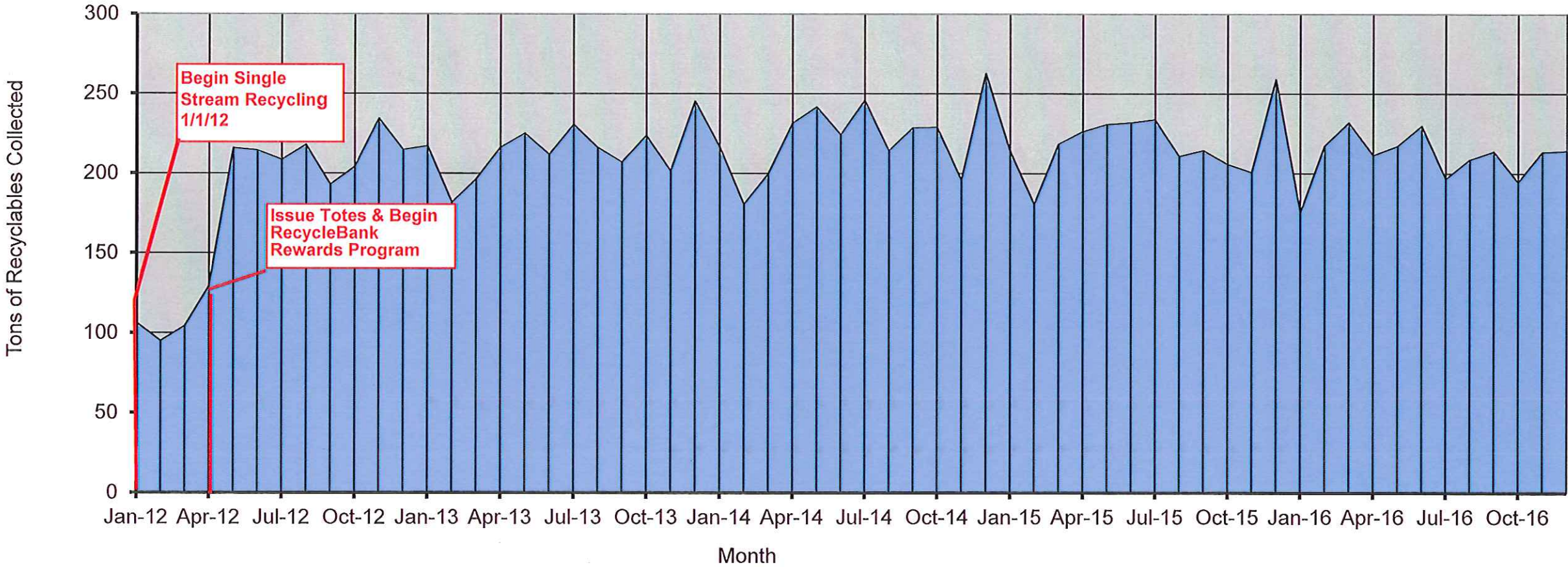
Updated 3/30/17

RESIDENTIAL TRASH COLLECTION = \$4.89 PER UNIT
YARD WASTE COLLECTION = \$0.61 PER UNIT
RESIDENTIAL RECYCL. COLLECTION = \$2.22 PER UNIT
RECYCLE BANK PROGRAM = \$0.27 PER UNIT
COMMERICAL RECYCL.COLLECT. = \$2.22 PER UNIT
COMMERICAL TRASH COLLECTION = \$6.20 PER UNIT

WHEN TONNAGE IS LESS THAN 1 TON - CITY CHARGED \$42.00/TON

LANDFILL RATE FOR YARD WASTE = \$63.00 PER TON

City of Hagerstown Recycling Tonnages



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

Topic:

FY2017/18 Budget Review - *Valerie Means, City Administrator, and Michelle Hepburn, Director of Finance*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY18_Budget_Review_Memo_04-04-2017.pdf

Description

FY18 Bud Memo &
Schedule



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X160

To: Valerie Means, City Administrator
From: Michelle Hepburn, Director of Finance
Date: April 1, 2017
Subject: FY2017/18 Budget Review

On Friday, March 31, 2017, we distributed copies of the FY2017/18 Proposed Budget. We have scheduled the first budget work session and review for April 4. Since there are new members and the budget books have only been distributed for a few days, the meeting on April 4 will be to provide an overview of the FY2017/18 Proposed Budget. At this time, staff has outlined a preliminary agenda for future budget review sessions that will provide an opportunity for more feedback and in depth discussions. The schedule below is a draft and can be updated based upon time needed.

April 4, 2017:

1. Overview Summary
 - a. City Administrator's Budget Message Highlights
 - b. Staffing Schedule – Section 1, Page 19
 - c. Amenities Chart – Section 1, Page 10
 - d. Assessable Base and Tax Rate Impact Charts – Section 1, Page 3

April 11, 2017:

1. General Fund Revenue and Expenditure Budget Comparisons – Section 1, Pages 26-28
2. General Fund 5 Year Projections – Section 7
 - a. General Fund Revenue Projections – Pages 3, 5, and 7
 - b. General Fund Expenditures Projections – Pages 4 and 9-11
 - c. General Fund Debt Service Projections – Pages 12-13
3. Capital Improvement Program – Section 8
 - a. General Fund Projects by Funding Source (Bond Financing; CIP Fund Balance; and Transfers to CIP-General Fund) – Pages 15-19
 - b. Mayor and Council Discussion of priority projects

April 18, 2017 through May 16, 2017:

Future budget review work sessions are anticipated to continue discussions on the General Fund and cover the following topics throughout April.

1. General Fund Overview Statement of Revenue and Expenditures – Section 3, Page 1-2
2. General Fund Operating Revenue – Section 3, Pages 5-14
3. General Fund Operating Budget Expenditures – Section 3, Pages 15-57
4. Mayor and Council Discussion of General Fund Proposed Budget
5. Economic Redevelopment, Section 5, Pages 11-13
6. CDBG Program, Section 5, Pages 3-8
7. Property Management 5 Year Projections, Sections 7, Pages 31-32
8. Parking Fund 5 Year Projections, Section 7, Pages 26-28
9. Parking Fund Capital Improvement Projects, Section 8, Pages 39 and 166-170
10. Golf Fund 5 Year Projections, Section 7, Pages 29-30
11. Mayor and Council Discussion of Other Funds' Proposed Budget
12. Electric Fund 5 Year Projections, Section 7, Pages 15-17
13. Electric Fund Capital Improvement Projects, Section 8, Pages 32 and 120-137
14. Water Fund 5 Year Projections, Section 7, Pages 18-21
15. Water Fund Capital Improvement Projects, Section 8, Pages 34 and Pages 138-149
16. Wastewater Fund 5 Year Projections, Section 7, Pages 22-25
17. Wastewater Fund Capital Improvement Projects, Section 8, Pages 37 and 150-165

May 16, 2017:

- Public Hearing: FY18 Budget and Property Tax Rate
- Introduction of Ordinances (FY18 Budget and Property Tax Rate)

May 23, 2017:

- Adoption of Ordinances (FY18 Budget and Property Tax Rate)

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

Topic:

Request to Form Partnership with Valley Co-op at the City Farmers Market (25 W. Church Street) - *Randy Gray, DCED Business Development Specialist, Lauren Metz, Community Events Coordinator, Julius Goepp, President – Valley Co-op, and Cori Rohrer, Operations Manager, Valley Co-op*

Mayor and City Council Action Required:

Discussion:

Staff members will attend the April 4, 2017 Regular Session of the Mayor and City Council to submit a request from a private organization, Valley Co-op, to form a partnership with the City and eventually lease space at the City Farmers Market. Eventually, the organization's long-range (5-10 year) vision includes possible interest of Valley Co-op in buying the building. The following is a summary of the request:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Valley_Co-op_final_memo_040417.pdf

Description

Memo: Valley Co-op



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Valerie Means, City Administrator

FROM: Randy Gray, DCED Business Development Specialist
Lauren Metz, Community Events Coordinator

DATE: March 30, 2017

RE: Request to form partnership with Valley Co-op at the City Farmers Market (25 W. Church St.)

Staff members will attend the April 4, 2017 Regular Session of the Mayor and City Council to submit a request from a private organization, Valley Co-op, to form a partnership with the City and eventually lease space at the City Farmers Market. Eventually, the organization's long-range (5-10 year) vision includes possible interest of Valley Co-op in buying the building. The following is a summary of the request:

Partnership Request

- Request from Valley Co-op board president Julius Goepp and manager Cori Rohrer.
- Request to use approximately 2,500 square feet of space (referred to as the "Back Room" at the market).
- Partnership term is for nine months, rent free including utilities.
- Valley Co-op would enter into a lease for the space, effective the month they move into the market.
- Valley Co-op would use the space Thursday (10am – 8:30pm), Friday (2pm – 7pm) and Saturday (8am – 1 pm) as a "Buyer's Club." The group may also use the building on other days for meetings and internal purposes.
- If approved, this partnership could commence as early as Wednesday, April 12, 2017.
- The "Back Room" is currently vacant with the exception of a children's area. If a partnership with Valley Co-op is approved, the children's area would either stay in place or be moved to another section of the market (the Co-op prefers it be moved) – nonetheless, it would not be eliminated.

Rent Estimate/Market Rates

- This 2,500 s/f of space could potentially house up to 5 vendors at the Farmers Market, each paying approximately \$70 per month. That equates to \$350 per month for all 5 vendors. The value of \$0 rent to the Co-op for nine months is \$3,150 (\$350 x 9) assuming that area is full.
- DCED staff feels \$400/month is a fair and reasonable rent for Valley Co-Op which would occupy the entire space for three days per week (and use occasionally for meetings and internal purposes).
- The lease would call for rents of \$275/mo in the 10th, 11th, and 12th months, \$350/mo in the 13th through 18th months and \$400/mo in the 19th through 24th months – utilities are to be paid monthly by the co-op starting in the 10th month (estimated at \$50/mo) – see chart below:

YEAR 1	RENT		YEAR 2	RENT
Months 0-9	\$0.00		Months 13-18	\$350.00
Months 10-12	\$275.00		Months 19-24	\$400.00
				Total annual amount = \$5,325

Additional Background: One of the eight catalyst projects in the City of Hagerstown's revitalization effort is to make better use of the Historic Farmers Market, which currently is only open for seven hours a week on Saturdays. The Valley Co-Op would help solve the food desert issue facing the City, especially since its long-range mission would be to utilize the Farmers market six days per week with the possibility of consideration of buying the building. The co-op is active, but must find new space this April – they would like to be settled in the Farmers Market by April 15.

Other Pertinent Co-op Plans/Notes:

- Valley Co-op closed its store at 19946 National Pike in Hagerstown on January 28 of this year.
- The Buyer's Club is open to the public and cost \$35 per family per year – customers order online and would pick up their items in person.
- Develop a business and 5-year pro forma plan.
- The organization would work with current farmers market vendors, community groups and stakeholders to ensure long term success of the entire market.
- Co-op would identify lenders in the national co-op arena to help develop funding plans.
- Group would conduct a capital campaign to raise additional operating funds.
- Co-op accepts SNAP (Supplemental Nutrition Assistance Program).

Long Term Vision: Valley Co-op is committed to preserving a reliable supply of locally sourced produce, meat and dairy products ... and providing these commodities to help promote the financial wellbeing of farmers and improve the health of Hagerstown citizens. Once the Buyer's Club is up and running successfully for an unspecified time period, the organization would look to add to the Farmers Market such entities as:

- A Dairy Bar
- An Old Fashioned Butcher Shop
- A Bakery
- A Wine and Beer Emporium (if permitted)
- A Demonstration, Conference and Media Space
- Other concepts as outlined in the attached information

Valley Co-Op's "Ask" of City Government in Partnership:

- Collaborate with organization to identify partners.
- Assist with fit-out of facility (secure two interior windows and doors and supply external location for a condenser unit for a refrigerator).
- Coordinate with City Public Works pertaining to needed services.

Attached: Lease, Exhibit A (drawing showing interior work improvements), Exhibit B (rules & regulations for the farmers market).

c: Jill Frick, Jason Morton, Michelle Hepburn, Eric Deike

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this 11th day of April, 2017, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord," and Valley Co-op, a Maryland Corporation with its principal place of business in Washington County, Maryland, hereinafter called "Tenant."

SECTION I **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord a portion of the space located on the first floor of 25 West Church Street, Hagerstown, Maryland ("the Building"), consisting of approximately Two Thousand Five Hundred (2500) square feet more or less, together with all improvements thereon. The portion of the Building leased hereby is particularly described in and/or shown as on Exhibit A attached hereto and made part hereof, the said real property and improvements being hereinafter referred to as the "Demised Premises" or the "Premises." The Premises shall be available to the Tenant on the days of Thursday through Saturday each week for the operating hours of a "Buying Club," and other days throughout the week as deemed necessary for internal purposes.

Landlord shall provide adequate electrical supply and an external location for a condenser unit for a refrigerator on the Premises provided it meets approval from the Historic District Commission; in addition, Landlord shall secure two open interior windows and a door in the locations noted on Exhibit A. The construction of these leasehold improvements to the Demised Premises shall be completed by Landlord, at Landlord's expense, no later than April 20, 2017.

Tenant shall be responsible for opening/closing and securing the Premises on each day when it is open. Tenant shall ensure smooth pedestrian flow into and out of the Premises.

SECTION 2 **TERM**

Initial Term. The initial term of this Lease shall commence on the 12th day of April, 2017, and end on the last day of March, 2019, at 11:59 p.m., unless extended by written agreement between the parties or unless otherwise set forth herein.

SECTION 3 **RENT**

A. DURING THE TWENTY-FOUR (24) MONTH PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

1. For the period of April 12, 2017 to December 31, 2017, rental shall be 00/100 Dollars (\$0.00).

2. For the period of January 1, 2018 to March 31, 2018, rental shall be Eight Hundred Twenty-five and 00/100 Dollars (\$825.00). Tenant shall pay in equal monthly installments of Two Hundred Seventy-Five and 00/100 Dollars (\$275.00) per month in advance on the first day of each month.

3. For the period of April 1, 2018 to September 30, 2018, rental shall be Two Thousand One Hundred Dollars and 00/100 Dollars (\$2,100.00). Tenant shall pay in equal monthly installments of Three Hundred Fifty and 00/100 Dollars (\$350.00) per month in advance on the first day of each month.

4. For the period of October 1, 2018 to March 31, 2019, rental shall be Two Thousand Four Hundred and 00/100 Dollars (\$2,400). Tenant shall pay in equal monthly installments of Four Hundred and 00/100 Dollars (\$400.00) per month in advance on the first day of each month.

B. LATE FEES. In the event the Rent and/or Additional Rent hereunder shall not be received by the Landlord within five (5) days of its due date, a late charge of five (5%) percent of the Rent and/or Additional Rent then due shall be added thereto as a late charge.

C. SECURITY DEPOSIT. Contemporaneously with the execution of this Lease Agreement, Tenant shall deposit the sum of one month's rent (\$275.00) with Landlord as a security deposit. The security deposit shall be held by the Landlord in a non-interest bearing account as security for the faithful performance by the Tenant of all Tenant's obligations under this Lease.

SECTION 4 **USE FEES; UTILITIES**

For the first nine (9) months of this lease, Tenant shall pay for no utilities. Beginning on January 1, 2018, Tenant shall be responsible for paying the Landlord for all utilities except as provided herein. The cost of utilities, based on square footage and the rates historically paid by other Farmers Market users, would equal \$165 per quarter and \$660 per year. These fees would be collected on a quarterly basis and would be reevaluated and possibly altered after reviewing the costs for the first nine months. Landlord shall be responsible for paying for water and sewer for the Premises.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5 **COMPLIANCE TO MAINTAIN INSURANCE**

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6 **MAINTENANCE**

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting fixtures. Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems.

SECTION 7 **ALTERATIONS**

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense, excepting the alterations set forth in Section I. This shall not be construed to deny the Tenant the right to do usual customary decorating of the premises. Tenant agrees that all improvements to the Premises shall become the property of the Landlord at the time of installation.

SECTION 8 **COMMENCEMENT OF TERM/OCCUPANCY**

This Lease shall become effective upon the execution by the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9 **USE**

The Premises shall be used by the Tenant solely for the purposes of a cooperative buyer's club, holding meetings, conducting internal business and any related activities. No other use may be made of the premises unless same is approved in writing by the Landlord. Said approvals shall be in writing and subject to the approval of the Mayor and Council as its duly constituted legislative body.

SECTION 10 **SIGNS**

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

Approval required under this provision shall be in writing and subject to the approval of the Mayor and Council and Historic District Commission as its duly constituted legislative body.

SECTION 11
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord.

SECTION 12
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of not less than \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days' written notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to Landlord and shall be kept current.

SECTION 13
QUIET ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, at any time during the term of this Lease. In the event that Tenant does not elect to renew this Lease at any time, and then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15
FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the premises so injured or damaged as speedily as possible. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the Premises is injured or damaged by any of the

aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for the purposes set forth in Section 9.

SECTION 16 **DEFAULT OF TENANT; REMEDIES OF LANDLORD**

If any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises, using force if necessary, to dispossess Tenant and all other occupants from the Demised Premises and to remove any or all of Tenant's property at the Demised Premises, and assume and take possession of the same, and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

In addition, Tenant shall have breached this Lease and shall be considered in default hereunder if (a) Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (b) involuntary proceedings are instituted against Tenant under any bankruptcy or insolvency law or act and not dismissed within ninety (90) days; or (c) Tenant ceases to maintain good standing status with the Maryland State Department of Assessments and Taxation.

No entry or re-entry by Landlord, whether resulting from summary proceedings or otherwise, nor any letting or reletting shall absolve or discharge Tenant from liability hereunder. Tenant's liability hereunder, even if there be no letting or reletting shall survive the issuance of any dispossession warrant, order of court terminating this Lease, or any other termination based upon Tenant's default. The words "enter," "re-enter," and "re-entry" as used in this Section and elsewhere in this Lease are not restricted to their technical legal meanings.

In any action or proceeding brought to enforce this Lease or any provision thereof, Landlord shall be entitled to an award of reasonable attorney's fees to be paid by the Tenant.

SECTION 17 **TENANT HOLDING OVER**

This Lease shall terminate automatically upon the expiration of the initial term, or additional term as the case may be. HOWEVER, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month-to-month basis, with monthly rental 3% greater than the rent for the last six months of the preceding term.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a Resolution approving the execution of this Lease and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Lease is null and void and of no effect.

It is agreed that the necessary Resolution required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
SMOKING

No smoking shall be permitted on the Premises.

SECTION 20
APPROVALS

Any approvals required under the provisions of this Lease by Landlord shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

SECTION 21
NOTICES

Unless another address shall have been substituted for such address by notice in writing, all notices or demands of any kind which either party may be required or may desire to serve on the other under the terms of this Lease may be served on the other: (1) by hand delivery by leaving a copy of such demand or notice for the party at the party's address set forth below, (2) by sending via nationally recognized commercial overnight courier a copy of such demand or notice to the party at the party's address set forth below, (3) by mailing, certified or registered US mail, return receipt requested, first class postage prepaid, a copy of such demand or notice to the party at its address set forth below, or (4) by sending a copy of such demand or notice via email, with a confirmatory copy by first class mail, to the party's e-mail and address, set forth below.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, Maryland 21740
VMeans@hagerstownmd.org

Tenant:

Valley Co-op
Attention: Julius Goepp
20140 Scholar Drive, Suite 317, Hagerstown, MD 21740
leadership@valleycoop.org

SECTION 22
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purposes of this Lease or any provisions contained herein.

SECTION 23
PARTIAL INVALIDITY

If any term, covenant or condition of this Lease shall be deemed invalid or unenforceable, then the remainder of this Lease shall not be affected and same shall remain in full force and effect.

SECTION 24
GOVERNING LAW

This Lease shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 25
PERMITS

In the event that it becomes necessary for any permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 26
MARKET RULES AND REGULATIONS

Attached hereto as Exhibit B are a true and accurate copy of the Hagerstown City Market Rules and Regulations, which shall be applicable to the Tenant (unless said Rules conflict with the terms of this Lease Agreement, in which case the terms of this Lease Agreement shall prevail). Tenant shall likewise abide by any update to said Rules and Regulations, a copy of which Landlord shall furnish to Tenant in a timely manner.

SECTION 27
MISCELLANEOUS

The headings in the Lease are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Lease shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Lease is subject to and contingent on the passage of any Resolutions required as indicated, and upon adoption of this Agreement by formal action of the Mayor and Council.

This Lease contains the final and entire agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

Parking is not provided in this Lease. Parking spaces in the City Market Lot are available for lease by the Tenant through the City's Billing Office, located on the first floor of City Hall.

Landlord shall have access to the Premises and each part thereof during the Tenant's regular business hours for the purpose of inspecting the same and making repairs, and for a period of six (6) months prior to expiration of the term of this Lease, to show the property and Demised Premises to prospective tenants or purchasers.

Tenant covenants and agrees that during the term of this Lease, neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be brought upon, kept, or used in, on, or about the Demised Premises or the Building or transported to or from the Demised Premises or Building without the prior written consent of Landlord.

This Lease is considered to be and shall be construed as a commercial lease.

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LANDLORD AND/OR THE TENANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor

WITNESS:

TENANT: Valley Co-op

BY: _____
Julius Goepp, President of the Board

Exhibit A

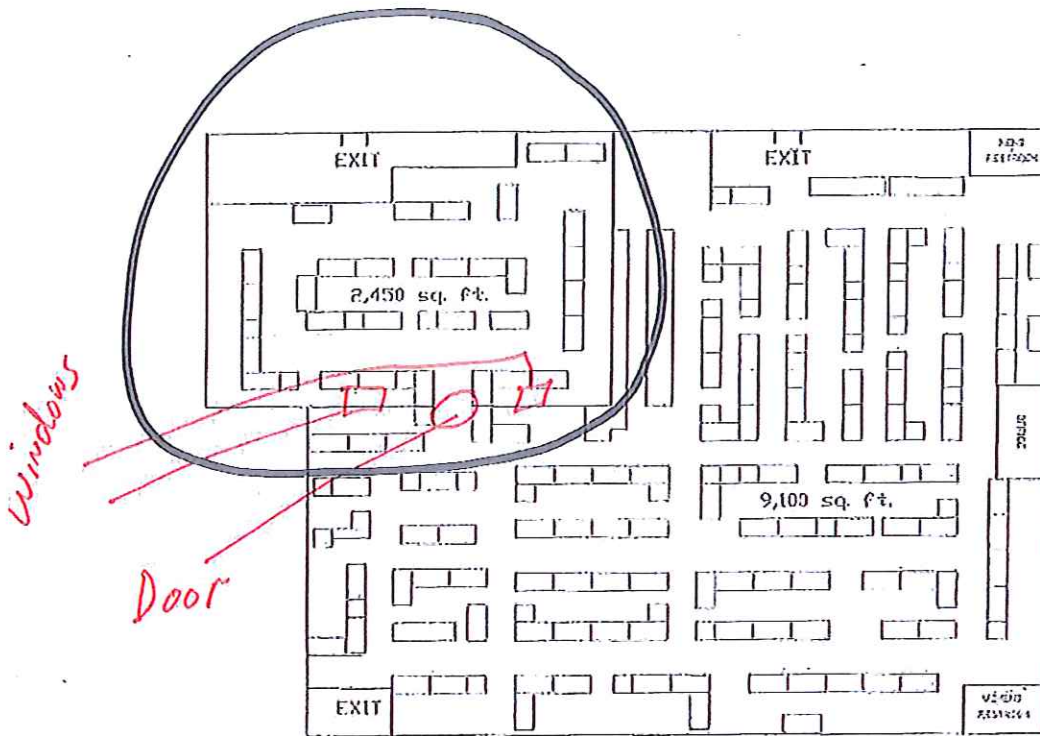


EXHIBIT B

Hagerstown City Market Rules and Regulations

Please note: not all Rules & Regulations are applicable to the Tenant (Valley Co-op), and any questions regarding applicability will be discussed on a case-by-case basis between the parties.

1. Rental is to be paid by the month (regular and seasonal vendors) and by the day (temporary vendors), in advance of use. If rent is not paid in advance, all market privileges will be forfeited, and the stall will be considered vacated.
2. Stalls are not transferable and may be sublet only with permission of the Market Management. Lending or allowing adjacent vendors use of a Market stall when absent is NOT ALLOWED. This is subletting, which is prohibited unless approved by the Market Management. If use of empty stall is allowed by Market Management, unrented booths must be cleared within 24 hours of notice from Market Management.
3. All permanent vendors are expected to be at Market every Saturday and to remain until goods are sold out or until closing of the Market. Vendors must arrive and be set-up no later than 7:00 a.m. Failure to comply with this rule may result in the stalls being rented to any Market applicant selected by the management.
4. All vendors must notify the Market Management and obtain approval for any absence, otherwise space will be considered abandoned and forfeited after two weeks of consecutive absence automatically upon notice to the vendor. If a vendor cannot be there to man his stall he must provide an alternate and call the Vendor Liaison or Market Management with the alternate's name. If you have prior approval of absence from the Market Management, you MUST place a sign on your stall letting customers know when you expect to return. Approved absences shall be granted only for those who suffer a major illness or unavoidable emergency.
5. All vendors selling food items shall comply with all applicable Health Department Regulations and Fire Safety Codes. All vendors shall comply with IRS rules and regulations, and state traders and sales tax requirements.
6. All merchandise shall be removed from top of stall if requested or covered at conclusion of business hours. Vendors rent their stalls for Saturdays ONLY and may be required to remove ALL merchandise from stalls if space is needed by the City during the week or for a special event NOT held on a Saturday. Vendors will be given at least 1 week's notice of need for removal. City is not responsible for vendors' wares if they are not removed.
7. Vendors are not to fasten or affix things to walls without permission of the Market Management.
8. All stall tops are to be covered with a cloth or plastic-type covering. Newspapers or contact paper will not be permitted. All aisles must be kept open and clear. All stalls must be covered for pest control fogging. Vendors will be given notice of fogging no later than the Saturday

preceding fogging and are responsible for covering their own stalls and protecting their merchandise and equipment. Market Management will not cover exposed stalls.

9. All vehicles are to be moved from the loading dock area immediately upon unloading. All vehicles should be parked in area designated by the Market Management to ensure that there is parking for customers. All vehicles must be unloaded and moved by 8:00 am. Long-term parking in the fire lane behind Market building is NOT allowed. Please obey all posted signs.
10. Market cart shall be returned to the front of the Market as soon as merchandise has been carted to the stall. Carts shall not be kept at the individual stalls. Carts are not to be left on the loading dock.
11. Vendors using their own hand carts and wagons are asked not to ram them into the doors. Doors are provided with hooks to hold them open. Please use them.
12. All vendors are responsible for maintenance and cleanliness of individual stalls and stall areas, including floors. Trash is not to accumulate in stalls. Excessive trash (boxes, crates, left over produce, etc.) should be placed in the dumpster. All food trash MUST be thrown in trash receptacles no later than 12 noon- before the maintenance worker leaves. All food trash needing to be disposed after this point MUST be placed in dumpster by Vendor. Please obtain dumpster key from appropriate Vendor. Failure to comply may result in noncompliant Vendor being charged for vermin control.
13. The Maintenance worker is on duty during Market hours for the sole purpose of maintaining the Market house. It is not the maintenance worker's job to work for the individual vendors and the worker is not required to assist in the loading or unloading of vendors' vehicles.
14. Hand-sinks will be kept clean by adjoining stall renters. Do not allow any food items or residue to remain in sinks. Towel and soap dispensers must be kept clean.
15. Used clothing and apparel may not be sold.
16. No alcoholic beverages are allowed on the premises at any time.
17. The City of Hagerstown is NOT responsible for any accidents on the premises, or for damage to vendor merchandise, and vendors operate at their own risk. All vendors are required to sign a hold harmless agreement with the City every January. Failure to sign hold harmless will result in loss of Market privileges. All food vendors are required to carry product liability insurance and provide proof of said insurance to Market Management upon reasonable request, and no less often than annually. All vendors are encouraged to obtain insurance.
18. The City of Hagerstown is NOT responsible for any property left on the premises. Any items remaining in stalls are left at the vendor's own risk. The City Provides door locks for front and back doors but it is vendors' responsibility to make sure all doors are closed properly upon their exit of the building. Back door keys are available to full time vendors after their 1 year anniversary at the Market with the payment of a deposit fee.
19. Vendors bringing children under the age of 12 to Market must keep them in their own stall area, unless accompanied by an adult.

20. In the event of non-payment of rent or termination of permit for any reason, all property shall be removed within twenty-four (24) hours of receipt of notice to so remove. If not removed, the City shall dispose of said property in whatever manner it deems appropriate at vendor's cost.
21. Defacing, damaging, or theft of City property shall not be permitted and shall result in loss of Market privileges and/or legal action.
22. No solicitation or electioneering of any kind, including campaigning, distribution of election or religious literature, or panhandling, will be permitted in the Market House, loading dock, or within five feet of the Market House Door.
23. All sales of any kind must be made in the Market House and not on the parking lot or loading dock.
24. Should it become necessary, the City reserves the right to relocate a vendor from one area to another or from one stall to another, or to terminate the lease for violation of the lease or the Market Rules and Regulations. Vendor will be notified verbally and in writing of termination/move and provided with reason for termination/move.
25. Vendors must sell those items and only those items specified in their original application. All vendor changes must be made in writing by filling out a "Vendor Change of Product Form" obtainable from the Vendor Liaisons. These changes must be juried by the Market Jury Committee and approved by Market Management BEFORE the new changes may be implemented. Each vendor is limited to TWO changes in inventory per calendar year.
26. Those vendors who do not have keys and wish to set up before Saturday Market must call either the Market Management or City Hall to arrange to be met at the Market House on Fridays between 9 am – 3:30 pm.
27. The Market Management will hold quarterly meetings to update vendors on special events at the Market House as well as other business issues that may affect Vendors. The meetings will be announced at least 3 week in advance and it is the Vendors' responsibility to make arrangements to attend meetings. Any necessary voting on issues will be done by those vendors that attend the meetings and Market Management is under no obligation to allow non-attending vendors the right to vote by proxy or at a later time.

I have read, fully understand, and agree to abide by the preceding Rules and Regulations. I understand that my failure to comply with any and all Rules and Regulations may result in the loss of all Market privileges.

Signature

Date

Revised 2/2008

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

Topic:

Approval of a Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program financing for ARES INVESTMENT, LLC.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and City Council adopt a resolution indicating support of the Maryland Department of Housing and Community Development's Neighborhood Business Works program to finance a loan in the amount of \$2,757,000 to Ares Investment, LLC. This loan will allow Ares Investment, LLC to finance a portion of the Hamilton Hotel renovation project.

Action Dates:

DATE OF PASSAGE: 4/4/2017

EFFECTIVE DATE: 4/4/2017

ATTACHMENTS:

File Name

MCC_Packet_NBW_Ares.pdf

Description

Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program financing for ARES INVESTMENT, LLC.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 4, 2017

TOPIC: **Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program financing for ARES INVESTMENT, LLC.**

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

MOTION: I hereby move that the Mayor and City Council adopt a resolution indicating support of the Maryland Department of Housing and Community Development's Neighborhood Business Works program to finance a loan in the amount of \$2,757,000 to Ares Investment, LLC. This loan will allow Ares Investment, LLC to finance a portion of the Hamilton Hotel renovation project.

DATE OF PASSAGE: 4/4/2017

EFFECTIVE DATE: 4/4/2017

City of Hagerstown

Resolution No. _____

**RESOLUTION OF THE CITY OF HAGERSTOWN SUPPORTING MARYLAND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, NEIGHBORHOOD
BUSINESSWORKS PROGRAM FINANCING TO ARES INVESTMENT, LLC**

WHEREAS, the City of Hagerstown is interested in promoting the revitalization of our community by encouraging the development and/or expansion of for-profit and nonprofit small businesses; and

WHEREAS, ARES INVESTMENT, LLC applied to the Neighborhood BusinessWorks Program for financing to renovate a portion of a vacant, mixed-use building located at 90-98 W. Washington Street (AKA 86-98 W. Washington Street) Hagerstown, MD 21740 for the purpose of providing housing units for students; and

WHEREAS, this project is located in a State-approved locally designated revitalization area and conforms to the local zoning code; and

WHEREAS, the regulations of the Neighborhood BusinessWorks Program require that all projects receiving financing be approved and supported by the appropriate governing body of the locality in which the project is situated; now, therefore,

BE IT RESOLVED that the City of Hagerstown hereby endorses the financing to ARES INVESTMENT LLC; and

BE IT FURTHER RESOLVED that copies of this Resolution be sent to Mayor Robert E. Bruchey, II and to Michael Haloskey, Director, Neighborhood Business Works Program at Maryland Department of Housing and Community Development, 7800 Harkin Road, Lanham, MD 20706..

Read and Passed this 4th Day of APRIL, 2017.

I hereby certify that this Resolution is true and correct and duly adopted by the City of Hagerstown.

ATTEST:

THE CITY OF HAGERSTOWN

BY: _____
Robert E. Bruchey, II, Mayor Date



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

March 23, 2017

Ash Azadi
Ares Development
12803 Oak Hill Avenue
Hagerstown, MD 21742

RE: Zoning Approval
90-98 West Washington Street
a.k.a. 86-98 West Washington Street
Historic "Hamilton Hotel"

As requested, please be advised that the above referenced property is located in the CC-MU (City Center Mixed Use) Zoning District. Multi-family dwellings, office uses and general commercial uses (stores, restaurants, numerous entertainment venues, and buildings that mix these uses) are a permitted use in this district. Therefore, your proposal to use the property for a mixed use development of multi-family dwellings, commercial and office uses complies with the Hagerstown Zoning Ordinance.

Please also note that the property is in the Downtown Historic District. Any changes to the exterior of the property, including signage, is subject to review and approval by the Hagerstown Historic District Commission. The property is also encumbered by an easement held by the State of Maryland, Maryland Historical Trust, and certain changes to the building are also subject to review and approval by that agency.

Construction will be subject to obtaining required building and utility permits and rental units within the City are subject to the jurisdiction of the City's rental housing licensing program.

If you have any questions, please contact me at your convenience.

FOR THE CITY OF HAGERSTOWN, MARYLAND

A handwritten signature in black ink, appearing to read "S.R. Bockmiller", followed by a long horizontal flourish.

Stephen R. Bockmiller, AICP
Development Review Planner/Zoning Administrator



Lawrence J. Hogan Jr.
GOVERNOR

Boyd K. Rutherford
LT. GOVERNOR

Kenneth C. Holt
SECRETARY

February 10, 2017

Mayor Robert E. Bruchey II
City of Hagerstown
1 E. Franklin Street, Room 200
Hagerstown, MD 21740

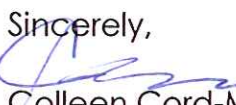
Dear Honorable Bruchey:

The Division of Neighborhood Revitalization has received an application for financial assistance under the Neighborhood BusinessWorks Program (NBWP) for Ash and Morris Azadi in association with **Ares Investment Group, LLC**, for the renovation of a vacant mixed use building for the purpose of providing housing units for students of University of Maryland Hagerstown and surrounding community, along with completion of commercial retail space on first floor. We welcome your comments about this project.

A local government resolution supporting financing by the NBWP will be required prior to execution of this loan request. A sample resolution is attached. Please also indicate that this project will meet zoning compliance.

If you have any questions about this requirement, please contact me at (301) 429-7517. We look forward to receiving your resolution.

Sincerely,


Colleen Cord-Malone
Lending Program Coordinator, Neighborhood BusinessWorks
Division of Neighborhood Revitalization
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706
301.429.7517 - Office
410.558.6527 - Fax
colleen.cord-malone@maryland.gov





Lawrence J. Hogan, Jr.
GOVERNOR

Boyd K. Rutherford
LT. GOVERNOR

Kenneth C. Holt
SECRETARY

Project Summary
Neighborhood BusinessWorks Program
Loan Request

Applicant: Ares Investment Group, LLC

Correspondence to: Ash Azadi
12803 Oak Hill Avenue, Suite A1
Hagerstown, MD 21742
Office [\(301\) 714 1448 ext 205](tel:3017141448)
Cell [\(202\) 369 9579](tel:2023699579)

Project Name: Hamilton Hotel

Project Number: 61-22-1237

Project Address: 90-98 W. Washington Street (AKA 86-98 W. Washington Street)
Hagerstown, MD 21740

Project Description: Renovation of vacant mixed use building for the purpose of providing housing units for students of University of Maryland Hagerstown and surrounding community, along with completion of commercial retail space on first floor.



**Neighborhood/Economic
Revitalization Impact:**

The current owners/applicants, Morris Azadi and Ash Azadi, envision turning the aging and formerly neglected building into a multi-family complex with retail and limited office space. The targeted tenant will be students of the University of Maryland Hagerstown. The University of Maryland Hagerstown has expressed particular interest in the project. As the University of Maryland System continues to grow in the area, demands for appropriate housing has also increased.

Construction drawings contain a total gross building area of 60,193 square feet excluding the basement. The unfinished basement also contains nearly 17,000 square feet. The net rentable area is 52,581 square feet. Development of the property will provide for a minimum of 38 units. The units will include 1 to 3 bedrooms and will offer 1 to 1.5 baths. The common entities will include a courtyard, fitness enter, roof deck and game room.

The proposed housing and commercial mix use building will have significant impact to the community's small businesses. The increased number of students will produce increased foot traffic and revenues to nearby shopping, arts, entertainment and dining establishments.

Sources and Uses:

Use of Proceeds	NBW	Owner's contribution	City of Hagerstown	Total Project
Land & Building		\$ 750,000	\$ -	\$ 750,000
Construction	2,618,921	1,533,080	100,000	4,252,001
Leasehold Improvements	-	-		-
FF&E		150,000	-	150,000
Predevelopment	138,079	90,000	-	228,079
Start-up Cost	-	-	-	-
Refinance Debt	-	-	-	-
Working Capital	-	-	-	-
Other (list)	-	-	-	
Total	\$ 2,757,000	\$ 2,523,080	\$ 100,000	\$ 5,380,080
Percent of total, per funding source	51.2%	46.9%	1.9%	100.0%

Jobs Retained: 10
 Jobs Created: 7
 Total Project Costs: \$ 5,380,080.00
 Requested Amount: \$ 2,757,000.00,

SAMPLE (for information only)

RESOLUTION NO. _____

RESOLUTION OF THE ____ (NAME OF GOVERNMENT BODY) ____ SUPPORTING
MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
NEIGHBORHOOD BUSINESSWORKS PROGRAM FINANCING TO ____ (NAME OF
APPLICANT) ____.

WHEREAS, the ____ (name of government body) ____ is interested in promoting the
revitalization of our community by encouraging the development and/or expansion of for-profit
and nonprofit small businesses; and

WHEREAS, ____ (name of applicant) ____ applied to the Neighborhood BusinessWorks
Program for financing to ____ (describe project) ____ at ____ (address of
project) ____; and

WHEREAS, this project is located in a State-approved locally designated revitalization area
and conforms to the local zoning code; and

WHEREAS, the regulations of the Neighborhood BusinessWorks Program require that all
projects receiving financing be approved and supported by the appropriate governing body of the
locality in which the project is situated; now, therefore,

BE IT RESOLVED that the ____ (name of government body) ____ hereby endorses the
financing to
____ (name of applicant) ____; and

BE IT FURTHER RESOLVED that copies of this Resolution be sent to ____ (Local Chief
Elected Official) ____
and to Michael Haloskey, Director, Neighborhood BusinessWorks Program at the Maryland
Department of Housing and Community Development, 7800 Harkin Road, Lanham, MD 20706.

Read and Passed this ____ (day) ____ Day of ____ (month) ____, ____ (year) ____.

I hereby certify that this Resolution is true and correct and duly adopted by ____ (name of
government body) ____.

[Insert authorized signatures and titles]

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

Topic:

Approval of a Resolution: Execution of a Commercial Lease Agreement with Valley Co-op for a portion of the property known as 25 West Church Street, Hagerstown, Maryland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for Mayor and Council to approve the attached resolution authorizing the execution of a Commercial Lease Agreement with Valley Co-op for a portion of the property known as 25 West Church Street, Hagerstown, Maryland. The lease will be between the City of Hagerstown and Valley Co-op and shall be in effect from April 5, 2017 to March 31, 2019.

Action Dates:

DATE OF PASSAGE: 04/04/2017

ATTACHMENTS:

File Name

MCC_Valley_Co-op_Resolution_04042017.pdf

Description

Approval of a Resolution:
Execution of a Commercial
Lease Agreement with
Valley Co-op for a portion of
the property known as 25
West Church Street,
Hagerstown, Maryland

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 04, 2017

TOPIC: Approval of a Resolution: Execution of a Commercial Lease Agreement with Valley Co-op for a portion of the property known as 25 West Church Street, Hagerstown, Maryland

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

MOTION: I hereby move for Mayor and Council to approve the attached resolution authorizing the execution of a Commercial Lease Agreement with Valley Co-op for a portion of the property known as 25 West Church Street, Hagerstown, Maryland. The lease will be between the City of Hagerstown and Valley Co-op and shall be in effect from April 5, 2017 to March 31, 2019.

DATE OF PASSAGE: 04/04/2017

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A COMMERCIAL LEASE AGREEMENT WITH VALLEY CO-OP
FOR A PORTION OF THE PROPERTY KNOWN AS
25 WEST CHURCH STREET, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns real property known as 25 West Church Street, Hagerstown, Maryland, upon which the City Market is located;

WHEREAS, a portion of the first floor of said property is currently available and is intended to be used by Valley Co-op, the Tenant, solely for the purposes of a cooperative buyer's club, holding meetings, conducting internal business and any related activities;

WHEREAS, the City of Hagerstown desires to lease a portion of said property (further described in the attached Lease Agreement) to Valley Co-op, a business entity validly organized and existing under the laws of the State of Maryland and presently in good standing with the State of Maryland; and

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to enter into a Lease Agreement with Valley Co-op, for a portion of the property located at 25 West Church Street, Hagerstown, Maryland, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Robert E. Bruchey, II Mayor

Date of Introduction: April 04, 2017
Date of Passage: April 04, 2017
Effective Date: April 04, 2017

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this 4th day of April, 2017, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord," and Valley Co-op, a Maryland Corporation with its principal place of business in Washington County, Maryland, hereinafter called "Tenant."

SECTION I **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord a portion of the space located on the first floor of 25 West Church Street, Hagerstown, Maryland ("the Building"), consisting of approximately Two Thousand Five Hundred (2500) square feet more or less, together with all improvements thereon. The portion of the Building leased hereby is particularly described in and/or shown as on Exhibit A attached hereto and made part hereof, the said real property and improvements being hereinafter referred to as the "Demised Premises" or the "Premises." The Premises shall be available to the Tenant on the days of Thursday through Saturday each week for the operating hours of a "Buying Club," and other days throughout the week as deemed necessary for internal purposes.

Landlord shall provide adequate electrical supply and an external location for a condenser unit for a refrigerator on the Premises provided it meets approval from the Historic District Commission; in addition, Landlord shall secure two open interior windows and a door in the locations noted on Exhibit A. The construction of these leasehold improvements to the Demised Premises shall be completed by Landlord, at Landlord's expense, no later than April 20, 2017.

Tenant shall be responsible for opening/closing and securing the Premises on each day when it is open. Tenant shall ensure smooth pedestrian flow into and out of the Premises.

SECTION 2 **TERM**

Initial Term. The initial term of this Lease shall commence on the 4th day of April, 2017, and end on the last day of March, 2019, at 11:59 p.m., unless extended by written agreement between the parties or unless otherwise set forth herein.

SECTION 3 **RENT**

A. DURING THE TWENTY-FOUR (24) MONTH PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

1. For the period of April 05, 2017 to December 31, 2017, rental shall be 00/100 Dollars (\$0.00).

2. For the period of January 1, 2018 to March 31, 2018, rental shall be Eight Hundred Twenty-five and 00/100 Dollars (\$825.00). Tenant shall pay in equal monthly installments of Two Hundred Seventy-Five and 00/100 Dollars (\$275.00) per month in advance on the first day of each month.

3. For the period of April 1, 2018 to September 30, 2018, rental shall be Two Thousand One Hundred Dollars and 00/100 Dollars (\$2,100.00). Tenant shall pay in equal monthly installments of Three Hundred Fifty and 00/100 Dollars (\$350.00) per month in advance on the first day of each month.

4. For the period of October 1, 2018 to March 31, 2019, rental shall be Two Thousand Four Hundred and 00/100 Dollars (\$2,400). Tenant shall pay in equal monthly installments of Four Hundred and 00/100 Dollars (\$400.00) per month in advance on the first day of each month.

B. LATE FEES. In the event the Rent and/or Additional Rent hereunder shall not be received by the Landlord within five (5) days of its due date, a late charge of five (5%) percent of the Rent and/or Additional Rent then due shall be added thereto as a late charge.

C. SECURITY DEPOSIT. Contemporaneously with the execution of this Lease Agreement, Tenant shall deposit the sum of one month's rent (\$275.00) with Landlord as a security deposit. The security deposit shall be held by the Landlord in a non-interest bearing account as security for the faithful performance by the Tenant of all Tenant's obligations under this Lease.

SECTION 4 **USE FEES; UTILITIES**

For the first nine (9) months of this lease, Tenant shall pay for no utilities. Beginning on January 1, 2018, Tenant shall be responsible for paying the Landlord for all utilities except as provided herein. The cost of utilities, based on square footage and the rates historically paid by other Farmers Market users, would equal \$165 per quarter and \$660 per year. These fees would be collected on a quarterly basis and would be reevaluated and possibly altered after reviewing the costs for the first nine months. Landlord shall be responsible for paying for water and sewer for the Premises.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5 **COMPLIANCE TO MAINTAIN INSURANCE**

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6
MAINTENANCE

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting fixtures. Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems.

SECTION 7
ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense, excepting the alterations set forth in Section I. This shall not be construed to deny the Tenant the right to do usual customary decorating of the premises. Tenant agrees that all improvements to the Premises shall become the property of the Landlord at the time of installation.

SECTION 8
COMMENCEMENT OF TERM/OCCUPANCY

This Lease shall become effective upon the execution by the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9
USE

The Premises shall be used by the Tenant solely for the purposes of a cooperative buyer's club, holding meetings, conducting internal business and any related activities. No other use may be made of the premises unless same is approved in writing by the Landlord. Said approvals shall be in writing and subject to the approval of the Mayor and Council as its duly constituted legislative body.

SECTION 10
SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

Approval required under this provision shall be in writing and subject to the approval of the Mayor and Council and Historic District Commission as its duly constituted legislative body.

SECTION 11
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord.

SECTION 12
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of not less than \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days' written notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to Landlord and shall be kept current.

SECTION 13
QUIET ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, at any time during the term of this Lease. In the event that Tenant does not elect to renew this Lease at any time, and then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15
FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the premises so injured or damaged as speedily as possible. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the Premises is injured or damaged by any of the

aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for the purposes set forth in Section 9.

SECTION 16

DEFAULT OF TENANT; REMEDIES OF LANDLORD

If any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises, using force if necessary, to dispossess Tenant and all other occupants from the Demised Premises and to remove any or all of Tenant's property at the Demised Premises, and assume and take possession of the same, and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

In addition, Tenant shall have breached this Lease and shall be considered in default hereunder if (a) Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (b) involuntary proceedings are instituted against Tenant under any bankruptcy or insolvency law or act and not dismissed within ninety (90) days; or (c) Tenant ceases to maintain good standing status with the Maryland State Department of Assessments and Taxation.

No entry or re-entry by Landlord, whether resulting from summary proceedings or otherwise, nor any letting or reletting shall absolve or discharge Tenant from liability hereunder. Tenant's liability hereunder, even if there be no letting or reletting shall survive the issuance of any dispossess warrant, order of court terminating this Lease, or any other termination based upon Tenant's default. The words "enter," "re-enter," and "re-entry" as used in this Section and elsewhere in this Lease are not restricted to their technical legal meanings.

In any action or proceeding brought to enforce this Lease or any provision thereof, Landlord shall be entitled to an award of reasonable attorney's fees to be paid by the Tenant.

SECTION 17

TENANT HOLDING OVER

This Lease shall terminate automatically upon the expiration of the initial term, or additional term as the case may be. HOWEVER, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month-to-month basis, with monthly rental 3% greater than the rent for the last six months of the preceding term.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a Resolution approving the execution of this Lease and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Lease is null and void and of no effect.

It is agreed that the necessary Resolution required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
SMOKING

No smoking shall be permitted on the Premises.

SECTION 20
APPROVALS

Any approvals required under the provisions of this Lease by Landlord shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

SECTION 21
NOTICES

Unless another address shall have been substituted for such address by notice in writing, all notices or demands of any kind which either party may be required or may desire to serve on the other under the terms of this Lease may be served on the other: (1) by hand delivery by leaving a copy of such demand or notice for the party at the party's address set forth below, (2) by sending via nationally recognized commercial overnight courier a copy of such demand or notice to the party at the party's address set forth below, (3) by mailing, certified or registered US mail, return receipt requested, first class postage prepaid, a copy of such demand or notice to the party at its address set forth below, or (4) by sending a copy of such demand or notice via email, with a confirmatory copy by first class mail, to the party's e-mail and address, set forth below.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, Maryland 21740
VMeans@hagerstownmd.org

Tenant:

Valley Co-op
Attention: Julius Goepp
20140 Scholar Drive, Suite 317, Hagerstown, MD 21740
leadership@valleycoop.org

SECTION 22
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purposes of this Lease or any provisions contained herein.

SECTION 23
PARTIAL INVALIDITY

If any term, covenant or condition of this Lease shall be deemed invalid or unenforceable, then the remainder of this Lease shall not be affected and same shall remain in full force and effect.

SECTION 24
GOVERNING LAW

This Lease shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 25
PERMITS

In the event that it becomes necessary for any permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 26
MARKET RULES AND REGULATIONS

Attached hereto as Exhibit B are a true and accurate copy of the Hagerstown City Market Rules and Regulations, which shall be applicable to the Tenant (unless said Rules conflict with the terms of this Lease Agreement, in which case the terms of this Lease Agreement shall prevail). Tenant shall likewise abide by any update to said Rules and Regulations, a copy of which Landlord shall furnish to Tenant in a timely manner.

SECTION 27
MISCELLANEOUS

The headings in the Lease are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Lease shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Lease is subject to and contingent on the passage of any Resolutions required as indicated, and upon adoption of this Agreement by formal action of the Mayor and Council.

This Lease contains the final and entire agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

Parking is not provided in this Lease. Parking spaces in the City Market Lot are available for lease by the Tenant through the City's Billing Office, located on the first floor of City Hall.

Landlord shall have access to the Premises and each part thereof during the Tenant's regular business hours for the purpose of inspecting the same and making repairs, and for a period of six (6) months prior to expiration of the term of this Lease, to show the property and Demised Premises to prospective tenants or purchasers.

Tenant covenants and agrees that during the term of this Lease, neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be brought upon, kept, or used in, on, or about the Demised Premises or the Building or transported to or from the Demised Premises or Building without the prior written consent of Landlord.

This Lease is considered to be and shall be construed as a commercial lease.

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LANDLORD AND/OR THE TENANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor

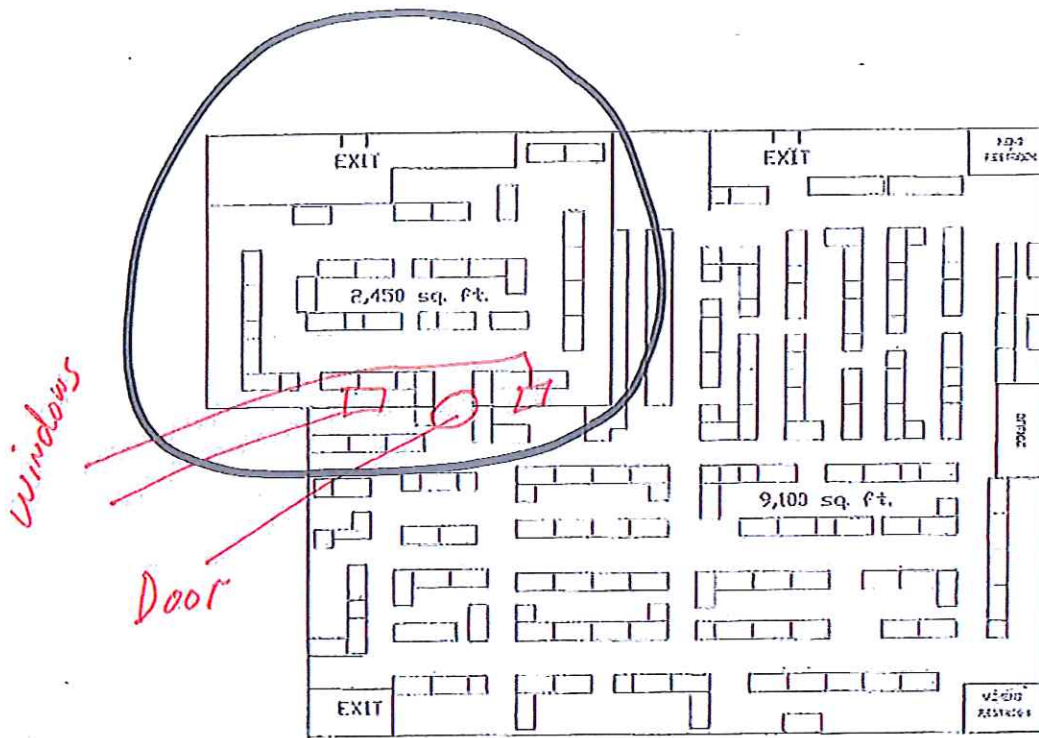
WITNESS:

TENANT: Valley Co-op

BY: _____

Julius Goepp, President of the Board

Exhibit A



SCALE:
1"=10'

EXHIBIT B

Hagerstown City Market Rules and Regulations

Please note: not all Rules & Regulations are applicable to the Tenant (Valley Co-op), and any questions regarding applicability will be discussed on a case-by-case basis between the parties.

1. Rental is to be paid by the month (regular and seasonal vendors) and by the day (temporary vendors), in advance of use. If rent is not paid in advance, all market privileges will be forfeited, and the stall will be considered vacated.
2. Stalls are not transferable and may be sublet only with permission of the Market Management. Lending or allowing adjacent vendors use of a Market stall when absent is NOT ALLOWED. This is subletting, which is prohibited unless approved by the Market Management. If use of empty stall is allowed by Market Management, unrented booths must be cleared within 24 hours of notice from Market Management.
3. All permanent vendors are expected to be at Market every Saturday and to remain until goods are sold out or until closing of the Market. Vendors must arrive and be set-up no later than 7:00 a.m. Failure to comply with this rule may result in the stalls being rented to any Market applicant selected by the management.
4. All vendors must notify the Market Management and obtain approval for any absence, otherwise space will be considered abandoned and forfeited after two weeks of consecutive absence automatically upon notice to the vendor. If a vendor cannot be there to man his stall he must provide an alternate and call the Vendor Liaison or Market Management with the alternate's name. If you have prior approval of absence from the Market Management, you MUST place a sign on your stall letting customers know when you expect to return. Approved absences shall be granted only for those who suffer a major illness or unavoidable emergency.
5. All vendors selling food items shall comply with all applicable Health Department Regulations and Fire Safety Codes. All vendors shall comply with IRS rules and regulations, and state traders and sales tax requirements.
6. All merchandise shall be removed from top of stall if requested or covered at conclusion of business hours. Vendors rent their stalls for Saturdays ONLY and may be required to remove ALL merchandise from stalls if space is needed by the City during the week or for a special event NOT held on a Saturday. Vendors will be given at least 1 week's notice of need for removal. City is not responsible for vendors' wares if they are not removed.
7. Vendors are not to fasten or affix things to walls without permission of the Market Management.
8. All stall tops are to be covered with a cloth or plastic-type covering. Newspapers or contact paper will not be permitted. All aisles must be kept open and clear. All stalls must be covered for pest control fogging. Vendors will be given notice of fogging no later than the Saturday

preceding fogging and are responsible for covering their own stalls and protecting their merchandise and equipment. Market Management will not cover exposed stalls.

9. All vehicles are to be moved from the loading dock area immediately upon unloading. All vehicles should be parked in area designated by the Market Management to ensure that there is parking for customers. All vehicles must be unloaded and moved by 8:00 am. Long-term parking in the fire lane behind Market building is NOT allowed. Please obey all posted signs.
10. Market cart shall be returned to the front of the Market as soon as merchandise has been carted to the stall. Carts shall not be kept at the individual stalls. Carts are not to be left on the loading dock.
11. Vendors using their own hand carts and wagons are asked not to ram them into the doors. Doors are provided with hooks to hold them open. Please use them.
12. All vendors are responsible for maintenance and cleanliness of individual stalls and stall areas, including floors. Trash is not to accumulate in stalls. Excessive trash (boxes, crates, left over produce, etc.) should be placed in the dumpster. All food trash MUST be thrown in trash receptacles no later than 12 noon- before the maintenance worker leaves. All food trash needing to be disposed after this point MUST be placed in dumpster by Vendor. Please obtain dumpster key from appropriate Vendor. Failure to comply may result in noncompliant Vendor being charged for vermin control.
13. The Maintenance worker is on duty during Market hours for the sole purpose of maintaining the Market house. It is not the maintenance worker's job to work for the individual vendors and the worker is not required to assist in the loading or unloading of vendors' vehicles.
14. Hand-sinks will be kept clean by adjoining stall renters. Do not allow any food items or residue to remain in sinks. Towel and soap dispensers must be kept clean.
15. Used clothing and apparel may not be sold.
16. No alcoholic beverages are allowed on the premises at any time.
17. The City of Hagerstown is NOT responsible for any accidents on the premises, or for damage to vendor merchandise, and vendors operate at their own risk. All vendors are required to sign a hold harmless agreement with the City every January. Failure to sign hold harmless will result in loss of Market privileges. All food vendors are required to carry product liability insurance and provide proof of said insurance to Market Management upon reasonable request, and no less often than annually. All vendors are encouraged to obtain insurance.
18. The City of Hagerstown is NOT responsible for any property left on the premises. Any items remaining in stalls are left at the vendor's own risk. The City Provides door locks for front and back doors but it is vendors' responsibility to make sure all doors are closed properly upon their exit of the building. Back door keys are available to full time vendors after their 1 year anniversary at the Market with the payment of a deposit fee.
19. Vendors bringing children under the age of 12 to Market must keep them in their own stall area, unless accompanied by an adult.

20. In the event of non-payment of rent or termination of permit for any reason, all property shall be removed within twenty-four (24) hours of receipt of notice to so remove. If not removed, the City shall dispose of said property in whatever manner it deems appropriate at vendor's cost.
21. Defacing, damaging, or theft of City property shall not be permitted and shall result in loss of Market privileges and/or legal action.
22. No solicitation or electioneering of any kind, including campaigning, distribution of election or religious literature, or panhandling, will be permitted in the Market House, loading dock, or within five feet of the Market House Door.
23. All sales of any kind must be made in the Market House and not on the parking lot or loading dock.
24. Should it become necessary, the City reserves the right to relocate a vendor from one area to another or from one stall to another, or to terminate the lease for violation of the lease or the Market Rules and Regulations. Vendor will be notified verbally and in writing of termination/move and provided with reason for termination/move.
25. Vendors must sell those items and only those items specified in their original application. All vendor changes must be made in writing by filling out a "Vendor Change of Product Form" obtainable from the Vendor Liaisons. These changes must be juried by the Market Jury Committee and approved by Market Management BEFORE the new changes may be implemented. Each vendor is limited to TWO changes in inventory per calendar year.
26. Those vendors who do not have keys and wish to set up before Saturday Market must call either the Market Management or City Hall to arrange to be met at the Market House on Fridays between 9 am – 3:30 pm.
27. The Market Management will hold quarterly meetings to update vendors on special events at the Market House as well as other business issues that may affect Vendors. The meetings will be announced at least 3 week in advance and it is the Vendors' responsibility to make arrangements to attend meetings. Any necessary voting on issues will be done by those vendors that attend the meetings and Market Management is under no obligation to allow non-attending vendors the right to vote by proxy or at a later time.

I have read, fully understand, and agree to abide by the preceding Rules and Regulations. I understand that my failure to comply with any and all Rules and Regulations may result in the loss of all Market privileges.

Signature

Date Revised 2/2008

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

Topic:

Approval of a Resolution: Renewal of the Memorandum of Understanding with the Washington County Board of Education for School Resource Officer

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_BOE_MOU.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 4, 2017

TOPIC: **RESOLUTION:** Approval of the renewal of the Memorandum of Understanding between the Hagerstown Police Department and the Washington County Board of Education

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

MOTION: I hereby move for Mayor and Council approval of the renewal of the Memorandum of Understanding between the Hagerstown Police Department and the Washington County Board of Education to provide School Resource Officers for Washington County schools within the Hagerstown city limits.

This MOU increases the number of SRO's by 1 police officer to a total of 6 and is updated to reflect current costs associated with the positions.

The additional SRO will be fully funded by the Washington County Board of Education.

DATE OF PASSAGE: 04/04/2017

CITY OF HAGERSTOWN

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAGERSTOWN AND
THE WASHINGTON COUNTY BOARD OF EDUCATION
FOR SCHOOL RESOURCE OFFICERS**

RECITALS

WHEREAS, the City of Hagerstown and the Washington County Board of Education (BOE) are parties to a Memorandum of Understanding regarding School Resource Officers; and

WHEREAS, the City and the BOE desire to continue their relationship in this regard; and

WHEREAS, the City and BOE desire to increase the number of School Resource Officers to six (6); and

WHEREAS, the Mayor and Council of the City of Hagerstown find it in the best interests of the citizens to do so;

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

1. The foregoing recitals are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Memorandum of Understanding between the City of Hagerstown and the Washington County Board of Education, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purpose of this resolution.

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

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____
Donna Spickler, City Clerk

By: _____
Robert E. Bruchey, Mayor

Date of Introduction:
Date of Passage:
Effective Date:

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

MEMORANDUM OF UNDERSTANDING
FOR SCHOOL RESOURCE OFFICERS WITHIN THE CITY OF HAGERSTOWN

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2017 and being effective July 1, 2017, by and between the Washington County Board of Education (*Board of Education*) and the City of Hagerstown. This MOU concerns the provision of School Resource Officers (SROs) by the Hagerstown Police Department to the Board of Education for law enforcement protection and services for various schools within the corporate boundaries of the City of Hagerstown.

RECITALS

The parties enter into this MOU to promote a safe learning environment and to improve relationships between law enforcement officers and school students. The program will attempt to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel.

The priorities of the school resource officer shall be:

- (1) the protection of students and staff from negative influences, and to assist in the maintenance of order in the school;
- (2) to act as an advisor to the school staff in safety matters, violence reduction strategies, and legal aspects of the activity of students;
- (3) to facilitate education in law related topics;
- (4) to provide a positive role model to the students and to foster better understanding between the law enforcement community and the students and staff;
- (5) to assist students by counseling them in law related problems and to assist them by mediating disputes. Attempts will be made to identify problems among students, and provide guidance to address their problems in a non-violent manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Washington County Board of Education and the City of Hagerstown mutually agree as follows:

1. Services. Hagerstown Police Department will provide, subject to staffing availability, six SROs to provide law enforcement protection and services for all Washington County public schools and school programs within the corporate boundaries of the City of Hagerstown to include; Antietam Academy, Barbara Ingram School for the Arts, Bester Elementary, E.R Hicks Middle School, Emma K. Doub Elementary, Fountaindale Elementary, Jonathan Hager Elementary, Marshall Street School, North Hagerstown High School, Northern Middle School, Pangborn Elementary, Salem Avenue Elementary, South Hagerstown High School, Washington County Tech High, Western Heights Middle, and Evening High School.. Five officers will be assigned as SROs during the regular school year, and may be reassigned as described in the guidelines labeled as Attachment 1. One officer will remain assigned as an SRO throughout the entire calendar year.
2. Costs. The City of Hagerstown will provide, at its sole expense, a police vehicle, vehicle maintenance and fuel, and related police equipment for use by each SRO. The Board of Education will provide \$42,000 per annum for each of the five SRO position assigned during the school year, and \$56,424 for the SRO position assigned the full calendar year.
3. Payment. The City of Hagerstown will bill the Board of Education on a quarterly basis. The Board of Education will submit payment to the City of Hagerstown within fifteen (15) days of receipt of an invoice.

4. Term. The term of this MOU shall be five (5) years, beginning on July 1, 2017 and ending on June 30, 2022. However, either party may terminate this agreement upon ninety (90) days written notice to the other party.
5. OMMITTED.
6. Sick Leave & Worker's Compensation Leave. In the event that the SRO is sick or injured due to a school work-related injury, the Board of Education shall continue the specified payments for a period of thirty (30) days. Should the SRO not return to duty within that time frame, the Hagerstown Police Department may replace the SRO if a replacement is available or payment will be discontinued on a per diem basis. The per diem basis shall be calculated at the yearly reimbursement divided by the number of school days for that term.

If the SRO is on sick leave for more than 5 consecutive days due to a non work-related illness or injury or due to an injury or disability that is work-related but not a result of a school work-related activity, Hagerstown Police Department may provide a temporarily SRO until the permanent SRO returns. In the event that no replacement is furnished, payment will be discontinued on a per diem basis as specified above until the SRO returns to duty.
7. Worker's Compensation Coverage. The Hagerstown Police Department shall provide Workers' Compensation coverage as required by the State of Maryland. The SROs shall, at all times, be considered employees of the City of Hagerstown.
8. Claims. In the event a claim or lawsuit is filed against any party to this MOU, which arises directly or indirectly from the duties and obligations established hereunder, the parties agree as follows:
 - a. to fully cooperate in the defense of such claims or lawsuit; and
 - b. to each bear, at their sole expense, the defense of such claims or lawsuit.
9. Guidelines. The parties have agreed to certain guidelines relating to the assignment of law enforcement officers to the Washington County Public Schools. These guidelines are a part of this MOU and are attached hereto and labeled as Attachment I to this MOU.
10. Notice. Any notice required hereunder shall be delivered as follows:

To the City of Hagerstown and the Hagerstown Police Department:

City of Hagerstown
ATTN: City Administrator
1 East Franklin Street
Hagerstown, Maryland 21740

To the Board of Education:

Washington County Public Schools
P.O. Box 730
820 Commonwealth Avenue
Hagerstown, Maryland 21740

With a copy to:
Washington County Public Schools
ATTN: Anthony J. Trotta, Esq., Chief Legal Counsel
P.O. Box 730
820 Commonwealth Avenue
Hagerstown, Maryland 21740

11. Governing Law. This MOU was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland.
12. Recitals. The Recitals are hereby incorporated into this MOU as substantive provisions. The headings of each paragraph are not to be incorporated as substantive provisions.
13. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this MOU. No change or modification of, or waiver under, this MOU shall be valid unless it is in writing and signed by authorized representatives of the parties.
14. Severability. If any provision of this MOU shall be determined to be invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby, and every provision of this MOU shall remain in full force and effect and enforceable to the fullest extent permitted by law.
15. No Waiver. Neither party's waiver of the other's breach of any term, covenant or condition contained in this MOU shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this MOU.
16. Survival. The covenants contained herein or liabilities accrued under this MOU which, by their terms, require their performance after the expiration or termination of this MOU shall be enforceable notwithstanding the expiration or other termination of this MOU.
17. Originals. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
18. No Assignment. This MOU and the obligations contained herein may not be assigned by any party without the express written consent of all parties.

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

ATTEST:

BOARD OF EDUCATION OF
WASHINGTON COUNTY, MARYLAND

BY: _____
_____, Superintendent

ATTEST:

CITY OF HAGERSTOWN,
HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor
For the City of Hagerstown Mayor and Council

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

Topic:

Approval of a Resolution: Termination of Memorandum of Understanding with Washington County Free Library

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_WCO_Free_Library_MOU.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 4, 2017

TOPIC: **RESOLUTION: Approval of the termination of a Memorandum of Understanding between the Hagerstown Police Department and the Washington County Free Library**

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

MOTION: I hereby move for Mayor and Council approval of the resolution authorizing the termination of the Memorandum of Understanding dated April 1, 2015 with the Washington County Free Library.

This MOU established the provision for a Police Officer to provide law enforcement protection and services for the Library.

DATE OF PASSAGE: 04/04/2017

CITY OF HAGERSTOWN, MARYLAND

**AN RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO TERMINATE A MEMORANDUM OF UNDERSTANDING
FOR A LIBRARY POLICE OFFICER WITH
THE WASHINGTON COUNTY FREE LIBRARY**

RECITALS

WHEREAS, The City of Hagerstown ("the City") entered into a Memorandum of Understand ("MOU") with the Washington County Free Library ("the Library") on or about April 1, 2015, whereby the City would provide through the Hagerstown Police Department ("HPD") the services of a Library Police Officer, subject to certain terms and conditions memorialized in the MOU; and

WHEREAS, the MOU provides that either party may terminate the MOU upon ninety (90) days' written notice to the other party; and

WHEREAS, the City desires to terminate the MOU; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to do so.

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

1. That the above Recitals are incorporated herein by reference;
2. That the Hagerstown Chief of Police be and is hereby authorized to provide the Library with the requisite ninety (90) days' written notice of termination of the MOU, immediately upon the enactment of this Resolution; and
3. That the Hagerstown Chief of Police be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: March 28, 2017
Date of Passage: March 28, 2017
Effective Date: March 28, 2017

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY