

Mayor and Council

23rd Special Session, Work Session, and Executive Session

September 12, 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."*

"We are made wise not by the recollection of our past, but by the responsibility for our future."

George Bernard Shaw

3:00 PM National Road Park Ribbon Cutting, 806 W. Washington Street

4:00 PM SPECIAL SESSION

1. Approval of a Resolution: Amending the City Charter: Article VIII, Personnel, Section 801, City Attorney

4:00 PM WORK SESSION

1. Review of Federal JAG Grant Application - *Chief Victor Brito*
- 4:30 PM** 2. Urban Improvement Bridge Discussion - *Rodney Tissue, City Engineer*
- 4:50 PM** 3. Urban Improvement Project - Maryland Historical Trust Memorandum of Agreement for Property Demolitions - *Jonathan Kerns, Community Development Manager*
- 5:00 PM** 4. Update on Planning, Inspections, Code Compliance Review (PICCR) Committee - *Kathleen Maher, Director of Planning and Code Administration; Wes Churchey, Chair; Scott Bowen*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

National Road Park Ribbon Cutting, 806 W. Washington Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: Amending the City Charter: Article VIII, Personnel, Section 801, City Attorney

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Resolution_-_Amending_City_Charter.pdf

Description

Resolution - Amending the City Charter

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: September 12, 2017

TOPIC: **APPROVAL OF A RESOLUTION: Amending the City Charter:**
Article VIII, *Personnel*, Section 801, *City Attorney*

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

MOTION: I hereby move for Mayor and City Council approval of a resolution amending the Charter of the City of Hagerstown, Article VIII, section 801, City Attorney. The amendment removes the requirement that the City Attorney have a principal law office located in the City. The City intends to issue a request for proposals for legal services. This amendment will allow for all interested otherwise-qualified attorneys and/or law firms to respond to the request for proposals. The City will not make a final selection for legal services until the effective date of this Charter amendment.

DATE OF PASSAGE: 09/12/2017
EFFECTIVE DATE: 11/01/2017

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO AMEND THE CHARTER OF THE CITY OF HAGERSTOWN
TO REMOVE THE REQUIREMENT THAT THE CITY ATTORNEY HAVE A
PRINCIPAL LAW OFFICE LOCATED IN THE CITY.**

RECITALS

WHEREAS, the Charter of the City of Hagerstown requires that the City Attorney have a principal law office located in the City; and

WHEREAS, the Mayor and Council of the City of Hagerstown desire to issue a request for proposal for City legal services and believe this requirement could significantly reduce the number of qualified respondents; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the citizens of the City to issue the request for proposals and to amend the Charter by removing this requirement; and

WHEREAS, the Mayor and Council believe by doing so it will allow for all interested otherwise-qualified attorneys and/or law firms to respond to the City's request for proposals;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, pursuant to Article XI-E of the Maryland Constitution, and Section 4-301 *et seq.* of the Local Government Article of the Maryland Code, that the Charter of the City of Hagerstown be and the same is hereby amended as follows:

1. The Charter of the City of Hagerstown, Article VIII thereof, entitled *Personnel*, specifically section 801, entitled *City Attorney*, be and is hereby amended by removing language requiring the City Attorney to have a principal law office located in the City to read in its entirety as follows:

The Mayor and Council shall appoint a city attorney. The city attorney shall be a member of the bar of the Maryland Court of Appeals[**and a person whose principal law office is located within the city**]. The city attorney is the legal adviser of the city and shall perform such duties in this connection as may be required by the Mayor and Council. Compensation shall be determined by the Council. The city has the power to employ such legal consultants, as it deems necessary from time to time.

BE IT FURTHER RESOLVED that any provision of the municipal Charter that is inconsistent with the amendment herein, be and is hereby repealed to the extent of the inconsistency.

BE IT FURTHER RESOLVED that the Mayor shall give notice of the adoption of this Resolution proposing to amend the Municipal Charter pursuant to Section 4-304(b) of the Local Government Article of the Maryland Code.

BE IT FURTHER RESOLVED that pursuant to Maryland Law this Resolution to amend the Charter of the City of Hagerstown shall become effective on the fiftieth (50th) day after its adoption.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: September 12, 2017
Date of Adoption: September 12, 2017
Effective Date: November 1, 2017

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

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

Topic:

Review of Federal JAG Grant Application - *Chief Victor Brito*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Federal_JAG_Application.pdf

Description

Federal JAG Application



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

September 6, 2017

To: Valerie Means,
City Administrator

From: Victor V. Brito,
Chief of Police

Re: Federal JAG application (2017-H3350-MD-DJ)

The Hagerstown Police Department received a Federal JAG application (2017H3350-MD-DJ) in the total amount of \$33,661.00. The City of Hagerstown will receive \$21,098.00 and the remaining \$12,563.00 will be available to the Washington County Sheriff's Office

A requirement of that application was to notify the governing body. We fulfilled one requirement by posting the solicitation on the City website on or about September 6, 2017. Mayor and Council notification was not completed and is being completed with this agenda item.

With that being identified, this grant is a yearly non-match grant that we have received for numerous years and provides overtime funding to support strategies within designated "Safe Streets" areas and public housing. Currently the grant has been frozen until the requirement to notify the Council is complete.

Strategies may include but are not limited to:

- Law enforcement activities may include, but are not limited to, drug operations, traffic operations, prostitution operations, and any other activity that is law enforcement related and evidence-based in this area.
- Since the City's budget is based on projections from previous incidents and does not reflect specialized activities which are based on future, specific problems, these funds are potentially vital to the department.



A Nationally Accredited Law Enforcement Agency

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

Topic:

Urban Improvement Bridge Discussion - *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

urban_improvement_project.2017.pdf

Description


Urban Improvement Project:
Pedestrian Bridge



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

September 12, 2017

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer 
RE: Urban Improvement Project: Pedestrian Bridge

1. Background

On September 1, we received a request from some of the other partners on this project for the City to participate in the construction and ownership of the elevated pedestrian bridge that will connect the new Barbara Ingram School for the Arts with the University System of Maryland building proposed at 55 West Washington Street, a distance of about 150 feet. The Board of Education (BOE) feels this bridge is necessary for the efficient and safe passage of their students between the buildings.

The stated reasons for this request are that all parties are assuming the City will own and maintain the future plaza and the bridge will span the northeast edge of the plaza. In addition, the bridge will be a dominant architecture feature of the plaza and we should have input on the design.

While details are limited, the general parameters of this proposal are as follows:

- City would own the bridge but the County and BOE would maintain it
- City would construct the bridge as the first phase of the plaza but funding will be from sources other than the City

2. Mayor & Council Action Requested

Staff is requesting that the Mayor & Council provide feedback on the issue. If a majority wishes to move forward, a formal agreement documenting all the details will be prepared at a later date and brought back to Mayor & Council for approval.

3. Discussion:

In general, City staff support whatever is necessary within reason to assist in making this project happen, but limiting the City's exposure to future potential risks and liabilities. That said, we would suggest that if we approve this proposal in principle, then a subsequent agreement must address these important issues:

- **Funding:** All funding for the design and construction of the bridge will be by other sources and not City funds. The Mayor and Council have supported \$1 million toward the plaza which will not be adequate to construct the plaza and underground all the utilities so other sources will need to assist in funding the Plaza construction too.
- **Schedule:** The bridge design has barely commenced and concepts are anticipated to be received on September 18. All partners on the project will have to ensure that the designs are completed in a timely matter so that the bridge construction occurs in coordination with the overall UIP project. Staff will need time to issue a bid and follow our procurement process and ensure we are complying with all funding source requirements.

- **Liability:** Since there will be no general public access to the bridge, all liability should be conveyed to other parties that will routinely use the bridge and they need to hold the City harmless. If ownership of either of the two connecting buildings changes there must be language that also conveys the City's ownership of the bridge.
- **Maintenance:** We understand the County will maintain the bridge exterior and BOE will maintain the interior. If either the County or the BOE divests interest in the connecting building there must be continued agreement by these parties to maintain the bridge.

These are the most pressing issues staff has considered. Other concerns may come to light while fully vetting the implications of moving forward with this request.

Staff will be present at the Work Session and we requested that Rob Slocum, the County Administrator, also attend to answer any questions the Council may have.

Attachments: Site Plan

RAT:jj

Cc: Senator Serafini, Delegate Wilson, Rob Slocum, Boyd Michaels, Greg Snook, Michelle Hepburn, Kathy Maher, Jill Thompson, Jon Kerns

Urban Improvement PPP Project

- State of Maryland
- Washington County Govt
- City of Hagerstown
- WCPS
- USMH
- Maryland Theatre
- Private Business



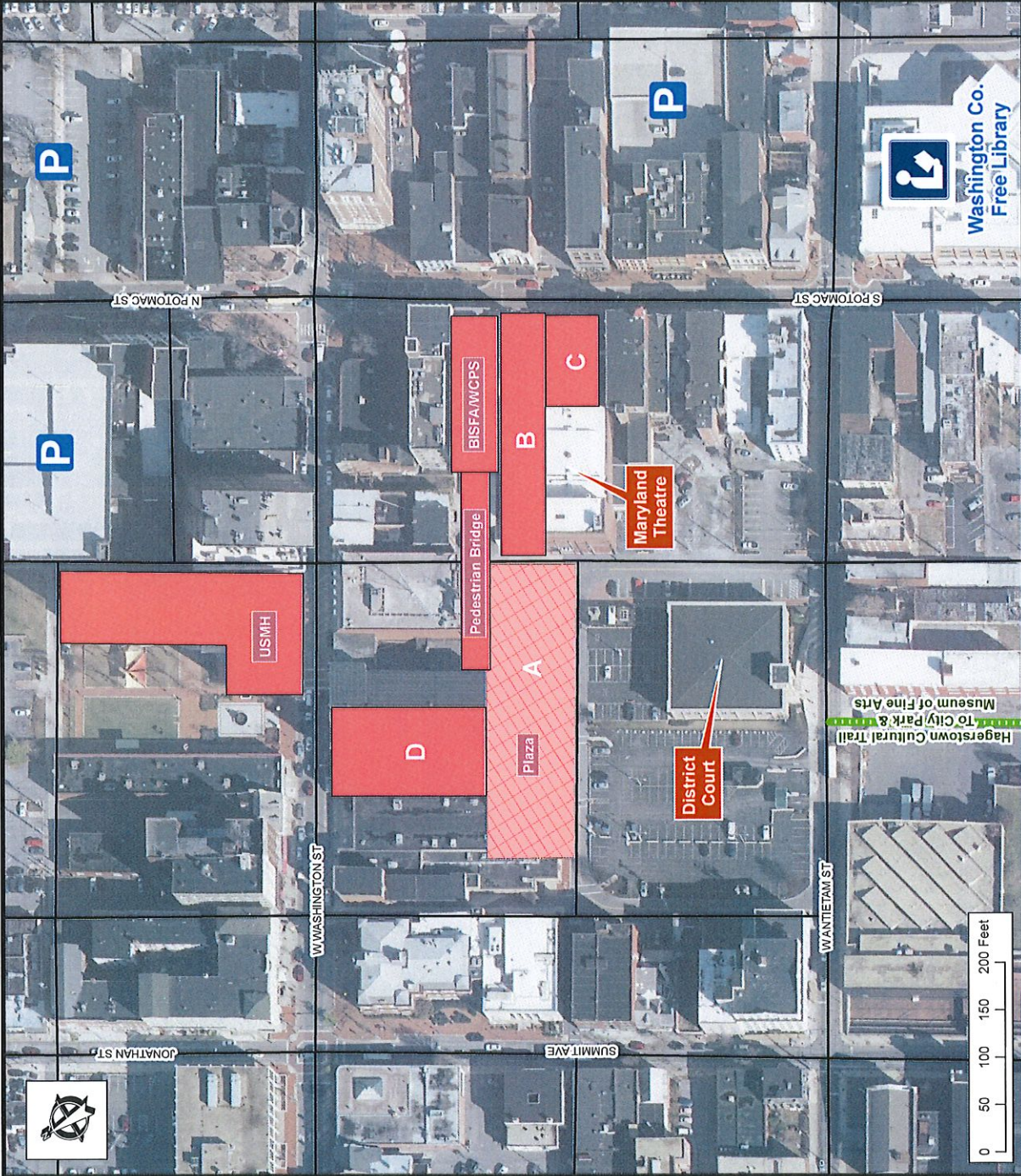
- A - Location of Plaza Project
- B - Expansion of Board of Education (WCPS)
- C - Expansion of Maryland Theatre
- D - USMH Hospitality and STEM Expansion (Sub-lease with WCPS)

Map Projection:
NAD83 State Plane Maryland (feet)

Data Sources:
City of Hagerstown, 2017; Greater Hagerstown Committee, 2016;
MD State Aerial Image, 2014

Prepared By:
A. Reinbaugh, Hagerstown Planning & Code Admin. Dept., 09/12/16
(Revised By: C. Wen, Hagerstown Planning & Code Admin. Dept., 7/13/17)

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REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Urban Improvement Project - Maryland Historical Trust Memorandum of Agreement for Property Demolitions - *Jonathan Kems, Community Development Manager*

Mayor and City Council Action Required:

Staff seek Mayor & City Council approval to enter into Memorandum of Agreements with the Maryland Historical Trust and the Maryland Department of Housing and Community Development. The Agreements are required due to the anticipated use of State grant funding for the Maryland Theatre expansion project and Washington County BOE/BISFA expansion project. Although the State grant funding in question is to be utilized by UIP partners, the City is the lead agency associated with the State grant funding and must be party to the agreements.

Discussion:

As the Mayor & Council are aware, the City is seeking funding for the Urban Improvement Project (UIP) through the State of Maryland Community Legacy program and Strategic Demolition program.

In anticipation of receiving State grant funding for the UIP, the individual projects utilizing State funds will be required to follow certain Maryland Historical Trust (MHT) procedures.

Since some aspects of the UIP involve demolition of structures within the Downtown Historic District, this typically results in an “adverse effect on historic properties” finding as determined by the MHT. As a result of the adverse effect on historic properties finding, all parties involved must enter into a “Memorandum of Agreement” (MOA) to identify steps that will mitigate the loss of historic structures.

State of Maryland staff have worked with UIP project partners to create the required Memorandum of Agreements for the projects involving building demolition. One of the mitigation steps proposes the City of Hagerstown will take the lead in coordinating the installation of interpretive elements (e.g. plaques, signage, or panels) to detail the history of the buildings being demolished. City staff have discussed this possibility and agree this would allow for consistent design and installation of interpretive elements to be incorporated into the UIP. Anticipated overall cost for the installation of such elements would likely fall in the \$5,000 to \$10,000 range and each MOA requires the project developer to absorb most of these costs.

Staff will be available during the work session to answer any questions on the proposed Memorandum of Agreements for the Maryland Theatre project and the Washington County BOE/BISFA project.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

091217__MCC_UIP_Memo_BOE_MD_Theatre.pdf

091217_MCC__UIP_MOA_Maryland_Theatre.pdf

091217_MCC_UIP_MOA_Board_of_Education.pdf

Description

Urban Improvement Memo

MOA Maryland Theatre
Expansion

MOA Board of Education
Expansion



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

From: Jonathan Kerns, Community Development Manager J.K.

Date: September 7, 2017

RE: Urban Improvement Project –Maryland Historical Trust Memorandum of Agreement for Property Demolitions

Mayor & Council Action Requested

Staff seek Mayor & City Council approval to enter into Memorandum of Agreements with the Maryland Historical Trust and the Maryland Department of Housing and Community Development. The Agreements are required due to the anticipated use of State grant funding for the Maryland Theatre expansion project and Washington County BOE/BISFA expansion project. Although the State grant funding in question is to be utilized by UIP partners, the City is the lead agency associated with the State grant funding and must be party to the agreements.

Background

As the Mayor & Council are aware, the City is seeking funding for the Urban Improvement Project (UIP) through the State of Maryland Community Legacy program and Strategic Demolition program. In anticipation of receiving State grant funding for the UIP, the individual projects utilizing State funds will be required to follow certain Maryland Historical Trust (MHT) procedures.

Since some aspects of the UIP involve demolition of structures within the Downtown Historic District, this typically results in an “adverse effect on historic properties” finding as determined by the MHT. As a result of the adverse effect on historic properties finding, all parties involved must enter into a “Memorandum of Agreement” (MOA) to identify steps that will mitigate the loss of historic structures.

State of Maryland staff have worked with UIP project partners to create the required Memorandum of Agreements for the projects involving building demolition. One of the mitigation steps proposes the City of Hagerstown will take the lead in coordinating the installation of interpretive elements (e.g. plaques, signage, or panels) to detail the history of the buildings being demolished. City staff have discussed this possibility and agree this would allow for consistent design and installation of interpretive elements to be incorporated into the UIP. Anticipated overall cost for the installation of such elements would likely fall in the \$5,000 to \$10,000 range and each MOA requires the project developer to absorb most of these costs.

Staff will be available during the work session to answer any questions on the proposed Memorandum of Agreements for the Maryland Theatre project and the Washington County BOE/BISFA project.

Attachments: Draft MOA for Maryland Theatre Project
Draft MOA for Washington County BOE/BISFA Project .

- c. Jill Frick, Director DCED
Kathleen Maher, Director of Planning & Code Administration
Rodney Tissue, City Engineer

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

WHEREAS, the City of Hagerstown proposes to use Fiscal Year 2018 State Revitalization Program grant funds provided by the Maryland Department of Housing and Community Development (DHCD) to fund the demolition of the McBare Building, located at 25 South Potomac Street, and the construction of a 30,000 square foot addition to the Maryland Theatre on the vacant parcels of land (the Undertaking) in Hagerstown, Maryland (identified on Exhibit A in a black dashed line) as part of a larger Urban Improvement Project; and

WHEREAS, the Maryland Theatre Association, Inc. is the property owner who is carrying out the Undertaking and will be a sub-recipient of the grant funds; and

WHEREAS, Pursuant to The Maryland Historical Trust Act of 1985, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland (the Act); as amended, DHCD has consulted with the Maryland Historical Trust (MHT) regarding the identification of historic properties in the vicinity of the Undertaking; the expected effects of the Undertaking on historic properties; and ways to avoid, reduce, and mitigate adverse effects to historic properties; and

WHEREAS, the McBare Building is a contributing element of the Hagerstown Historic District (WA-HAG-158) and the Downtown Commercial Core Historic District (WA-HAG-143), which are both listed in the National Register of Historic Places; and

WHEREAS, The MHT holds a perpetual historic preservation easement on the Hagerstown Theater (21 South Potomac Street) and under terms of the easement the Director must review and approve all changes within an easement boundary (identified on Exhibit A in a red solid line); and

WHEREAS, DHCD has determined the Area of Potential Effect (APE) for the Undertaking, in consultation with MHT, consists of the two historic districts, including buildings that contribute to the significance of the historic districts; and

WHEREAS, the City of Hagerstown and DHCD have demonstrated that the McBare Building cannot be incorporated into the design of the proposed expansion due to the condition of the building, it's size and layout; and

WHEREAS, DHCD has consulted with the Maryland Theatre Association, Inc. regarding the effects of the Undertaking on historic properties, they have responsibilities for implementing stipulations under this Memorandum of Agreement (Agreement) and they have been invited to sign this Agreement as an Invited Signatory; and

WHEREAS, DHCD has identified and consulted with the following parties: City of Hagerstown, the Washington County Historical Society, Washington County Historical Trust, Washington County

Chamber of Commerce-Hagerstown, Preservation Maryland, and Mountain Maryland Gateway to the West Heritage Area as Consulting Parties regarding the effects of the Undertaking on historic properties; and

WHEREAS, the City of Hagerstown and the Maryland Theatre Association, Inc. have solicited comments of the public, nearby property owners and other potentially-interested parties, and have taken their comments into account during project planning and the decision to proceed with the Undertaking; and

WHEREAS, DHCD, in consultation with MHT, has determined the Undertaking will have an adverse effect on the historic districts and the McBare Building; and

WHEREAS, DHCD, MHT, and the City of Hagerstown (the Signatories) agree to execute this Agreement in counterparts with a separate signature page for each Signatory. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes; and

WHEREAS, this Agreement stipulates the measures that the Signatories to this Agreement agree to carry out in order to mitigate the adverse effects of the Undertaking;

NOW, THEREFORE, the Signatories agree that the Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

DHCD shall ensure the following measures are carried out:

1. MITIGATION:

A. Architectural Salvage and Reuse

- a. The Maryland Theatre Association, Inc. shall salvage the historic stained glass transom windows located on the second floor of the McBare Building.
- b. The historic stained glass transom windows shall be repurposed and incorporated into the design of the new Maryland Theatre addition either as an exterior architectural element or as an interior architectural element or display piece.

B. Public Interpretation

- a. Website: The Maryland Theatre Association, Inc. shall update their existing website history page (www.mdtheatre.org) to include a brief history of the McBare Building by January 1, 2018.
- b. Wayside Exhibit: The City of Hagerstown shall develop an interpretation plan to create a cohesive vision for the mitigation completed in connection with the larger Urban Improvement Project.

- i. The City of Hagerstown shall submit plans for the interpretive elements to DHCD and MHT showing the proposed locations, designs, description of the content, and a schedule for implementation by **January 1, 2019** for comment.
- ii. If MHT makes comments about the appropriateness of the public interpretation effort, the City of Hagerstown shall respond to MHT's comments and revise the design to incorporate the comments as appropriate.
- iii. The City of Hagerstown shall submit the final design plans for the interpretive panels and materials, including all written and photographic content, to DHCD and MHT to ensure that the design intent of the schematic design was carried out.
- iv. The City of Hagerstown will provide DHCD and MHT with photographs of the completed public interpretation effort and copies of any written materials.
- v. The Maryland Theatre Association, Inc. shall fund the creation and installation of one wayside exhibit developed in this plan related to the history of theaters in Hagerstown and the history of this site in the context of the Hagerstown Historic Districts.

2. EASEMENT DESIGN REVIEW:

- a. The Maryland Theatre Association must submit final plans for the Maryland Theatre expansion to the MHT Easement Committee for review and approval by the Director of MHT per the terms of the Easement.
- b. The Undertaking must comply with any and all conditions imposed by the MHT Easement.
- c. New construction may commence once an approval has been obtained.

3. DEMOLITION: The Maryland Theatre Association may proceed with the demolition of 25 South Potomac Street without further coordination with MHT once Stipulation I.A a. is complete.

4. RESOLUTION OF OBJECTIONS BY THE PUBLIC: At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of the undertaking on historic properties be raised by a member of the public, DHCD shall notify the Signatories to this agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the Signatories to this agreement to resolve the objection.

5. COORDINATION WITH OTHER MARYLAND STATE AGENCIES

MHT agrees that the fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of Maryland state historic preservation law (Sections 5A-325 and 5A-326 of the State Finance and Procurement Article) for the components of the Undertaking that require licensing, permitting, and/or funding from Maryland state agencies.

6. **AMENDMENTS:** The Signatories may amend this Agreement by proposing such amendments in writing. No amendment to the Agreement will be effective until signed by all Signatories to the Agreement.
7. **DISPUTE RESOLUTION:**
Should any Signatory of this Agreement object to any actions carried out pursuant to this Agreement or any actions which are not being carried out as required by this Agreement, the signatories will consult to resolve the dispute. If the dispute cannot be resolved, the Director of MHT and the Secretary of DHCD will consult and identify a resolution in accordance with the requirements of the Act and in consideration of the conditions of the Undertaking. All other requirements of this Agreement which are not the subject of the dispute will remain unchanged.
8. **TERMINATION:** DHCD, MHT, and the City of Hagerstown may terminate this agreement, for cause, by providing thirty (30) days notice to the other Signatories, provided the Signatories consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, DHCD and the Director of MHT will consult in accordance with Stipulation 7 of this Agreement to determine if any additional actions are necessary to comply with the Act.
9. **DURATION:** This Agreement shall be null and void if its terms are not carried out within three (3) years from the date of last signature, unless the Signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement and implementation of its terms evidences that the requirements of the Act have been met for the Undertaking.

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY:

Kenneth C. Holt
Secretary
Maryland Department of Housing and Community Development

DATE:

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

MARYLAND HISTORICAL TRUST

BY:

Elizabeth Hughes
Director, Maryland Historical Trust
State Historic Preservation Officer

DATE:

DRAFT

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

CITY OF HAGERSTOWN

BY:

Robert Buchey
Mayor, City of Hagerstown

DATE:

DRAFT

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

INVITED SIGNATORY:

MARYLAND THEATRE ASSOCIATION, INC.

BY:

Jessica Green
Executive Director, The Maryland Theatre Association, Inc.

DATE:

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE BOARD OF EDUCATION EXPANSION**

WHEREAS, the City of Hagerstown proposes to use Fiscal Year 2018 State Revitalization Program grant funds provided by the Maryland Department of Housing and Community Development (DHCD) to fund the demolition of the Edison Apartment Building, located at 13-17 South Potomac Street, and the construction classroom building for the Barbara Ingram School for the Arts (the Undertaking) in Hagerstown, Maryland (identified on Exhibit A in a black dashed line) as part of a larger Urban Improvement Project; and

WHEREAS, the Bowman Development Corporation. (BDC) is the property owner who is carrying out the Undertaking and Washington County Public Schools (WCPS) will be a tenant of the new building and a sub-recipient of the grant funds; and

WHEREAS, Pursuant to The Maryland Historical Trust Act of 1985, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland (the Act); as amended, DHCD has consulted with the Maryland Historical Trust (MHT) regarding the identification of historic properties in the vicinity of the Undertaking; the expected effects of the Undertaking on historic properties; and ways to avoid, reduce, and mitigate adverse effects to historic properties; and

WHEREAS, the Edison Apartment Building is a contributing element of the Hagerstown Historic District (WA-HAG-158) and the Downtown Commercial Core Historic District (WA-HAG-143), which are both listed in the National Register of Historic Places; and

WHEREAS, DHCD has determined the Area of Potential Effect (APE) for the Undertaking, in consultation with MHT, consists of the two historic districts, including buildings that contribute to the significance of the historic districts; and

WHEREAS, the City of Hagerstown and DHCD have demonstrated that the Edison Apartment Building cannot be incorporated into the design of the proposed classroom building due to requirements of modern education and assembly spaces; and

WHEREAS, DHCD has consulted with BCD regarding the effects of the Undertaking on historic properties, they have responsibilities for implementing stipulations under this Memorandum of Agreement (Agreement) and they have been invited to sign this Agreement as an Invited Signatory; and

WHEREAS, DHCD has identified and consulted with the following parties: City of Hagerstown, WCPS, the Washington County Historical Society, Washington County Historical Trust, Washington County Chamber of Commerce-Hagerstown, Preservation Maryland, and Mountain Maryland Gateway to the West Heritage Area as Consulting Parties regarding the effects of the Undertaking on historic properties; and

WHEREAS, the City of Hagerstown and the WCPS have solicited comments of the public, nearby property owners and other potentially-interested parties, and have taken their comments into account during project planning and the decision to proceed with the Undertaking; and

WHEREAS, DHCD, in consultation with MHT, has determined the Undertaking will have an adverse effect on the historic districts and the Edison Apartment Building; and

WHEREAS, DHCD, MHT, and the City of Hagerstown (the Signatories) agree to execute this Agreement in counterparts with a separate signature page for each Signatory. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes; and

WHEREAS, this Agreement stipulates the measures that the Signatories to this Agreement agree to carry out in order to mitigate the adverse effects of the Undertaking;

NOW, THEREFORE, the Signatories agree that the Undertaking shall be carried out in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

DHCD shall ensure the following measures are carried out:

1. MITIGATION:

A. Documentation

- a. DHCD will ensure preparation of MIHP addendum forms and photographs of the interior and exterior features of the Edison Apartment Building prior to demolition.
- b. All completed MIHP addendums shall conform to the Trust's Guidelines and related submittal requirements. The black and white photographs should be sufficient to portray the resource's elevations, architectural details and their contexts, in order to provide an accurate record of the resources and their settings. The photography shall meet either the Trust's traditional black and white photo requirements or its digital photo guidelines.
- c. DHCD will ensure that the Trust is provided with the required final MIHP photo documentation for a thirty (30) day review period by November 1, 2017.
- d. If the Trust does not respond within the specified review period, the Trust's acceptance is presumed.
- e. Upon Trust acceptance, DHCD will ensure that an electronic copy of the final MIHP addendum forms and photographs are provided to the Hagerstown Historic District Commission

B. Architectural Salvage

- a. BDC shall salvage architectural features that are in salvageable condition including, but not limited to; doors, hardware, cabinetry, railings, spindles, decorative fixtures, etc.

- b. All salvaged materials will be donated to Habitat for Humanity Restore or a similar organization that specializes in reuse of building materials.
- c. A report listing items and quantities of salvaged materials must be submitted to MHT within 30 days following the demolition.

C. Public Interpretation

- a. Wayside Exhibit: The City of Hagerstown shall develop an interpretation plan to create a cohesive vision for the mitigation completed in connection with the larger Urban Improvement Project.
 - i. The City of Hagerstown shall submit plans for the interpretive elements to DHCD and MHT showing the proposed locations, designs, description of the content, and a schedule for implementation by January 1, 2019 for comment.
 - ii. If MHT makes comments about the appropriateness of the public interpretation effort, the City of Hagerstown shall respond to MHT's comments and revise the design to incorporate the comments as appropriate.
 - iii. The City of Hagerstown shall submit the final design plans for the interpretive panels and materials, including all written and photographic content, to DHCD and MHT to ensure that the design intent of the schematic design was carried out.
 - iv. The City of Hagerstown will provide DHCD and MHT with photographs of the completed public interpretation effort and copies of any written materials.
 - v. BDC shall fund the creation and installation of one wayside exhibit developed in this plan related to the history of theaters in Hagerstown and the history of this site in the context of the Hagerstown Historic Districts.

3. **DEMOLITION:** BDC may proceed with the demolition of 13-1 South Potomac Street without further coordination with MHT once Stipulation I.A and I.B a. are complete.

4. **RESOLUTION OF OBJECTIONS BY THE PUBLIC:** At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of the undertaking on historic properties be raised by a member of the public, DHCD shall notify the Signatories to this agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the Signatories to this agreement to resolve the objection.

5. **COORDINATION WITH OTHER MARYLAND STATE AGENCIES**

MHT agrees that the fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of Maryland state historic preservation law (Sections 5A-325 and 5A-326 of the State Finance and Procurement Article) for the components of the Undertaking that require licensing, permitting, and/or funding from Maryland state agencies.

6. **AMENDMENTS:** The Signatories may amend this Agreement by proposing such amendments in writing. No amendment to the Agreement will be effective until signed by all Signatories to the Agreement.

7. DISPUTE RESOLUTION:

Should any Signatory of this Agreement object to any actions carried out pursuant to this Agreement or any actions which are not being carried out as required by this Agreement, the signatories will consult to resolve the dispute. If the dispute cannot be resolved, the Director of MHT and the Secretary of DHCD will consult and identify a resolution in accordance with the requirements of the Act and in consideration of the conditions of the Undertaking. All other requirements of this Agreement which are not the subject of the dispute will remain unchanged.

8. TERMINATION: DHCD, MHT, and the City of Hagerstown may terminate this agreement, for cause, by providing thirty (30) days notice to the other Signatories, provided the Signatories consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, DHCD and the Director of MHT will consult in accordance with Stipulation 7 of this Agreement to determine if any additional actions are necessary to comply with the Act.

9. DURATION: This Agreement shall be null and void if its terms are not carried out within three (3) years from the date of last signature, unless the Signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement and implementation of its terms evidences that the requirements of the Act have been met for the Undertaking.

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY:

Kenneth C. Holt
Secretary
Maryland Department of Housing and Community Development

DATE: _____

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

MARYLAND HISTORICAL TRUST

BY:

Elizabeth Hughes
Director, Maryland Historical Trust
State Historic Preservation Officer

DATE: _____

DRAFT

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

CITY OF HAGERSTOWN

BY:

Robert Buchey
Mayor, City of Hagerstown

DATE:

DRAFT

**MEMORANDUM OF AGREEMENT
AMONG
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
THE MARYLAND HISTORICAL TRUST,
AND
THE CITY OF HAGERSTOWN
REGARDING
THE MARYLAND THEATRE EXPANSION**

INVITED SIGNATORY:

Bowman Development Corporation

BY:

Robin Ferree
President, Bowman Development Corp.

DATE: _____

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

Topic:

Update on Planning, Inspections, Code Compliance Review (PICCR) Committee - *Kathleen Maher, Director of Planning and Code Administration; Wes Churchey, Chair; Scott Bowen*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: