Regular Session
Mayor and City Council
November 27, 2018
Agenda

7:00 PM - November 27, 2018 - REGULAR SESSION -*Council Chamber, 2nd Floor, City Hall*

I. CALL TO ORDER

II. INVOCATION

Councilmember Shelley McIntire

III. PLEDGE TO THE FLAG

Ryan Barnett, Eagle Scout (Guest of Councilmember McIntire)

IV. ANNOUNCEMENTS

A. A. Rules of Procedure – *Adopted December 20, 2016*

B. Use of cell phones during meetings is restricted

C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and Should include a copy for the City Clerk for inclusion in the official record.

D. Meeting Schedule

1. Tuesday, December 4, 2018 – Work Session at 4:00 p.m.
2. Tuesday, December 11, 2018 – Work Session at 4:00 p.m.
3. Tuesday, December 18, 2018 – Regular Session at 7:00 p.m.
4. Tuesday, December 25, 2018 – *No Meeting*

V. APPOINTMENTS

A. Planning Commission:

Christina Davis – Term to Expire October 21, 2019
Colin Plosacru – Term to Expire May 30, 2019

VI. PROCLAMATION

A. World AIDS Day – *Michael Jones, Rise Up Hagerstown*

VII. GUESTS

Hagerstown Gridiron Classic MVP Presentation

VIII. CITIZEN COMMENTS

IX. PUBLIC HEARINGS

2018 Land Management Code Amendments

Gridiron MVP Scholarships & Awards

X. CITY ADMINISTRATOR'S COMMENTS

XI. MAYOR AND COUNCIL COMMENTS

XII. MINUTES

(October 2, 2018; October 9, 2018; October 16, 2018; October 23, 2018)

XIII. CONSENT

A. Fire

1. Heating Replacement for Station 3 – Harrell's Services (Sharpsburg, MD) $20,610.00
2. Vehicle Replacements – Keystone Ford (Chambersburg, PA) $61,606.83

B. Parks and Engineering

1. LED Retrofit Luminaire for City Parks – Traffic Systems and Technology (Manassas, VA) $41,400.00
2. Potterfield Pool Improvements – DRD Pool Management (Hunt Valley, MD) $100,457.00
3. Traffic Engineering Services – Sabra Wang & Associates (Columbia, MD) and KCI Technologies (Sparks, MD)

C. Public Works

1. Bulk Diesel Fuel and Gasoline – AC&T Co., Inc. (Hagerstown, MD) $433,336.00

D. Utilities

1. Water: B84B Hydrants - Core & Main (Montrose, VA) $35,176.00
2. Wastewater: Bulk Chemical Purchase - Wastewater Division $373,910.00 (multiple vendors)
3. Water: Bulk Chemical Purchase - Water Division $793.728.48 (multiple vendors)
4. Wastewater: Collection System Rehabilitation Phase 1A - Mr. Rehab, Inc. (Mechanicsburg, PA) $207,235.21

XIV. UNFINISHED BUSINESS

XV. NEW BUSINESS

A. Approval of Owner's Consent for Annexation of Foggy Bottom Farm and Other Lands

B. Introduction of Resolution: Annexation of Foggy Bottom Farm and Other Lands

C. Approval of Annexation Plan for Foggy Bottom Farm and Other Lands

D. Introduction of a Resolution: Annexation of Antietam Creek Creek Bed

E. Approval of Annexation Plan for Antietam Creek Creek Bed

F. Introduction of an Ordinance: Entering into an Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD

G. Introduction of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S. Locust

H. Introduction of an Ordinance: Authorizing the Sale of Property Located at 441 North Jonathan Street

I. Introduction of an Ordinance: Authorizing the Sale of Property Located at 443 North Jonathan Street

J. Introduction of an Ordinance: Authorizing the Sale of Property Located at 212-214 North Jonathan Street

K. Approval of a Resolution: Memorandum of Understanding with the Hagerstown Housing Authority for Environmental Review Management

L. Approval of a Resolution: Memorandum of Understanding for Police Academy

M. Approval of Resolution: Authorizing a Financial Incentive Agreement between the City of Hagerstown, Maryland and 339 Antietam, LLC.

N. Approval of Noise Ordinance Exemption – Krumpe's Donut Drop

O. Approval of Disparate Funding Agreement for JAG Grant FY2017

P. Approval of an Amendment of the City's Water & Wastewater Policy

Q. Approval of Mayor and City Council Goals and Priorities for 2018 through 2020

R. Approval of a Motion to Renew City-Wide Mowing Contract: 3/15/19 - 12/15/19

XVI. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Councilmember Shelley McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Ryan Barnett, Eagle Scout (Guest of Councilmember McIntire)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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Discussion:

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Planning Commission:

Christina Davis – Term to Expire October 21, 2019
Colin Plosacru – Term to Expire May 30, 2019

Mayor and City Council Action Required:

Discussion:

Financial Impact:

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Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
World AIDS Day – *Michael Jones, Rise Up Hagerstown*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Gridiron Classic MVP Presentation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
2018 Land Management Code Amendments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:
November 6 - discussion
November 27 - public hearing
December work session - follow-up discussion

ATTACHMENTS:

File Name	Description
M_CC_memo_LMC_Text_Amendments_11_27_2018.pdf	Memo on 2018 LMC Text Amendments
2018_Update_to_Hagerstown_Land_Management_Code_Present_11_27_18.pptx	Powerpoint on 2018 LMC Amendments
2018_LMC_package_Grouped_in_Themes_10_24_18_FINAL_DRAFT_FOR_HEARING.docx	Full text of Amendments #1
2018_LMC_package_Sign_Revisions_10_24_18_FINAL_DRAFT_FOR_HEARING.docx	Full text of Amendments #2

CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Kathleen A. Maher, Director of Planning & Code Administration
Stephen R. Bockmiller, Zoning Administrator/Development Review Planner

DATE: November 15, 2018

SUBJECT: 2018 LMC Text Amendments

The Mayor and City Council's public hearing on the proposed 2018 package of amendments to the Land Management Code will be held at the November 27 regular meeting. Staff provided an overview of the substantive changes at the November 6 work session. Staff will provide a more detailed presentation via the attached powerpoint at the public hearing.

Background

Every year, Planning staff and the Planning Commission review issues that have arisen over the prior year and formulate a package of amendments to the Land Management Code. This code contains the City's regulations for zoning, subdivision and land development, forest conservation, and floodplain management.

The Planning Commission completed their review of the 2018 package at their meeting on October 24 and forwarded the package for the Mayor and City Council's consideration.

Proposed 2018 LMC Amendments

A wide range of minor and more substantial changes to the code are proposed with the intention of better serving a public purpose or to clarify existing sections of the code. To help organize the proposal and put similar items together, all of the proposed amendments have been grouped under the following headings:

1. **Protecting neighborhood character and enhancing safety in our community.** Most substantive change would be inclusion of Crime Prevention Through Environmental Design (CPTED) principles in development standards for site plans.
2. **Increasing housing choices and diversity.** Substantive changes in this category are the addition of Rooming Houses to the code and modification of how Group Homes are permitted to bring the code into better alignment with Fair Housing considerations.
3. **Expanding economic opportunity and permitting greater flexibility in the code.**
    a. Add new uses of Distillery Pub, Wine Pub, and Multi-purpose Arena for Sporting

One East Franklin Street | Room 300 | Hagerstown, Maryland 21740-4987
301.739.8577, Ext. 138 or 103
codecompliance@hagerstownmd.org | planning@hagerstownmd.org

Events, Entertainment, and other Assemble Events;
   b. Provide greater flexibility for Brew Pubs, Artist Studios, Photography Studios, Conversion Districts, retail and restaurants in the POM district, and uses in shopping center that have separation requirements;
   c. Extend period for approval of site plan to match new Soil Conservation District provisions;
   d. Ease threshold for minimum work completed to maintain PUD approval; and
   e. Expand upon Planning Commission's waiver provisions in development review.
4. **Setting clear expectations for the public and investors.** A large number of amendments proposed which are fairly minor changes but provide more clarity. Perhaps the most substantive changes:
   a. Require each new dwelling be located on its own lot, including new apartment buildings, and
   b. Establish minimum square footage requirements for dwellings anywhere in the city that is consistent with the existing minimum requirement for apartments in the CC-MU zone.
5. **Improving resiliency from environmental hazards.** Proposed changes add more clarity on Floodplain Management requirements with most substantive changes being the requirement that public and private streets, driveways, alleys, and parking areas have driving surfaces above the base flood elevation, unless otherwise approved by the BZA.
6. **Providing suitable locations for social and medical services and at intensities consistent with surrounding neighborhoods.** Proposed changes would include:
   a. creation of a new Institutional zone with future rezoning of certain RMOD and RMED areas to INST,
   b. prohibiting hospitals and nursing homes from RMOD, RMED, RO, and CC-MU,
   c. adding new medical services uses (Assisted Living Facility, Rehabilitation Center, and Outpatient Substance Abuse Center) and allowing where hospitals and nursing homes are allowed,
   d. adding adult day care with vocational center and allowing where light assembly is allowed, and
   e. adding continuing care retirement community and allowing in RH, INST, and PUD.
7. **Streamlining the process and clean-ups to the code.** A large number of minor changes to correct terminology, expand upon definitions, provide greater clarity on requirements, remove unnecessary requirements, and fix oversights from prior amendments. Perhaps the most substantive changes involve the Forest Conservation Ordinance:
   a. Increase non-compliance penalty fee to 50 cents per square foot so it is higher than the existing fee-in-lieu of planting fee of 30 cents per square foot;
   b. Create provision for Planning Commission to review Forest Conservation plans for County projects proposing tree conservation or planting easements within

the city.

8. **Updating the on-premise Sign regulations.** A variety of proposed changes to bring the code into alignment with a recent Supreme Court ruling on signs.

Process for Review and Action

The full package of recommended amendments is attached. A powerpoint presentation for the hearing is attached. Following the hearing, a work session will be scheduled to go over any public input received and to deliberate on the proposed package. Amendments would then be adopted through an ordinance process.

Attachments
C: Planning staff
Jill Thompson, Director, DCED
Jon Kerns, DCED
Jenn Keefer, City Attorney

2018 Update to Hagerstown Land Management Code

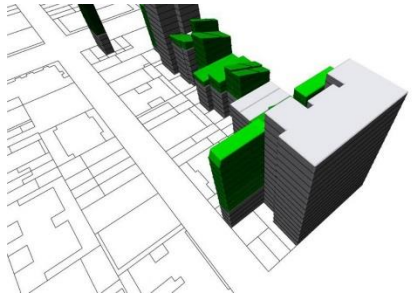
Mayor and Council Public Hearing

November 27, 2018

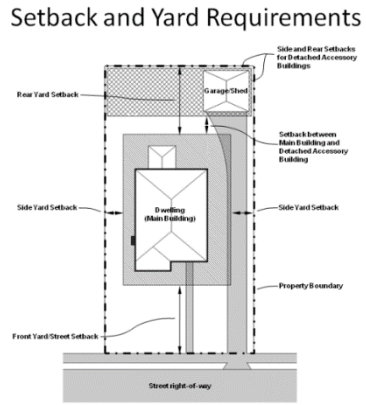
What is the Land Management Code?

- The City's regulations regarding zoning, subdivision and land development, floodplain management, and forest conservation.

- The Planning office staff administer this code on a day-to-day basis to make sure that business and residential uses go in appropriate places and that existing uses do not exceed what is permissible for their location.



- The Planning Commission works with staff on (1) review and approval of plans for development using the standards in the code and input from outside agencies, & (2) consideration of changes to the code or rezonings.



- The Board of Zoning Appeals reviews requests for a Variance to the rules of the zoning provisions or for approval of Special Exception uses. The Board also reviews appeals of decisions of the Zoning Administrator.

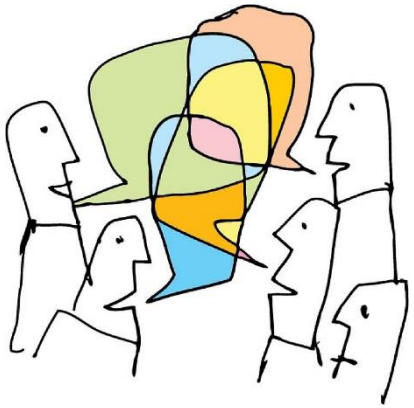
What is the Land Management Code?

- The Historic District Commission reviews changes to the exterior of buildings and properties in the city's four historic districts.

- The Mayor and City Council review recommendations from the Planning Commission for changes to the code or for rezonings. Approval is by the Mayor and Council.

How are changes made to the Code?

- Every year, Planning staff review inquiries, requests and concerns that have arisen over the prior year, and present a proposed package of amendments for the Planning Commission's review.

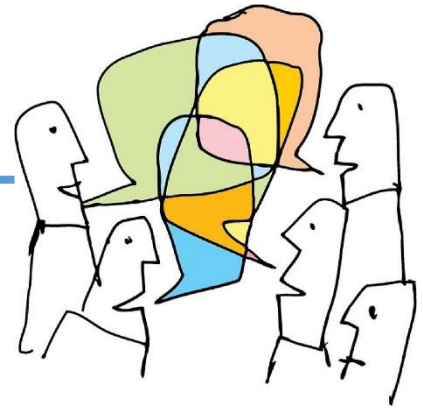


- Once the Commission finalizes the appropriate City-initiated amendments, the Commission holds a public review meeting to gain citizen input.

- Following the hearing, the Commission reviews the input and forwards a recommendation to the Mayor and Council – **which occurred on October 24**.

- Staff present the Planning Commission's recommendations to the Mayor and Council and then a public hearing is scheduled.

How are changes made to the Code?



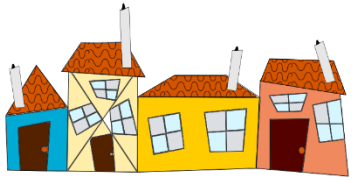
- Following the public hearing, the Mayor and Council determine the validity of what has been presented, make changes as appropriate, and then pass an ordinance to amend the code.

- If a citizen wishes to seek a specific amendment to the code outside the City-initiated process, an application is reviewed by the Planning Commission and the same process of public hearings and Mayor and Council action begins as it would with City-initiated amendments.

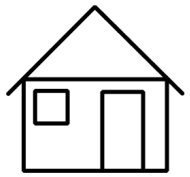
What changes are proposed for 2018?

- A wide range of minor and more substantial changes to the code intended to serve a public purpose or to clarify existing sections of the code.

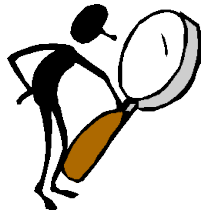
- All have been grouped under the following themes:



  - Protecting neighborhood character and enhancing safety in our community;
  - Increasing housing choices and diversity;



  - Expanding economic opportunity and permitting greater flexibility in the code;
  - Setting clear expectations for the public and investors;

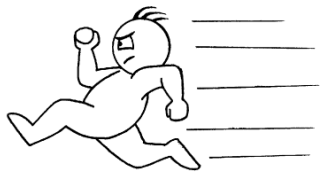


What changes are proposed for 2018?

- All of the proposed amendments have been grouped under the following subject areas (cont'd):

  - Improving resiliency from environmental hazards;

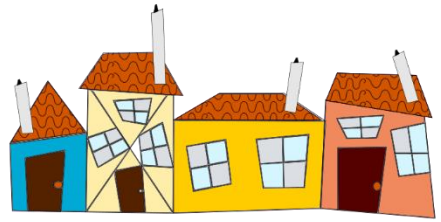
  - Providing suitable locations for social and medical services and at intensities consistent with surrounding neighborhoods;



  - Streamlining the process and clean-ups to the code;

  - Updating the on-premise Sign regulations.

Protecting Neighborhood Character and Enhancing Safety in our Community



- Require a **sidewalk between public sidewalk and entrance doors** for commercial development and apartment complexes.

- Define ***camping and campgrounds*** and only allow in AT (Agricultural Transition) zone.

- Require inclusion of **Crime Prevention Through Environmental Design (CPTED)** principles in new development.
  - Allow natural observation from public and neighboring areas; adequate lighting; avoid places for people to hide; avoid placement of features that would allow climbing into the building; security cameras for large parking lots.

Protecting Neighborhood Character and Enhancing Safety in our Community

- **Design standards for parking in the yards of residential development**.
  - Solid paved surface or permeable pavers; rear yard preferred; front yard driveways only one car width wide or width of garage; front yard parking pads must be 50% or less of front yard area.

- Allow Zoning Administrator to **revoke zoning approval** if the owner does not develop, maintain or use the property as approved. Any continuation without bringing property into compliance will be a zoning violation and subject to fines.

Increasing housing choices and diversity

- Allow ***Mansion House Apartments*** in smaller pre-1956 buildings in historic districts in RMED, RO, and CC-MU zones.
  - Reduce from minimum of 4,500 sq.ft. to 4,000 sq.ft. for eligible buildings.
  - Reduce from one/1,500 sq.ft. to one/1,000 sq.ft. for formula for determining number of allowed units.

- Allow **non-conforming mixed-use buildings** with vacant storefront to convert storefront to one dwelling unit if approved by Board of Zoning Appeals.

Increasing housing choices and diversity

- **Redefine *Rooming House* and allow in existing buildings** under certain conditions in RH, RO, CG, and outside *Smart Growth A&E District* portion of CC-MU.
  - Facilities must meet Fire Code and Property Maintenance Code requirements which are defined in the amendment.
  - Must include 24-hour per day on-site supervisor representing the owner.
  - Maximum of 16 rooming units, except may be more in CG zone with Special Exception from BZA.
  - Off-street parking requirement – 1 space per employee on largest shift and 1 space per sleeping room or 1 space per 2 beds.

Increasing housing choices and diversity

- **Define *Group Home, Halfway House, and Alternative Living Unit* and allow in the following zoning districts, as specified by State Code**:
  - **Alternative Living Unit - Up to 3 residents** – allowed where single-family homes are allowed – RMOD, RMED, RH, RO, N-MU, CC-MU, CL, and PUD;
  - **Small Group Home or Halfway House - 4-9 residents** – also allowed where single-family homes are allowed;
  - **Large Group Home or Halfway House – 10-16 residents** –allowed where multi-family homes are allowed – RH, N-MU, CC-MU, CL, LC, C, and under certain conditions in RMOD, RMED, RO and PUD.
  - **Off-street parking requirement** - 1 space per employee on largest shift and 1 space per sleeping room or 1 space per 2 beds.

- Delete *Residential Facilities with in-house professional care for up to three residents with mental and/or physical disabilities* and replace with new terminology outlined above.

Expanding economic opportunity and permitting greater flexibility in the code

- Allow ***Artist Studios*** in N-MU, CC-MU, CL, CG, CR, I-MU, IR, IG, Conversion district, and Local Conversion district.

- Allow ***Photography Studios*** in I-MU, IR, IG and Conversion district.

- Change definition of ***Brew Pub*** to remove the requirement that brewing be an accessory activity. Allow ***Distillery Pubs*** **and** ***Wine Pubs*** where Brew Pubs are allowed.

- Modify how **separation of use requirements** are measured for multi-use properties such as shopping centers. Instead of measuring property line to property line, it would be occupied space to occupied space.

Expanding economic opportunity and permitting greater flexibility in the code

- Provide more flexibility in **POM district** for determining **maximum percentage of occupied space allowed for restaurant, retail, etc**., in office parks.

- Allow **Conversion District and Local Conversion District** overlays on eligible properties if building was built prior to **1977**, rather than 1956.

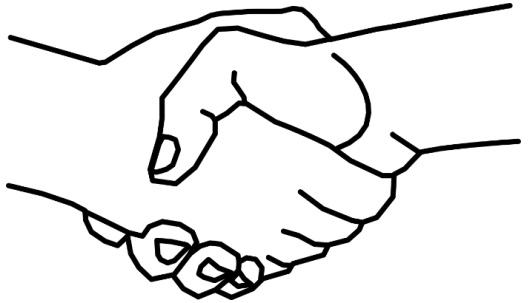
- Amend *religious sanctuary* to include ***wedding chapel***.

- Reduce percentage of construction that has to be underway to **prevent a PUD approval from expiring**. At least 50%.

Expanding economic opportunity and permitting greater flexibility in the code

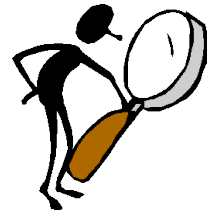
- **Extend site plan approval period** from 2 years to 3 years before it expires if construction did not occur.

- **Expand upon the waiver provisions** granted to the Planning Commission when reviewing subdivisions:
  - unnecessary hardship may result; or
  - in public interest; or
  - achieve best quality development; or
  - protect environmentally sensitive feature.



- Add ***Multi-purpose arena for sporting events, entertainment, and other assembly events*** and allow in CC-MU, CG, CR, INST, and PUD.

Setting clear expectations for the public and investors



- When **land is purchased or donated for public improvements** – variance not required for remainder of parcel if it falls below code requirements.

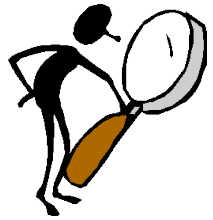
- Any **new parking approved under a site plan** must be asphalt, concrete or similar solid surface if located in front or side yard, adjacent to public street, or for use by public.

- Allow **apartment buildings in CL district** in existing and new buildings.

- **Non-conforming uses** cannot be expanded to another property.

- **Detached accessory buildings** (sheds, garages) shall not be located in front of the primary structure.

Setting clear expectations for the public and investors



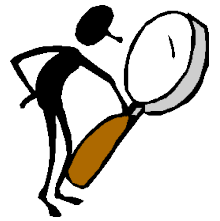
- Modified definition of ***earth tone*** for clarity; and where buildings are required to be restricted to earth tones, allow sparing use of brighter colors to accent architectural features and for signage.

- Require ***stealth-designed*** **cell towers** to meet setback requirements of non-stealth design towers.

- Require **each dwelling to be located on its own lot** and each apartment building to be on its own lot.

- Require minimum of **20 acres for a PUD**, instead of 5 acres. This ensures enough land to create a new neighborhood with a mixture of dwelling types, commercial uses, and open space amenities.

Setting clear expectations for the public and investors



- Require **all dwelling units to meet minimum square footage requirements** currently required for apartments in mixed-use zoning districts:
  - 500 sq.ft. for an efficiency dwelling (open floor plan)
  - 650 sq.ft. for a one-bedroom dwelling
  - 800 sq.ft. for a two-bedroom dwelling
  - 1,000 sq.ft. for a three-or-more-bedroom dwelling

- For **Live-Work units require larger size** to accommodate combination of uses:
  - 1,000 sq.ft. for efficiency
  - 1,300 sq.ft. for one-bedroom
  - 1,600 sq.ft. for two-bedroom
  - 2,000 sq.ft. for three-or-more-bedrooms

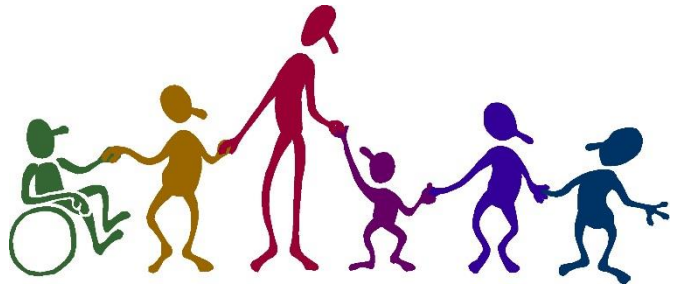
Improving resiliency from environmental hazards

- Make it clear that **site plans – not just subdivisions -** must meet the **floodplain management** requirements.

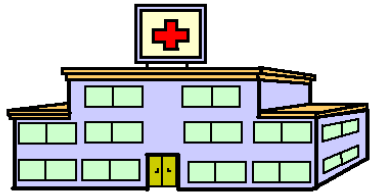
- Require **public and private streets** designed and constructed as part of a subdivision to have the driving surface **above the base flood elevation by at least one foot**.

- Require **private streets, driveways, alleys, other vehicular access and parking areas,** designed and constructed as part of a site plan, to have the driving surface **above the base flood elevation**, unless approved otherwise by the Board of Zoning Appeals.

Providing suitable locations for social and medical services at intensities consistent with the character and density of surrounding neighborhoods

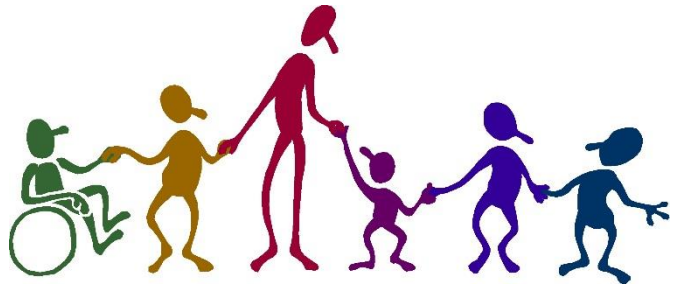


- **Create new Institutional (INST) zone.**
  - provide locations for institutional uses to serve the community;
  - Building height limitations would match the CG district and setbacks would match the POM district;
  - A variety of public institution types of uses would be permitted in the zone, such as schools, community centers. parks, hospitals, nursing homes, etc.

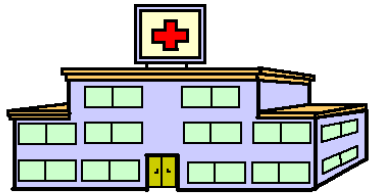


- In future Comprehensive Rezoning - rezone large-scale institutional areas in the RMOD and RMED zones to INST.

Providing suitable locations for social and medical services at intensities consistent with the character and density of surrounding neighborhoods

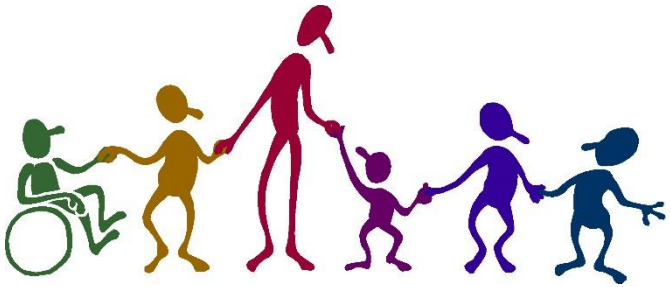


- **Modify locations where *Hospitals* and *Nursing Homes* are permitted** to remove from RMOD, RMED, RO, CC-MU, and CL, and allow in RH, CG, CR, POM, INST, and I-MU.



- **Modify definition of *Assisted Living Facility* and create definition of *Rehabilitation Center* – allow where *Nursing Homes* are allowed**.
  - **Delete** *Transitional Residential Facilities with in-house professional care for up to three transitional residents being treated for substance abuse issues* and **replace with *Rehabilitation Center***.
  - **Delete** *Residential Care Facility for the elderly'* ***and*** *Assisted Living Facility for the elderly and/or disabled* **and replace with *Assisted Living Facility.***

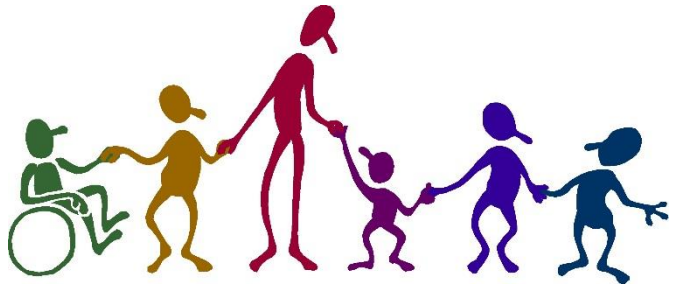
Providing suitable locations for social and medical services at intensities consistent with the character and density of surrounding neighborhoods



- **Create definition for *Outpatient Substance Abuse Center* and allow where *Nursing Homes*** are.

- **Create definition for *Adult Day Care with Vocational Center* and allow where light assembly is permitted.**
  - **Delete** *Social Assistance – services for elderly and persons with disabilities* **and replace with new *Adult Day Care with Vocational Center*.**

Providing suitable locations for social and medical services at intensities consistent with the character and density of surrounding neighborhoods



- Create definition for ***Continuing Care Retirement Community*** – a retirement community with accommodations for independent living, assisted and nursing home care, offering residents a continuum of care. All of the dwelling units are typically owned by the provider.

  - **A**llow on a minimum **20-acre tract** in **RH, INST and PUD overlay zones**.

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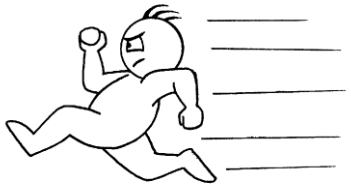


Streamlining the process and clean-ups to the code

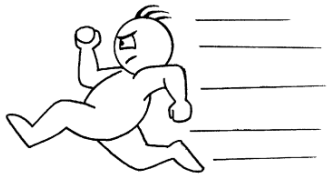
- **Remove requirement** for zoning map to be **recorded in Court House**. Not a State requirement.

- Add **“or she” or “or her”** to any references to “or he” or “or him.”

- Change references to ***preliminary development plan*** to ***development plan*.**

- Increase **non-compliance penalty** in Forest Conservation code from 30 cents to 50 cents per square foot. Penalty should be greater than the fee-in-lieu of planting amount.

- **Change *graphic* to *sign*** since this term is more commonly used by the public and in the industry.



Streamlining the process and clean-ups to the code

- Amend definition of ***triplex*** **and** ***quadraplex*** to reduce confusion with definitior of *townhouse*.

- Create **signature block templates** for Planning staff signature on development plans, sketch plans, and site plans; and require pdf plans of final approved site plans and of final as-built conditions.

- Provide more direct reference to the landscaping standards regarding **landscaping of fences** adjacent to streets.

- **Cross reference** requirements for site plan standards to improvements proposed as part of a development plan.

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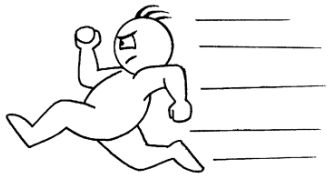


Streamlining the process and clean-ups to the code

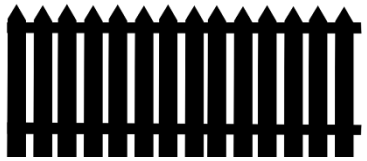
- Correct **notation editing errors** for RO and POM uses in in the use chart.
- Add ***car rental facilities*** to the design standards for *car sales facilities*.
- Correct references to ***sketch plan*** **and** ***concept plan*** throughout the code.
- Make it clear that in the **Mixed-Use District** there are minimum and maximum setback, area, and height requirements.
- Clarify use chart to make it clear that **auto sales** includes new and used cars, etc.

Streamlining the process and clean-ups to the code

- Add ***medium density residential areas*** with threshold percentage of 20% to Afforestation and Reforestation charts in the **Forest Conservation code** to be consistent with State code.

- Add **buffer landscape standard for development adjacent to municipal boundary** – apply City zone that is comparable to County zone outside the boundary to determine buffer requirement.

- Rearrange **Fence standards** section for better clarity.



- Create provision for Planning Commission to review plan to add **Forest Conservation areas** inside the city for a project developing outside the city.

Streamlining the process and clean-ups to the code

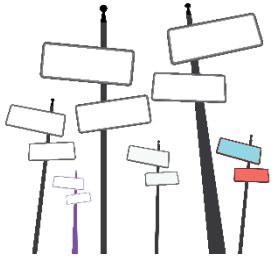
- Create definition for ***private street*** to make distinction with ***driveway*****.** No change to prohibition on private streets.

- Add ***live performance theaters*** engaged in **adult entertainment** to definition of *adult entertainment business*.

- Correct reference to minor site plan and change to **minor subdivision** as type of improvements that are exempt from landscaping and parking area design requirements.

- Correct use chart's distribution of residential uses and mixed-use buildings in CC-MU, N-MU, RO, C, LC, and PUD – oversight from prior amendments.

Update Signs Provisions

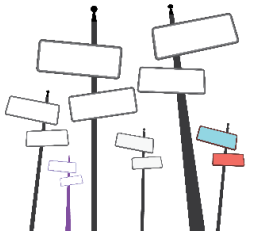


- The purpose of the update:
  - some minor clean-ups and clarifications; and
  - make adjustments to provisions to reflect direction from *Reed v. Town of Gilbert* Supreme Court decision on signs.

- The Gilbert case focused on the exemption for certain types of signs based on their content or message and determined that intended content or message could not be used to exempt or prohibit signs.

- The proposed update to the City of Hagerstown's provisions are modeled on the amendments the Town of Gilbert adopted following the Court's decision.

Update Signs Provisions

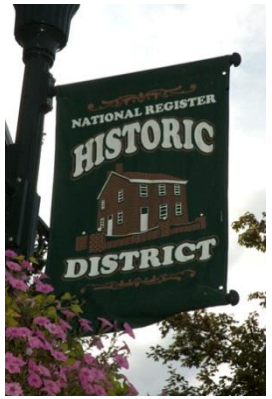


➢ Clean-ups or Clarifications:

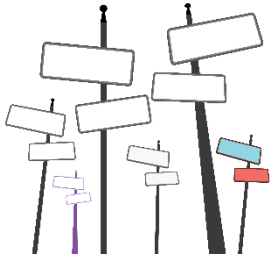
- **Prohibited Temporary Signs** are pennants, streamers and similar products, such as ***flying banners, blade signs, signs that use fans or natural wind or air movement to generate movement;***

- Modify prohibition of solid background window signs on doors to state ***such signs must not cover more than 50% of the glass surface***;

- Refer to **Historic District Commission's guidelines** for review of signs in historic districts; clarify review is required for government signs in historic districts;

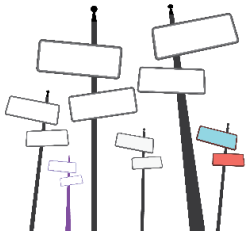


Update Signs Provisions



- Establish a maximum of no more than **three historic interpretive markers** per building or parcel;
- Further clarification of ***Theater Marquee*** and ***Gasoline Price* signs**;
- Exempt **street number addressing** from sign area maximums;
- Clarify that **sign area maximums apply to all projects**, not just ones that need a site plan; and
- Require **landscape plan for freestanding signs**;

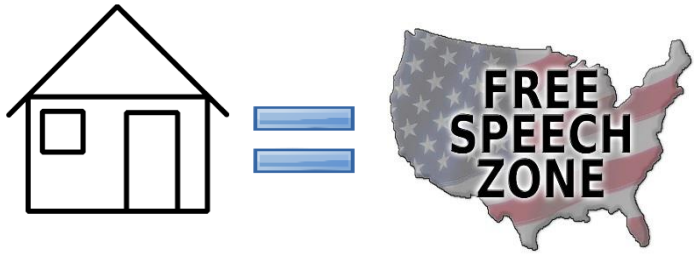
Update Signs Provisions



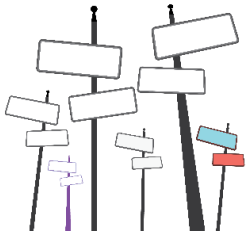
➢ Changes to Address Supreme Court Decision

- Create more detailed **Purpose and Intent** section to justify the types of regulations in place:
  - Promote public health, safety and general welfare by regulating secondary effects of signs that may have a negative impact on aesthetic goals and traffic safety.

- **Allow each dwelling unit to have one permanent sign** provided it is not a commercial advertisement for a home occupation or an off-premise activity;



Update Signs Provisions

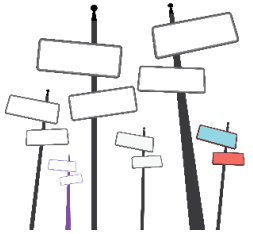


- Complete revision of **Permitted Temporary Signs** section:

  - Temporary signs allowed on **residential zoned properties:**
    - 3 signs,
    - 6 sq.ft. maximum per sign for dwellings,
    - 32 sq.ft. maximum for non-residential enterprises.

  - Temporary **construction and development signs**:
    - maximum of 100 sq.ft. total of such signs per public street frontage.

Update Signs Provisions



- Complete revision of **Permitted Temporary Signs** section:

  - Temporary **banner signs for commercial activities:**
    - 1 sign,
    - size dependent upon size of store/office – 40 sq.ft. sign for 5,000 sq.ft. or smaller store; 80 sq.ft. for 5,001-15,000 sq.ft. store; 120 sq.ft. for 15,001-50,000 sq.ft. store; 180 sq.ft. for 50,001 sq.ft. or larger store.

  - **Off-site temporary signs** permitted in any zoning district:
    - 1 sign,
    - minimum of one-acre parcel,
    - 32 sq.ft. maximum size of sign,
    - One-year time limit.

2018 Update to Land Management Code

Next Steps:

1. Following the public hearing on November 27, Mayor and Council review input from the public at a future meeting and proposed amendments are finalized.

2. Mayor and City Council introduce and later approve an ordinance to amend the code. Approved ordinance goes into effect 30 days after approval. The code is now amended.

Questions or Input?

- www.hagerstownmd.org – Planning & Zoning
- planning@hagerstownmd.org
- (301) 739-8577, ext. 138

LAND MANAGEMENT CODE
2018 COMPREHENSIVE UPDATE PROPOSALS

October 24, 2018

Introduction and narrative in normal black type.
Existing text to be unchanged in normal blue type.
~~Existing text to be deleted in normal blue strikeout.~~
Proposed new text in blue bold italics.

The various proposed amendments are categorized under the following themes:

1. Protecting neighborhood character and enhancing safety in our community
2. Increasing housing choices and diversity
3. Expanding economic opportunity and permitting greater flexibility in the code
4. Setting clear expectations for the public and investors
5. Improving resiliency from environmental hazards
6. Providing suitable locations for social and medical services at intensities consistent with the character and density of the surrounding neighborhoods
7. Streamlining the process and clean-ups to the code
8. Updating Sign regulations to be consistent with Supreme Court direction

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The following are the proposed 2018 Land Management Code amendments:

1. Protecting neighborhood character and enhancing safety in our community

1.1 Require a pedestrian sidewalk from front doors of buildings to public sidewalks along streets.

Article 5. Subdivision and Land Development
I. Site Plan Standards.
4. Landscaping Plan and Parking Area Design Requirements.
h. Parking Design and Landscape Standards.
(10) Every off-street parking area shall be developed and maintained in accordance with the following requirements:
(d) Pedestrian walkways and sidewalks shall be provided to and from all paved parking areas and shall be designed to serve on-site principally permitted uses and accessory uses for which there is pedestrian demand. Such walkways and sidewalks shall be protected from vehicular overhang and movement by curbs or other method approved by the City Engineer. Security lighting within the aforementioned pedestrian areas used at night shall be illuminated at a level not less than 0.5 candle power. Upon review of the area to be illuminated, if it is classified as a Special Security area by the City, an increased level of illumination may be considered and studied.
(e) Pedestrian walkways and sidewalks shall be provided between public sidewalks along public streets and the main pedestrian entrance of buildings or units of buildings.
(f) ~~(e)~~ In order to allow for the passing of handicapped pedestrians and wheelchairs, pedestrian walkways shall be five feet in width.

1.2 Define and regulate campgrounds.

Article 3. Definitions (new definition)

CAMPING/CAMPGROUND – An area used for transient occupancy by camping, usually but not always in tents, camp trailers, travel trailers, or similar movable or temporary sleeping quarters of any kind. (Zoning)

Article 4 - Zoning
Section Z - Land Use Chart
Camping and Campgrounds Permitted district(s): ***AT*** only by special exception.

1.3 The Police Department request that the Planning Commission incorporate Crime Prevention Through Environmental Design (CPTED) standards into the site plan design standards in the Land Management Code.

Article 5 – Subdivision and Land Development
Section I - Site Design Standards

12. Crime Prevention Through Environmental Design Principles

All commercial and residential development should be designed to incorporate CPTED principles as a means of reducing opportunities for criminal activity to occur. Simple measures can be taken that will provide greater visibility through natural surveillance onto public spaces and areas, controlled access to private areas, and creating a sense of ownership of space. Through such measures, the built environment can be designed and managed to make it an undesirable place for criminal activity. Site engineers and building architects should consider the following CPTED design strategies when developing site plans and architectural plans for commercial and residential development in Hagerstown:

- ***a. Allow natural observation from public and neighboring areas by orienting the building entrance towards the street, making landscape and fence materials near entrances and parking lots visibly permeable, and locating open space areas near streets or other areas visible to the public;***
- ***b. Prepare a lighting plan in accordance with Illuminating Engineering Society of America Standards and ensure that parking lots, pedestrian routes and building entrance areas are well lit;***
- ***c. Avoid blind corners and hidden recesses along pathways and beside building entrances;***
- ***d. Avoid placement of large trees, garages, utility structures, fences, and gutters next to second story windows or balconies;***
- ***e. Limb up trees and keep shrubs to 24 inches or lower around play areas and within street edge and driveway edge buffer areas to allow visibility into the site from public areas;***
- ***f. Where large expanses of parking are proposed, provide surveillance such as security cameras.***

1.4 Amendments to control the potential for proliferation of front yard parking pads when they can be to the side or rear of a dwelling.

Article 4. Zoning
O. Off-Street Parking Requirements
1. Purpose and Applicability
d. ***Off-Street Yard Parking for Residential Development*** ~~Front Yards Not to Be Dominated by Vehicle Parking~~
On all existing improved residential ~~properties~~ ***lots*** and ***lots in*** new residential development, ***the following off-street parking design requirements shall apply:***
(1) ***parking areas shall be solid paved surfaces or permeable pavers;***

(2) ***rear yard parking garages or parking pads are the preferred off-street parking system;***
(3) ***driveways accessing the lot from a front or side street,*** ~~driveways~~ shall be one vehicle in width; ~~accessed off of a front or side street~~. ~~This shall not preclude driveways of sufficient depth to contain multiple vehicles or access to rear yard parking pads or garages~~.
(4) driveways ***serving front-loaded garages*** from front and/or side streets shall be permitted to be ***as wide as the garage***; ~~two vehicles in width when constructed to access a front-loaded two-car garage~~.
(5) ***for lots without garages and without the ability to provide rear yard parking, front yard parking pads or turn-arounds of single-vehicle-width driveways shall be permissible provided the parking area does not exceed 50% of the front yard area.***

Article 5 – Subdivision and Land Development
G. Required Improvements in Subdivisions
7. Driveway Entrances, ~~and~~ Sidewalks ***and Off-Street Yard Parking***
At the end of the paragraph add – ***For all subdivided residential lots, the following off-street parking design requirements shall apply:***
(1) parking areas shall be solid paved surfaces or permeable pavers;
(2) rear yard parking garages or parking pads are the preferred off-street parking system;
(3) driveways accessing the lot from a front or side street shall be one vehicle in width;
(4) driveways serving front-loaded garages from front and/or side streets shall be permitted to be as wide as the garage;
(5) for lots without garages and without the ability to provide rear yard parking, front yard parking pads or turn-arounds of single-vehicle-width driveways shall be permissible provided the parking area does not exceed 50% of the front yard area.

1.5 Create process by which the zoning administrator may revoke a zoning certificate. Other jurisdictions have such procedures and this can be helpful in enforcement activities.

Article 1. General Provisions
J. Permits and Certificates.

No development shall occur on any property within the City until the applicable permits, approvals and certificates for such activity or development have been issued and approved by the officials with the authority to approve the same. ***The Zoning Administrator shall have the authority to revoke an issued zoning certificate or zoning approval of a building permit in accordance with Article 4, Section S.1.g.***

Article 2. Authoritative Boards and Review Agencies
E. Zoning Administrator and Administration of this Chapter.
2. No Approval Unless in Conformance with this Chapter.

All departments, divisions, officials and public employees of the City of Hagerstown which are vested with the duty or authority to issue permits or licenses shall issue no permit or license for any use, building or purpose if the same would be in conflict with the provisions of this Chapter. ***The Zoning Administrator shall have the authority to revoke an issued zoning certificate or zoning approval of a building permit in accordance with Article 4, Section S.1.g.***

Article 4. Zoning
S. Zoning Permit and Site Plan Requirements.
1. Zoning Permits

g. Zoning Permit Revocation.

A zoning certificate (including zoning approval of a building permit) may be revoked by the Zoning Administrator if the recipient of the certificate fails to develop or maintain the property in accordance with the plans submitted, the requirements of this Chapter, the list of permitted uses as found in Section Z of this Article, an approved site plan, or any other requirement lawfully imposed in connection with the issuance of the zoning certificate or zoning approval of the building permit.

The Zoning Administrator shall provide the recipient of the zoning certificate or other zoning approval ten (10) days of notice of intent to revoke the certificate and shall inform the recipient of the alleged reasons for the revocation. Such notice is not required if, in the opinion of the Zoning Administrator, the violation is an immediate threat to property or public safety. If the certificate is revoked, the Zoning Administrator shall provide the holder of the zoning certificate a written statement of the decision and the reason therefore. The holder may appeal such decision to the Board of Zoning Appeals in accordance with the procedures for administrative appeal.

Article 8. Appeals, Violations and Penalties
A. General Provisions and Penalties

7. Revocation of Zoning Approval.
Per Article 1, Section J and Article 2, Section E.2, the Zoning Administrator shall have the authority to revoke a zoning certificate or other zoning approval in accordance with the requirements of Article 4, Section S.1.g.

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2. Increasing housing choices and diversity

2.1 Adjust the building size and area per dwelling unit requirements for mansion house apartments and consider a second form of similar division to allow entire floors of buildings to be used as "over-under" flats.

Article 4. Zoning
D. Residential Districts
5. Minimum Lot area, Locational, Lot Width and Yard (Setback) Requirements.
g. **Stacked and Mansion Apartment Developments *and Over-Under Flats.***

(1) Mansion house apartments in existing buildings in locally designated historic districts in the RMED, RO and CC-MU Districts shall be permitted only under the following conditions:

~~(1)~~ ***(a)*** The building was constructed prior to October 1, 1956;

~~(2)~~ ***(b)*** The building shall be at least ~~4,500~~ ***4,000*** square feet in area; and

~~(3)~~ ***(c)*** The number of units is limited to one per ~~1,500~~ ***1,000*** square feet of floor area as reflected on Department of Assessments and Taxation assessment records.

~~(4)~~ (d) Except in the CC-MU Zoning District, the property shall be located in a locally designated historic district or in a designated landmark.

~~(5)~~ ***(e)*** ~~In the CC-MU Zoning District, these provisions shall be in addition to the minimum requirements for the size of units, based on number of bedrooms, found in Subsection E.6.a.~~ ***Units created meet the following minimum ~~square footage~~ area requirements:***

Efficiency Unit: 500 square feet.
One-bedroom Unit: 650 square feet.
Two-bedroom Unit: 800 square feet.
Three-bedroom Unit: 1,000 square feet. (Structure would also be affected by proposal 4.11 (see proposal)

(f) ***Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement.***

(2) Mansion House over-under flats in existing residential buildings in the RMED, RO and CC-MU District shall be permitted only under the following conditions:

(a) The building was constructed prior to October 1, 1956; and

(b) The building shall be at least three stories above grade in height, not including attics; and

(c) The area of the building shall be at least 2,500 square feet of floor area as reflected on Department of Assessments and Taxation assessment records, and

(d) The interior space of the building shall be so configured that the entirety of each floor shall be used for one dwelling unit (except for interior stair towers and landings); and

(e) One dwelling unit is permitted for each floor of the building (not to include basements); and

(e) Units created meet the following minimum ~~square footage~~ area requirements:

Efficiency Unit: 500 square feet.
One-bedroom Unit: 650 square feet.
Two-bedroom Unit: 800 square feet.
Three-bedroom Unit: 1,000 square feet. (Structure would also be affected by proposal 4.11 (see proposal)

(f) Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement.

(g) Over-under flats shall only be permitted in the RMED District when the property is also located in a locally-designated historic district.

Article 4 (Zoning)
Section D (Residential Districts)
Subsection 5 (Minimum Lot Area, Locational, Lot Width and Yard (Setback) Requirements)

Amend setback and lot area chart as follows:

Mansion Apartments in Existing Buildings (with 1 unit per ~~1,500~~ ***1,000*** gross square feet of floor area of the building) ***and Mansion Over-Under Flats in Existing Buildings***

Article 4 (Zoning)
Section Z (Land Use Chart)

Use	RMED	RO	CC-MU
Mansion House Over-Under Flats, subject to the requirements of Section D.5.g(2)	***P***	***P***	***P***

Article 4 (Zoning)
Section O (Off-Street Parking Requirements)
Subsection O.4 (Required Number of Parking Spaces)

Apartment dwellings — Two spaces per unit, ***except for mansion house apartment over-under flats, which shall provide 1.5 spaces per unit.*** If over 25 units….

2.2 Amend the text to allow vacant storefront space in non-conforming mixed-use buildings to be re-used as one dwelling unit, with Special Exception approval of the Board of Zoning Appeals.

4. Zoning

Section M. Maintenance, Expansion, Expiration, Confirmation and Change of Non-conforming Uses

12. Expansion of Nonconforming Residential Uses in Non-conforming Mixed-use Building. A valid and legal nonconforming mixed-use structure in any residential district where mixed-use structures are not permissible may convert the vacant ground floor commercial space to a single residential unit. Such a proposal shall be subject to review and approval of the Board of Zoning Appeals through the process set forth in the change or expansion of a nonconforming use, which shall specifically find that the proposal is not detrimental to the local community and the general welfare.

The Board of Zoning Appeals application shall include exterior building elevations illustrating how the commercial front shall be renovated to convert the appearance of the commercial area to residential in appearance consistent with the architectural design and appearance of the rest of the structure.

Should the Board of Zoning Appeals approve the application, the exterior modifications shall be completed in accordance with the approval provided by the Board, including any conditions of approval that may be required.

2.3 Amend the text to allow Rooming Houses. Delete definition of Boarding or Rooming House and add new definition of Rooming House. Add use to Article 4, Section Z and Section K, and add parking requirements to Article 4, Section O:

Article 3 - Definitions

ROOMING HOUSE – a facility with sleeping rooms to rent which contains shared bathroom and kitchen facilities in common areas of the facility for use of the residents. (Zoning)

Article 4 – Zoning
Section Z. Chart of Permitted and Special Exception Uses

Use	RH	RO	CC-MU	CG
Rooming House in existing buildings, subject to conditions in Sec. K.18	***P***	***P***		***P***
Rooming House in existing buildings outside the Smart Growth A&E District, subject to conditions in Sec. K.18			***P***	
Rooming House in existing buildings, over 16 rooming units, subject to conditions in Section K.18				***SE***

Article 4 – Zoning
Section K. Supplementary Regulations

18. Rooming Houses.

Rooming Houses shall be permitted in existing buildings in zones identified in Section Z provided the facility complies with the following conditions:

- ***a. Maximum of 16 rooming units per rooming house property, except a greater of number units may be possible in the CG district if approved by Special Exception by the Board of Zoning Appeals;***
- ***b. Maximum of 3 residents per rooming unit;***
- ***c. Minimum size of rooming units based on occupancy:***
  - ***i. Minimum of 150 square feet for one person;***
  - ***ii. Minimum of 200 square feet for two persons;***
  - ***iii. Minimum of 320 square feet for three persons;***

d. Minimum of one bathroom containing at least one toilet, at least one sink and at least one bathtub or shower per four rooming units and not more than one flight of stairs between rooming units and bathroom;
e. Cooking shall not be permitted in rooming units;
f. Minimum of one kitchen per rooming house in a common area of the facility;
g. 24-hour per day on-site supervisor representing the owner;
h. Meets off-street parking requirements for Group Quarters. The Board of Zoning Appeals shall not have the authority to grant a variance to this requirement.

Section O, Off-Street Parking Requirements

Use	Required Spaces
Group quarters, including rooming houses, dormitories, alternative living units, group homes, or halfway houses	***One space per employee on largest shift plus one space for each sleeping room or one space for each two beds, whichever is greater.***

2.4 Modify how the code handles housing for disabled populations which may include in-house professional care-giver. Intent is to bring code into better alignment with Federal and State fair housing goals for protected classes and State Code provisions regarding local zoning approval of group homes. Maximum occupancy levels for each structure shall be determined by the Fire Marshal and Chief Code Official. Off-street parking requirements shall be as proposed for Rooming Houses.

Delete 'residential facilities with in-house professional care for up to three residents with mental and/or physical disabilities' from Article 3 and Article 4, Section Z.

Add 'Group Home, Halfway House, and Alternative Living Unit' to Article 3 and Article 4, Section Z as follows:

Article 3, Definitions

Group Home, Halfway House, and Alternative Living Unit – a dwelling unit licensed with the State of Maryland in which individuals with disabilities may be provided care or treatment in a homelike environment. The Health Article of the Code of the State of Maryland provides specific parameters for these different types of congregate housing which may result in smaller numbers of residents for specific facilities and those requirements will supersede this ordinance. For the purposes of administering the Land Management Code and consistent with State code provisions, the following maximums shall apply:

1. ***An alternative living unit accommodates up to 3 residents and is deemed a single-family residence and is allowed where single-family homes are allowed.***
2. ***A small group home or halfway house accommodates up to 9 residents and is deemed to be a single-family residence and is allowed where single-family homes are allowed.***
3. ***A large group home or halfway house accommodates 10-16 residents and is deemed to be a multi-family residence and is allowed where multi-family residences are allowed.***

Article 4, Zoning, Section Z, Chart of Permitted and Special Exception Uses

Use	RMOD	RMED	RH	RO	N-MU	CC-MU	CL	C & LC	PUD

Alternative Living Unit, Small Group Home, Small Halfway House	***P***	***P***	***P***	***P***	***P***	***P***	***P***	***P***	***P***
Large Group Home or Large Halfway House			***P***		***P***	***P***	***P***	***P***	
Large Group Home or Large Halfway House – only if PUD development contains multi-family dwelling units									***P***
Large Group Home or Large Halfway House – only in pre-1956 apartment buildings	***P***								
Large Group Home or Large Halfway House – only in Mansion House apartment buildings		***P***		***P***					

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3. Expanding economic opportunity and permitting greater flexibility in the code

3.1 Permit photographers and artist studios in industrial districts, since they are service uses and/or, in a way, light manufacturing or assembly and not inconsistent with those districts, and also because the LMC already allows artist live-work space in industrial districts.

Article 4. Zoning
Z. Use Chart (listed districts are only those that are proposed to be added. None are to be removed.)

Photography Studios.					***I-MU***	***IR***	***IG***	***Conversion***	
Artist Studios	***N-MU***	***CC-MU***	***CL***	***CG***	***CR***	***I-MU***	***IR***	***IG***	***Conversion***	***LC***

3.2 Revise the definition of Brewpub to remove the ending clause 'as an accessory activity.'

Article 3 – Definitions.
BREWPUB – A pub or restaurant that brews beer on the premises, ~~as an accessory activity~~. (*Zoning*)

3.3 Add Distillery Pub and Wine Pub to use chart in same districts as Brew Pub and add definitions for each:

Article 3 - Definitions

DISTILLERY PUB – a pub or restaurant that manufactures alcoholic spirits, such as rum, vodka, gin, etc., on the premises. **(Zoning)**

WINE PUB – a pub or restaurant that manufactures wine on the premises. **(Zoning)**

Article 4 – Zoning, Section Z – Chart of Permitted and Special Exception Uses.

Use	N-MU	CC-MU	CL	CG	CR	Conv
Drinking Places and Brew Pubs, ***Distillery Pubs, and Wine Pubs*** within the Smart Growth A&E District.		P				

Drinking Places and Brew Pubs, ***Distillery Pubs, and Wine Pubs*** outside the Smart Growth A&E District	SE		SE	P	P	SE

3.4 Modify the way use separation distances are measured for multi-use properties such as shopping centers.

Article 4. Zoning, Section A. General Provisions
11. Measuring distances between Land Uses. Unless otherwise stated in this Article, when measuring required minimum distances between certain uses, that distance shall be measured on a straight line from the nearest point of the units of land on which the uses occupy. ***For single-use properties, the distance is measured on a straight line from the nearest point of the property boundaries between the uses. See below illustration. For multi-use properties, such as shopping centers, that distance shall be measured on a straight line from the nearest point of the land or building unit occupied by the use on the multi-use property.*** If any part of the ~~two properties~~ ***land or building units*** are less than the required distance, the proposed new use will not comply with the distance requirement between uses. [Administrative Note: see illustration on page 4-6.]

3.5 The following amendments widen the potential for reuse of POM zoned structures.

Article 4. Zoning
Section F. Commercial Zoning Districts
Subsection 2. Uses

b. Performance Standards
(5) Uses identified in the POM District….
(a) Not exceed 25% of the gross floor area of the building ***(except restaurants)***
(b) not exceed in the aggregate 20% of the gross floor area of a ***group of adjacent buildings under common ownership or*** a group of buildings designed and approved as a unified development ***or business park***, as designated on the approved site plan***(s) or subdivision development plan.***
(c) No change.
(d) Retail ~~and restaurant~~ uses shall not be the sole occupant of a structure.
(e) No change.

3.6 Change the "construction prior to" date in the Conversion and Local Conversion Districts from 1956 to 1977, and allow this provision in large, one-story structures.

Article 4. Zoning.
J. Overlay Zones.
2. Conversion District.
a. Purpose.
The purposes of this district are to stimulate the adaptive reuse of existing, nonresidential, multistory ***and large, one-story*** structures, to maintain and increase the City's assessable base, to expand business and employment opportunities, and to protect residential neighborhoods from excessive traffic odors, fumes, noise, and light. The Conversion District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics through the commitment to an approved development concept plan. Such structures must be in existence prior to ***March 7, 1977*** ~~October 1, 1956~~.

Article 4. Zoning.
J. Overlay Zones.
3. Local Conversion District.

e. General Requirements.
(2) The development shall be for an existing, nonresidential or mixed use structure, constructed before ***March 7, 1977*** ~~October 1, 1956~~, in which all proposed uses will be contained, except:

3.7 Include "wedding chapel" in with descriptions of religious sanctuaries.

Article 4. Zoning.
Z – Use Chart ("Use" column)
Religious sanctuaries (8131) (church, synagogue, mosque, ***wedding chapel*** etc.) with traditional accessory uses, provided all setback, parking and other regulations are met without variance or waiver and reuse of existing structures comply with setbacks.

3.8 Adjust the standard by which the vesting of a PUD plan is accomplished, since the existing vesting definition of a Planned Unit Development is overly restrictive.

Article 4. Zoning
J. Overlay Zones
1. Planned Unit Developments (PUD)
e. General Requirements for a Planned Unit Development
(5) The owners or developers must indicate that they plan to begin construction of the development within three years after final approval. If construction does not begin within three years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. If an appeal is pending on approval of a PUD, the three year clock will not start until the conclusion of the appeal process. For the purposes of this section, construction shall mean the complete sub-grade grading of ***fifty percent (50%) of*** all streets, construction of primary storm water management facilities and the connection of all required utilities to the PUD tract, ***unless some alternative definition is incorporated by the Mayor and City Council into the Ordinance rezoning the property to include a PUD Overlay.***

3.9 Increase the approval and renewal period for plans from two to three years to match changes made by the Soil Conservation District. Amendments to Chapters 209 (ESD), 213 (Stormwater Management) and 216 (Streets and Sidewalks) will also be necessary.

Article 4. Zoning
S. Zoning Permit and Site Plan Requirements.
2. Site Plan Requirements and Duration.
d. Expiration.
A site plan shall be considered void if the required permits are not secured and substantial construction accomplished within two years of the date the site plan is approved. ***A site plan shall expire in three years, unless re-approved by the Planning Commission and relevant agencies.***

Article 5. Subdivision and Land Development
C. Subdivision of Land Procedure.
6. Development Plan Approval.
c. Signature and Effective Period of Plan.
If the Planning Commission approves the Development Plan, approval of the Development Plan shall be noted by the Zoning Administrator signing and retaining as many copies as he or she may determine to be necessary for public use and record after any outstanding issues or conditions of approval are resolved by the applicant. The Zoning Administrator shall distribute signed copies to relevant agencies as set forth by Office policy. The Zoning Administrator may sign as many copies as the applicant deems necessary for their purposes. Approval of a Development Plan shall in no way constitute approval of the Final Plat.

Development Plan approval shall be effective for a period of ~~two~~ ***three*** years, and such additional ***three year*** periods as may be specifically approved in writing by the Commission.

Article 5. Subdivision and Land Development.
I. Site Plan Standards.
2. Site Plan Submission Procedure.
g. Expiration.
~~A site plan shall expire if the required permits are not secured and substantial construction accomplished within two years of the date the site plan is approved.~~ ***Site plan approval shall be effective for a period of three years, and such additional three year periods as may be specifically approved in writing by the Commission.***

3.10 Provide more flexibility in the design waiver provisions for the Planning Commission.

Article 5. Subdivision and Land Development
Section A. General Provisions

6. Modification.
Where the Commission finds that ~~extraordinary~~ ***unnecessary*** hardships may result from strict compliance with these Regulations, or where the Commission finds that ***modification of these standards is in the public interest or in the interest in achieving the best quality of development design quality,*** or ***protects*** environmentally sensitive features worthy of preservation ***that*** will ***otherwise be damaged or*** ~~be~~ destroyed, it may vary the ~~Regulations~~ ***provisions found in Sections E and G of this Article,*** so that substantial justice may be done and the public interest secured, provided that such modification will not have the effect of nullifying the intent and purpose of these Regulations.

~~A modification may be granted where the hardship is created by the physical character of the property, including irregular dimensions and topography, or by other extraordinary situation or condition of such property, or by the use or development of property immediately adjacent thereto. Personal or self-inflicted hardship shall not be considered as grounds for the issuance of a modification.~~

The applicant must establish that the request will meet one or more of the following conditions:
(a) ***Avoid an undue hardship that was not self-created and that results from the peculiar and uncommon conditions of the property;***
(b) ***Avoid a clearly unreasonable requirement that would not serve any valid public purpose;***
(c) ***Allow an alternative standard that is clearly proven by the applicant to provide equal or better results;***
(d) ***Allow a layout or improvements that would clearly be more in the public interest than what would occur if the modification were not granted;***
(e) ***Remove a requirement that is not appropriate, especially because of the small size of the proposed subdivision; or***
(f) A modification may also be granted where necessary for preservation of environmentally sensitive features.

Where a modification is granted, the Commission may attach such conditions and safeguards as are deemed necessary to protect general public interest or the character of the neighborhood, and may require a guarantee or bond to assure compliance.

3.11 Add **'**Multi-purpose arenas for sporting events, entertainment, and other assembly events' and delete 'promoters of performing arts, sports or similar events with or without facilities' and modifying where the use is permitted as follows:

Article 4, Zoning
Section Z, Chart of Permitted and Special Exception Uses

Use	CC-MU	CG	CR	*INST*	IR	IG	PUD
~~Promoters of performing arts, sports and similar events with or without facilities~~	~~P~~				~~P~~	~~P~~	
Multi-purpose arenas for sporting events, entertainment, and other assembly events	***P***	***P***	***P***	***P***			***P***

4. Setting clear expectations for the public and investors

4.1 Insertion of clarification language relating to public improvements not needing certain variance actions.

Article 4. Zoning
U. Board of Zoning Appeals - Applications, Notice, Powers and Duties.
10. Variance Exception for Public Improvements.
There are occasions ~~In a case~~ where the City of Hagerstown, Washington County Commissioners or the State of Maryland ***may enter*** ~~enters~~ into an arrangement to purchase part of a property in the furtherance of public interest (street right-of- way, park land, public building, etc.). ***When*** ~~and~~ the land remaining to the owner is less than minimum lot standards for the district in which it is located, ~~or~~ a building is left closer to a property line than would otherwise be permitted ***by setback requirements, reduction of parking spaces below current minimum standards, or the development would no longer comply with other bulk requirements of this Article (or be driven further into noncompliance)***, the property owner nor the City, County or State shall be required to apply for and obtain variances for the proposed subdivision of that land.

4.2 Improve parking design by requiring concrete or asphalt paving of parking areas in front of and on side of buildings and any parking area that is available to the general public.

Article 5. Subdivision and Land Development.
I. Site Plan Standards.
4. Landscaping Plan and Parking Area Design Requirements.
h. Parking Design and Landscape Standards.
(10) Every off-street parking area shall be developed and maintained in accordance with the following requirements:
(a) All off-street parking areas shall be paved with a stable, dust-free surface conforming to City standards or other method approved by the City Engineer. ***Any new commercial or residential driveway and/or parking area shall be improved with Asphalt, concrete, or similar solid (non- gravel) method approved by the City Engineer. When:***
(1) located to the front or side of an existing or proposed use;
(2) adjacent to a public street right of way, or
(3) the parking area is intended for the use of the public visiting such location.

4.3 Minor correction to the use chart that clarifies that apartments are permitted in existing and new buildings subject to performance requirements in Section F (Commercial Districts).

Article 4. Zoning
Section Z. Use Chart
Dwelling, ~~new construction~~ mansion house apartment and stacked apartments, ***both new construction and conversion of existing buildings,*** subject to minimum lot area requirements and criteria in Subsection F.5.b. Note: Only column filled is CL.

4.4 Change a reference to "minor site plans" to "minor subdivisions" in Article 5.

Article 5. Subdivision and Land Development.
I. Site Plan Standards.
4. Landscaping Plan and Parking Area Design Requirements.
b. Applicability.
These standards shall apply to any development or redevelopment proposals requiring approval by the Planning Commission (or by staff in the case of administrative approvals). Improvements associated with single-family residences, simplified plats, and minor ~~site plans~~ ***subdivisions*** are exempt.

4.5 Add language clarifying that a nonconforming use cannot be expanded to another property.

Article 4. Zoning
M. Maintenance, Expansion, Expiration, Confirmation and Change of Nonconforming Uses.
5. Change and Expansion of Nonconforming Use**.**
Structural alterations of a building or structure or the use of a parcel, lot or tract of land which does not conform to the provisions of this article shall be allowed only if the building or structure to be altered or the parcel, lot or tract of land to be used is in conformance with the requirements of the zoning district in which it is located.

However, upon application, the Board of Zoning Appeals may approve the structural alteration of a building or structure or the use of a parcel, lot or tract of land which is not in conformance with the provisions of this article. The cumulative effect of the alteration(s) or extension(s) shall not exceed 35% of those existing buildings or structures and parcels devoted to a nonconforming use. The 35% maximum shall be applied to new buildings and additions as related to the cumulative existing area of buildings and shall be applied to new uses of land as related to the cumulative existing area used for the specific purpose of the expansion. Parking, landscaping and other areas shall not be included in determining the 35% maximum of building and land use expansion areas, however parking areas may be enlarged by up to the same 35% figure in order to provide additional parking for the enlarged use.

No nonconforming use shall be enlarged, expanded or extended to an adjacent property on which no part of the nonconforming use is located.

4.6 Add language that prohibits accessory structures in front of the front façade of a dwelling.

Article 4. Zoning.
D. Residential Zoning Districts.
5. Minimum Lot area, Locational, Lot Width and Yard (Setback) Requirements.
The minimum lot area, lot width and yard (setbacks) requirements for residential districts shall be as stated in the following chart. Yards shall be measured and determined in accordance with the standards set forth in Subsection K.6 of this Article.

a. Bulk Requirements Chart and Regulations. See chart on following page.

b. Detached Garages and Accessory Buildings.
Private detached accessory buildings cumulatively totaling not over 900 square feet.
No detached accessory building shall be located forward of the primary front façade of any dwelling. The Board of Zoning Appeals shall not grant a variance to this requirement.

4.7 Modify definition of Earth Tone for clarity in its application in the Subdivision and Land Development Ordinance (SALDO) (Article 5).

Article 3 - Definitions

EARTH TONE *– a color scheme ~~that draws from a color palette of browns, tans, greys, greens, oranges, whites and reds. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in soil, moss, trees and rocks. Many earth tones originate from clay earth pigments~~ of muted tones* ***of natural colors found in soil, sand, moss, trees and rocks****, such as* ***shades of umber****, ochre, ~~and~~* ***sienna, cream, olive and slate.*** *(SALDO)*

Modify the SALDO Site Plan Standards for Architectural Design of Commercial Development to allow 'brighter colors may be used sparingly to accent architectural features and for signage.'

Article 5 (Subdivision and Land Development)
Section I,
Subsection 6 (4) (b).

(b) The commercial building or shopping center (including buildings located on out lots) shall be constructed of high-quality natural materials finished in low reflectance, earth tone colors and finishes. Materials may include brick, wood, stone, tinted textured concrete masonry units, architectural concrete block or other material approved by the Planning Commission. ***Brighter colors may be used sparingly to accent architectural features and for signage.***

4.8 Modify provisions for stealth-design freestanding Wireless Communication Facilities to include language regarding height provisions and to require the 'fall zone' setback as is required for non-stealth towers.

Article 4. Zoning,
Section Q. Wireless Communication Facilities (WCF)
Subsection 4. Development Standards
b. WCF, attached, or With Support Structure, of Stealth Design in Any Zoning District.

(2) Height. ~~There are no height restrictions.~~ ***A wireless communications facility constructed in a stealth application in accordance with this section shall be subject to the same height limitation as would apply to the building or structure if it were not being used to contain a telecommunications facility, unless a variance is approved by the Board of Zoning Appeals.***

(3) Setback. The setback requirement is the same as for the underlying zoning district; ***unless the stealth structure is a disguised tower or pole, camouflaged as something such as a tree, flagpole or other item not subject to a height or setback limitation imposed by this Ordinance, in which case the tower shall be setback a minimum distance from any property line equal to 125% of the proposed tower height.***

4.9 Require that each new dwelling be located on its own lot. The City Council requested that the Commission review this issue. This will require all future dwelling buildings to be on their own lot, with the possibility of individual ownership. The only circumstances that this would impact development of condominium units in any appreciable way is that it would preclude the creation of townhouse condominiums.

4. Zoning
Z. Use Chart
One dwelling, single-family detached, ***per lot***, subject to minimum lot requirements.
One dwelling, two family, ***per lot***, subject to minimum lot requirements.
One dwelling, semi-detached, ***per lot***, subject to minimum lot requirements.
One dwelling, townhouse, ***per lot***, subject to minimum lot requirements.

One dwelling, new construction mansion house apartment building, ***per lot,*** subject to minimum lot area requirements.
One dwelling, stacked apartment building, ***per lot***, subject to minimum lot area requirements.

Article 5 (Subdivision and Land Development)
Section E (Subdivision Design Principles and Standards)
Subsection 2, new item "s":

s. One Dwelling Structure Per Lot.

The Zoning Ordinance, in most cases, limits lots to containing no more than one dwelling structure per lot. This shall not preclude condominium subdivision when applicable. Consult the applicable sections of Article 4.

Renumber existing s (Open Space) and t (Rear Yards of Townhomes) according.

4.10 Increase minimum tract size required for a Planned Unit Development (PUD). With the various use mix, roadway, setback, open space and forest conservation requirements that are placed on them, it is extremely difficult to design a PUD in a 5 acre area and have a quality result.

Article 4. Zoning
Section J. Overlay Zones
Subsection 1. Planned Unit Developments (PUD).
b. Location
The PUD District may be established in the RMOD, RMED, RH, ~~CL~~, CG and CR Districts. The area proposed to be zoned as a PUD District shall have an area of at least ~~five (5) acres~~.***twenty (20) acres. However, the City shall not be precluded from considering amendments to PUD Districts that do not meet this requirement which existed before the adoption of this 20 acre minimum area requirement. The tract shall front on at least one public street that is rated by the City Engineer as a collector roadway or higher.***

4.11 Expand the current requirement for minimum floor area requirements for dwelling units (implied to be apartment units) in certain districts, to be a uniform requirement for dwelling units of all types in all places within the city where dwelling units are permitted. Insert New Section K.18 as follows. Since some districts permit "live/work space" we also added the PEP standards for minimum square footage for those type uses as well.

Article 4. Zoning
Section K. Supplementary Regulations.
New Subsection 18. Minimum Size of Dwelling Units.

18. Minimum Size of Dwelling Units.
Effective (insert effective date of amendment), every new dwelling unit of any type created or constructed within the City of Hagerstown shall comply with the following minimum requirements for finished living area:

Efficiency Unit:	***500 square feet.***
One-bedroom Unit:	***650 square feet.***
Two-bedroom Unit:	***800 square feet.***
Three-or-more bedroom Unit:	***1,000 square feet.***
Efficiency Unit with live/work space:	***1,000 square feet.***
One-bedroom Unit with live/work space:	***1,300 square feet.***

Two-bedroom Unit with live/work space: 1,600 square feet.
Three-or-more bedroom Unit with live/work space: 2,000 square feet.

Since this would be a city-wide standard, the existing references to this requirement in the CC-MU, N-MU and CL Districts would be removed from Section E.6.a and F.5.b would be removed and replaced as follows (numbered accordingly):

All new residential units shall comply with the requirements of Section K.18.

The following provisions will be added to Section B (AT District), D (Residential Districts), H (Industrial Districts), J (Overlay Zoning Districts):

Article 4. Zoning
Section B: AT (Agricultural Transition) Zoning District
New Subsection 6. (Minimum Size of Dwelling Units)

6. Minimum Size of Dwelling Units.
All new residential units shall comply with the requirements of Section K.18.

Article 4. Zoning.
Section D. Residential Districts
New Subsection 6. Minimum Size of Dwelling Units

6. Minimum Size of Dwelling Units.
All new residential units, including those in cluster developments, shall comply with the requirements of Section K.18.

Renumber the subsection on Cluster Developments from #6 to #7.

Article 4. Zoning.
Section H. Industrial Districts
New Section 9. Minimum Size of Dwelling Units.

9. ***Minimum Size of Dwelling Units.***
All new residential units, including those in cluster developments, shall comply with the requirements of Section K.18.

Renumber existing #9 (Street Graphics) to #10.

Article 4. Zoning
Section J. Overlay Districts
Subsection 1 (Planned Unit Development), new subsection i(3):

(3) Minimum Size of Dwelling Units.
All new residential units, including those in cluster developments, shall comply with the requirements of Section K.18.

Article 4. Zoning
Section J. Overlay Districts
Subsection 2 (Conversion Overlay), new subsection k

k. ***Minimum Size of Dwelling Units.***
All new residential units, including those in cluster developments, shall comply with the requirements of Section K.18.

Article 4. Zoning
Section J. Overlay Districts
Subsection 3 (Local Conversion Overlay), new subsection i(7):

(7). ***Minimum Size of Dwelling Units.***
All new residential units, including those in cluster developments, shall comply with the requirements of Section K.18.

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5. Improving resiliency from environmental hazards

5.1 Clarify the intent of the Floodplain Management Ordinance in regard to "subdivision access roads" and to increase performance standards for construction of roads, streets and driveways in floodplain areas.

Article 6. Floodplain Management Ordinance.
C. Requirements in All Special Flood Hazard Areas.
2. Subdivision Proposals and Development ***Site Plan*** Proposals.
a. In all flood zones:

(1) Subdivision proposals and ~~development~~ ***site plan*** proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

(2) Subdivision proposals and ~~development~~ ***site plan*** proposals shall have utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(3) Subdivision proposals and ~~development~~ ***site plan*** proposals shall have adequate drainage paths provided to reduce exposure to flood hazards and to guide floodwaters around and away from proposed structures.

(4) Subdivision proposals and ~~development~~ ***site plan*** proposals containing at least five lots or at least five acres, whichever is the lesser, that are wholly or partially in flood hazard areas where base flood elevation data are not provided by the Floodplain Administrator or available from other sources, shall be supported by determinations of base flood elevations as required in Subsection B.5 of these regulations.

(5) ~~Subdivision access roads~~ ***Public and private streets designed and constructed as part of the subdivision review process*** shall have the driving surface at or above the base flood elevation ***plus one foot***.

(6) ***Private streets, driveways, alleys, other vehicular access and motor vehicle parking areas designed and constructed as part of the site plan review process shall have the driving surface at or above the base flood elevation, unless a variance to the provisions of this Ordinance is approved by the Board of Zoning Appeals.***

b. In special flood hazard areas of non-tidal waters of the State:

(1) Subdivision proposals shall be laid out such that proposed building pads are located outside of the special flood hazard area and any portion of platted lots that include land areas that are below the base flood elevation shall be used for other purposes, deed restricted, or otherwise protected to preserve it as open space.

(2) ~~Subdivision access roads~~ ***Public and private streets designed and constructed as part of the subdivision review process*** shall have the driving surface at or above the base flood elevation ***plus one foot.***

(3) Private streets, driveways, alleys, other vehicular access and motor vehicle parking areas designed and constructed as part of the site plan review process shall have the driving surface at or above the base flood elevation, unless a variance to the provisions of this Ordinance is approved by the Board of Zoning Appeals.

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6. Providing suitable locations for social and medical services at intensities consistent with the character and density of the surrounding neighborhoods.

6.1 Add new Institutional (INST) zoning district to the code. The purpose of the proposed new zoning district is to provide locations, most already existing, for large-scale institutional uses to serve the community. Currently large school campuses and medical campuses exist in the city on RMOD and RMED zoned properties and the code allows new such uses to be developed on any RMOD and RMED zoned land with a special exception from the Board of Zoning Appeals. It is proposed to rezone these RMOD- and RMED-zoned large school and medical campuses in the next comprehensive rezoning to INST and then modify the use chart in Article 4, Zoning, to modify where hospitals and nursing homes are permitted for consistency with the new zone and how other similar uses are permitted in the code.

The following are the proposed changes to Section F and Section Z in Article 4 to create the INST district and to identify permitted uses in the zone.

Article 4, Zoning
Section F, Commercial Zoning Districts
1. Purpose

e. INST (Institutional). To provide locations for institutional uses to serve the community. Examples of existing large-scale institutional uses include public school campuses, hospital and nursing home properties, recreational facilities with fields, parks, professional ball stadiums, cemeteries, etc.

4. Height Limitations.
a. Height Limitation Chart

	CL	CG	CR	POM	***INST***
Height	2 stories or 35 feet	~~3 stories or 50 feet~~ ***60 feet***	60 feet	100 feet	***60 feet***

b. Special Exceptions for Height

	CG	CR	***POM***	***INST***

Maximum Permitted Height by Special Exception	6 stories or 90 feet	150 feet	***6 stories or 90 feet***	***6 stories or 90 feet***

5. Minimum Lot Area, Lot Width and Yard (Setback) Requirements
   a. Bulk Requirements Chart

Commercial District ~~***Dimension***~~ Dimensional Requirements for All Buildings Measured in Feet					
Zoning District	Front Yard Depth	Rear Yard Depth	Minimum Aggregate Width of Side Yards	Minimum Width of Side Yards	Number of Side Yards Required
CL	15	30	20	10***	2
CG	15	30	20	10***	0
CR	25	50*/**	40	20*	2
POM	15	25****	20	10****	2
INST	***15***	***25****	***20***	***10****	***2***

Notes: * 100 feet when adjoining a residential district
** 20 feet when a pad site adjoins a CR development
*** 25 when adjoining a residential district
**** where adjoining a residential district, the setback shall be one foot for each of building height, but not less than 35 feet

Article 4, Zoning
Section Z, Chart of Permitted and Special Exception Uses

Use	CG	POM	***INST***
Ambulance Services, fire protection, and police protection	P	P	***P***
Adult Day Care Services	P	P	***P***
Cemetery, columbarium and mausoleum for humans (not pet cemeteries) and crematoriums			***P***
Community Centers, including but not limited to cultural, civic, and educational centers	P		***P***
Continuing Care Retirement Community, on a minimum tract size of 20 acres			***P***
Fitness and Recreational sports centers	P	P#	***P***
Libraries	P		***P***
Commercial and private membership outdoor swimming pools, provided the pool meets the distance requirements cited in Section D.5.j.			***P***
Museums, except zoological parks	P		***P***
Primary and secondary schools, public and private, provided all setback, parking and other regulations are met without variance	P	P	***P***
Primary and secondary schools, public and private, for which setback, parking and other regulations cannot be met without variance	SE	SE	***SE***
Colleges, universities, trade and commercial schools, except primary and secondary schools	P	P	***P***
Private parks, playgrounds and community gardens			***P***
Public Administration, except correctional institutions publicly managed and privately managed	P	P	***P***
Public parks	P	P	***P***
Multi-purpose arenas for sporting events, entertainment, and other assembly events	***P***		***P***

Hospitals, including psychiatric, substance abuse and specialty hospitals	P	P	***P***
Ambulatory Health care services, with exception of outpatient substance abuse centers	P	P	***P***
Outpatients Substance Abuse Centers, including disbursement of addiction treatment drugs– 500 foot separation from other centers and 1,000 foot separation from schools	***P***	***P***	***P***
Nursing Homes, ***Assisted Living Facilities, and Rehabilitation Centers***	P	P	***P***
Promoters of Performing arts, sports and similar events with or without facilities			***P***
Religious Sanctuaries with traditional accessory uses, provided all setback, parking and other regulations are met without variance or waiver and reuse of existing structures comply with setbacks.	P		***P***
Religious Sanctuaries other than those described in previous line, or not meeting all site design requirements	P		***P***
Temporary Contractor Staging facility, subject to provisions in Subsection K.13	P	P	***P***
Temporary Uses, subject to provisions in Section R	P	P	***P***

The addition of the new INST zone will require companion changes to distribute the zone where appropriate in the other sections of Article 4 and Article 5. The following are the proposed changes:

Article 4, Zoning
Section A, General Provisions – add INST to list of zoning districts in Subsection 12(a).

Article 4, Zoning
Section I, Graphics – add INST to POM row in dimensions charts for freestanding and wall-mounted graphics – Subsection 4, a and b.

Article 4, Zoning
Section J, Overlay Zoning Districts – add INST to Subsection 2 (b) for Conversion Districts.

Article 4, Zoning
Section K, Supplementary Regulations – add INST and POM to list of districts in Subsection 17, Outdoor Storage of Inventory, Merchandise and Supplies.

Article 4, Zoning
Section Q, Wireless Communications Facilities (WCF) – add INST to list of districts in Subsection 4.f.(2)(b) and to POM row in height maximum chart in (3). In addition, add POM and I-MU to Subsection 4.f.(2)(b).

Article 5, Subdivision and Land Development Ordinance (SALDO)
Section I, Site Plan Standards

Subsection 4.j. – add INST to POM row in buffer landscape standards chart.
Subsection 6.b. – add INST column to all design and performance standard charts and use POM standard.
Subsection 11 – add INST to list of districts for buffering of outdoor storage.

6.2 Modify how the code handles hospitals and nursing homes. Intent is to remove RMOD and RMED as permitted locations for such uses, since the new INST zone would incorporate the existing large RMOD/RMED parcels that currently contain hospitals and nursing homes and small parcels or mid-neighborhood parcels would not be suitable for such high intensity uses.

Article 4, Zoning
Section Z, Chart of Permitted and Special Exception Uses

Use	AT	RMOD	RMED	RH	RO	N-MU	CC-MU	CL
Hospitals, including psychiatric, substance abuse and specialty hospitals		~~***SE***~~	~~***SE***~~	SE	~~***SE***~~		~~***P***~~	~~***SE***~~
Nursing Homes and ~~residential care facility for the elderly~~ ***Assisted Living Facilities***		~~***SE***~~	~~***SE***~~	~~***SE***~~ ***P***	~~***P***~~		~~***P***~~	~~***SE***~~

Use	CG	CR	POM	***INST***	I-MU	IR	IG	Conv	LC	PUD
Hospitals, including psychiatric, substance abuse and specialty hospitals	P	***P***	P	***P***	P					
Nursing Homes and ~~residential care facility for the elderly~~ ***Assisted Living Facilities***	P	***P***	P	***P***	P					

6.3 Modify how the code handles social and medical services for disabled populations. Intent is to bring code into better alignment with Federal and State laws for protected classes. Proposed new medical services would be allowed where nursing homes are allowed and vocational centers would be allowed where light assembly is allowed. Maximum occupancy levels for assisted living facilities and rehabilitation centers shall be determined by the Fire Marshal and Chief Code Official.

Delete 'transitional residential facilities with in-house professional care for up to three transitional residents being treated for substance abuse issues' from Article 3 and Article 4, Section M and Article 4, Section Z.

Delete 'residential care facility for the elderly' and 'social assistance – services for the elderly and persons with disabilities' from Article 4, Section Z.

Delete 'assisted living facility for the elderly and/or disabled' in Article 3.

Add ***'assisted living facility'*** and ***'rehabilitation center'*** and ***'outpatient substance abuse centers, including disbursement of addiction treatment drugs'*** and ***'adult day care with vocational centers'*** to Article 3 and Article 4, Section D, Section M, Section O, and Section Z as follows:

Article 3, Definitions

Assisted Living Facility – a residential care facility for 10 or more persons licensed by Maryland Department of Health that provides housing and supportive services, supervision, personalized

assistance, and/or health-related services to meet the needs of residents who are unable to perform or need assistance in performing activities of daily living.

Rehabilitation Center – an in-patient rehabilitation center with specialized therapeutic programs to assist patients achieve the necessary functional independence to return home, usually following an acute medical or surgical hospitalization, including detox for substance addiction.

Outpatient Substance Abuse Center, including disbursement of addiction treatment drugs – an outpatient medical office for counselling and treatment of substance abuse, which may include disbursement of addiction treatment drugs.

Adult Day Care with Vocational Center – a facility providing day care for functionally impaired adults in a protective setting for periods of less than 24 hours per day which includes a vocational center for its clients.

Article 4, Section D, Residential Zoning Districts
5. Minimum Lot area, Locational, Lot Width, and Yard (Setback) Requirements.

Add the following to the chart:

	Lot Area	Lot Width	Lot Area Per DWU	Front Yard Depth	Rear Yard Depth	Min. Aggreg. Width of Side Yards	Min. Width of Side Yards	Number of Side Yards Required
Nursing home, Assisted Living Facility, and Rehabilitation Center	***1 acre***	***N/A***	***N/A***	***25 ft***	***50 ft***	***20 ft***	***10 ft***	***2***

Article 4, Section M, Maintenance, Expansion, Expiration, Confirmation and Change of Non-conforming Uses

Subsection 7, Change of Non-conforming Use to Another Use.

. . . The Board of Zoning Appeals is prohibited from changing a nonconforming use to any of the following uses:

~~i. Transitional Housing for Persons being Treated with Substance Abuse Issues~~
i. ***Nursing Home***
j. Outpatient Substance Abuse Centers, including disbursement of addiction treatment drugs
k. Hospitals, including psychiatric, substance abuse and specialty hospitals
l. Assisted Living Facility
m. Rehabilitation Center

Article 4, Section O, Off-Street Parking Requirements

Use	Required Spaces
Assisted Living Facility	One space for every ~~***three***~~ ***four*** beds plus one space per employee on largest shift
Nursing Homes	~~One space per 400 square feet of floor space~~ ***One space for every four beds plus one space per employee on largest shift***

Hospitals	~~One space per 1,000 gross square feet plus visitor parking as determined by the Planning Commission~~ ***4 spaces per bed.***
Rehabilitation Center	***One space for every four beds plus one space per employee on largest shift***
Outpatient Substance Abuse Centers, including disbursement of addiction treatment drugs	***The greater of four spaces per practitioner or one space per 200 square feet of net floor area. For any use established after the adoption of this provision, when by the conduct of the use large numbers of clients will arrive on site at the same time for regular administration of addiction treatment medications, the provider shall demonstrate to the Zoning Administrator that there is adequate parking supply to serve their clients.***

Article 4, Section Z, Chart of Permitted and Special Exception Uses

Use	RH	RO	N-MU	CC-MU	CL	CG	CR	POM	***INST***
Nursing Home, ***Assisted Living Facility, and Rehabilitation Center***	~~***SE***~~ ***P***	~~***P***~~		~~***P***~~	~~***SE***~~	P	***P***	P	***P***
Outpatient Substance Abuse Centers, including disbursement of addiction treatment drugs						***P***	***P***	***P***	***P***
Adult day care with vocational center				***SE***				***SE***	

Use	I-MU	IR	IG	Conv
Nursing Home, ***Assisted Living Facility, and Rehabilitation Center***	P			
Outpatient Substance Abuse Centers, including disbursement of addiction treatment drugs	***P***			
Adult day care with vocational center	***SE***	***P***	***P***	***P***

6.4 Add 'Continuing Care Retirement Community' to Article 3 and Article 4, Section Z as follows:

Article 3, Definitions

Continuing Care Retirement Community – a retirement community with accommodations for independent living, assisted living and nursing home care, offering residents a continuum of care. All of the dwelling units and care facilities are typically owned by the provider. As a campus environment of varying levels of "step up" care or living, dwelling units for independent living within the campus shall not be required to be on individual fee-simple lots.

Article 4, Zoning
Section Z, Chart of Permitted and Special Exception Uses

Use	RH	***INST***	PUD
Continuing Care Retirement Community, on minimum tract size of 20 acres	***P***	***P***	***P***

7. Streamlining the process and clean-ups to the code

7.1 Remove the requirement for the zoning map to be recorded in the land records of the courthouse. Justification: This has never been done to our knowledge and is not required by State law.

Article 4. Zoning
A. General Provisions
8. Establishment of Districts, Filing of Map and Ordinance.

a. Districts. The city is hereby divided into zones, or districts, as shown on the official Zoning Map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this Chapter.

b. **Map and Ordinance.** The official Zoning Ordinance and Map shall be filed in the office of the City Clerk for the City of Hagerstown, Maryland, among the official records ***of the City.*** ~~and shall be recorded among the plat records in the office of the Clerk of the Circuit Court for Washington County, Maryland, and among the Acts, ordinances and resolutions (incorporated towns) in the office of the Clerk of the Circuit Court for Washington County, Maryland.~~

7.2 Add 'or she' or 'or her' to any reference to the administrator of the ordinance, City Administrator, chairman, or property owner where currently only "he" or "his" are used.

Article 4, Zoning
Section T, Historic Review – add 'or her' to 4.c.(2)(c)
Section U, Board of Zoning Appeals – Applications, Notice, Powers and Duties – add 'or her' to 1.d. and 3; add 'or she' to 4.a

Article 5, Subdivision and Land Development Ordinance (SALDO)
Section H, Required Dedication of Expanded and Planned Street Right-of-Way – add 'or her' to 1.

7.3 Change references to "preliminary development plan" to "development plan" to be consistent with the standard labels the City uses, and to be consistent with Article 5.

Article 7. Forest Conservation
C. Forest Stand Delineation.
1. Criteria.

a. When Submitted. A forest stand delineation shall be submitted before ~~preliminary~~ subdivision ***development plan*** ~~plat~~ or site plan approval, and before the issuance of any grading permit, sediment control plan approval or any other permit is issued for a regulated activity.

Article 7. Forest Conservation.
D. Forest Conservation Plan.
2. Preliminary Forest Conservation Plan.

a. Qualified Professional. A preliminary forest conservation plan shall be prepared by a licensed forester, a licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01B.

b. Components. A preliminary forest conservation plan shall be submitted with the ~~preliminary plan of~~ subdivision ***development plan*** or plan for a regulated activity and shall be considered complete if it includes the following components: Editor's note: components omitted.

c. When Submitted. The review of the preliminary forest conservation plan shall be concurrent with the review of the ~~preliminary~~ site plan ***or subdivision development plan.***

7.4 Increase the Forest Conservation noncompliance penalty from 30 cents per square foot to 50 cents per square foot. Justification: Fee in lieu is now greater than the penalty rate. Should be the opposite. Amount has not been increased since the Ordinance was adopted.

Article 7. Forest Conservation.
A. General Provisions.
3. Application, Exemption and Declaration of Intent.
c. Declaration of Intent.

(4) The Planning and Code Administration Department may require a person failing to file a declaration of intent or found in noncompliance with a declaration of intent to:

(a) meet the retention, afforestation and reforestation requirements established in this Article;

(b) pay a noncompliance fee of ~~$0.30~~ ***$0.50*** per square foot of forest cut or cleared under the declaration of intent;

7.5 Change the term "graphic" to "sign" in the Article 3 and 4. Justification: Use of term 'graphic' is too confusing and most in the industry use the term 'sign.'

7.6 Amend the definitions of "triplex" and "quadraplex" in Article 3 to reduce confusion with the definition of "townhouse".

Article 3. Definitions

DWELLING, TRIPLEX – A building containing three dwelling units arranged or designed each with its own outside entrance and each separated by a party wall or walls extending vertically from the ground to the roof. ***Unlike townhouses, which also permit structures with as few as three units, triplex dwellings may be arranged in quadrants, dividing a rectangular or square shaped building, whereas townhouses are arranged side-by-side. Triplexes are referred to only in provisions for cluster subdivisions. Blocks of three-unit townhouses shall not be interpreted as triplex dwellings in zoning districts where townhouses are permitted.*** *(Zoning)*

DWELLING, QUADRAPLEX – A building containing four dwelling units, each with its own outside entrance and each separated by a party wall or walls extending vertically from the ground to the roof. ***Unlike townhouses, which also permit structures with as few as four units, quadraplex dwellings may be arranged in quadrants, dividing a rectangular or square shaped building, whereas townhouses are arranged side-by-side. Quadraplexes are referred to only in provisions for cluster subdivisions. Blocks of four-unit townhouse buildings shall not be interpreted as quadraplex dwellings in zoning districts where townhouses are permitted*** (*Zoning*)

7.7 Create signature block templates for planning staff signature of development plans, sketch plans and site plans in the appendix of Article 5.

Article 5. Subdivision and Land Development
Appendix

Sketch Plan:
Reviewed by the Hagerstown Planning Commission on (insert date) and authorized to proceed to development plan or site plan phase of review, subject to any conditions set forth in the minutes of the

Planning Commission and reflected in notations here-on. Review at this stage of development is conceptual. As such, approval of a sketch plan does not convey any vesting rights. The City of Hagerstown and other review agencies reserve the right to raise issues or concerns not detected in this sketch plan review.

FOR THE HAGERSTOWN PLANNING COMMISSION

_____ _____

Date ***(Insert Name)***
Planning and Code Administration Department

Development Plan:

Certificate of Approval. ***The Development Plan for Subdivision shown hereon complies with the Subdivision and Land Development Ordinance for the City of Hagerstown, Maryland, and other applicable provisions of the Land management Code, with the exception of such variances, if any, as noted on this Plat and in the minutes of the Hagerstown Planning Commission and/or Board of Zoning Appeals. This approval is valid for three years from date of signature, and may be renewed by the Planning Commission in accordance with the provisions of the Land Management Code. This plan shall be void should requisite permits not be obtained and substantial construction occur within two years of the date of signature.***

All work shall be in accordance with this plan. Should the developer find need to deviate from this approved plan, the developer shall contact Planning staff for a determination whether the work is minor and can be approved by staff, or if the work is substantial enough to require revised plans and possible re-approval by the Planning Commission.

FOR THE HAGERSTOWN PLANNING COMMISSION

_____ _____

Date ***(Insert Name)***
Planning and Code Administration Department

Site Plan:

Certificate of Approval. ***The site plan shown hereon complies with the Subdivision and Land Development Ordinance for the City of Hagerstown, Maryland, and other applicable provisions of the Land management Code, with the exception of such waivers or variances, if any, as noted on this Plat and in the minutes of the Hagerstown Planning Commission and/or Board of Zoning Appeals. This approval is valid for three years from date of signature, and may be renewed by the Planning Commission in accordance with the provisions of the Land Management Code. This plan shall be void should requisite permits not be obtained and substantial construction occur within three years of the date of signature.***

All work shall be in accordance with this plan. Should the developer find need to deviate from this approved plan, the developer shall contact Planning staff for a determination whether the work is minor and can be approved by staff, or if the work is substantial enough to require revised plans and possible re-approval by the Planning Commission.

FOR THE HAGERSTOWN PLANNING COMMISSION

_____ _____

Date ***(Insert Name)***
Planning and Code Administration Department

7.8 Require PDF plans of the final approved site plans, and of final as-built conditions.

Article 5. Subdivision and Land Development
I. Site Plan Standards
2. Site Plan Submission Procedure
New subsection h:

h. ***PDFs of Plans Required.***
The developer shall provide to the City electronic PDF copies (or other format acceptable to the City) of the plans as approved by the Planning Commission, and upon completion of the project, such copies of as built conditions as may be required by the City.

~~h.~~ ***i.*** **Properties in Violation at Time of Application or Processing.**

7.9 Provide more direct reference to the landscaping standards found in Article 5, Section I regarding landscaping of fences adjacent to public streets.

Article 4. Zoning
K. Supplementary Regulations
1. Fences and Walls
c. Buffers Required When Adjacent to Public Streets.
Fences or walls constructed in a commercial or industrial district adjacent to a public street shall provide a perimeter roadside buffer in accordance with Section S of this Article and Article 5, Section I.***4.h(8).*** , and the appropriate buffer shall be located outside the perimeter of the fence. The Planning Commission has the authority to reduce or eliminate the buffer requirement outside of the fence based on individual and unique circumstances.

7.10 Cross reference the requirements of the site plan standards to improvements proposed as part of a development plan.

Article 5. Subdivision and Land Development
E. Subdivision Design Principles and Standards
2. Street Layout and ***Subdivision*** Design
u. Applicable Use of Site Plan Standards
When a subdivision development plan serves as a site plan for improvements to lots, the applicable provisions of Section I shall be applied to the design of such improvements and incorporated into the development plan.

7.11 Correct notation editing errors for RO and POM uses in use chart. This corrects past editorial error.

Article 4. Zoning
Z. Use Chart

Administrative Support Services -	Add asterisk after the P in the RO District column
Hair Nail and Skin Care Stores -	Add hashtag after the P in the POM District column

7.12 Add car rental facilities to the design standards for car sales facilities. Justification: Add reference to rentals in performance criteria implied in the use chart.

Article 4. Zoning
F. Commercial Zoning Districts
2. Uses
b. Performance Standards
(8) An automobile and/or truck sales and/***or rental*** facility shall:
(a) No change.

(b) No change.
(c) No change.
(d) No change.
(e) Add to the end ***Automobile and/or truck rental, and the sale of recreational vehicles and/or boats shall not be permitted in the CL District.***
(f) No change.

7.13 The terms "sketch plan" and "concept plan" are used throughout the Code interchangeably. Review the entire Land Management Code and make references to sketch plans apply only to the development review process and concept plan as only an exhibit in a zoning or rezoning application.

Article 3, Definitions
MASTER PLANNED PROJECT – change 'concept plan' to 'sketch plan'

CONCEPT PLAN – a preliminary concept plan of the proposed development or use showing the developer's desires in regard to the future development or use of land for consideration during review of a proposed rezoning, overlay district, or special exception. (Zoning)

SKETCH PLAN – add (Zoning and) to existing end reference to applicable article.

Article 4, Zoning
Section E, Mixed Use Districts – change 'concept plan' to 'sketch plan' in Subsection 10.i.

Section J, Overlay Zoning Districts – change 'sketch plan' to 'concept plan' in Subsection f (1).

7.14 Minor clarification of a section title to emphasize that bulk requirements in this section include maximums.

Article 4. Zoning,
Section E. Mixed Use Districts
5. Minimum ***and Maximum*** Bulk Requirements Chart

7.15 Minor clarification of the charts for thresholds of afforestation and conservation to align with State Code. In comparing our Ordinance with the State model, the State model calls out medium density residential areas separately. This has never been carried separately in our ordinance, but it is advisable to be seamless with the State model ordinance.

Article 7. Forest Conservation,
Section F. Afforestation
Subsection 1.a. Threshold Ratios. (Text omitted. Change only to chart).

	Category of Use	Afforestation Threshold Percentage
(1)	Agricultural and resource areas	20%
(2)	***Medium density residential areas***	***20%***
~~(2)~~ ***(3)***	Institutional development areas	15%
~~(3)~~ ***(4)***	High-density residential areas	15%
~~(4)~~ ***(5)***	Mixed-use and planned unit development areas	15%
~~(5)~~ ***(6)***	Commercial and industrial use areas	15%

Article 7. Forest Conservation,
Section G – Reforestation

Subsection 1.b. Reforestation for Cutting Below Threshold. (Text omitted. Change only to chart).

	Category of Use	Conservation Threshold Percentage
(1)	Agricultural and resource areas	50%
(2)	***Medium density residential areas***	***25%***
~~(2)~~ ***(3)***	Institutional development areas	20%
~~(3)~~ ***(4)***	High-density residential areas	20%
~~(4)~~ ***(5)***	Mixed-use and planned unit development areas	15%
~~(5)~~ ***(6)***	Commercial and industrial use areas	15%

These changes have been presented to the Maryland Department of Natural Resources, and they have provided their concurrence that these changes are consistent with State Law.

7.16 Clarify the use chart use of NAICS code that automobile sales includes new and used cars, trucks, RVs, boats, motorcycles, snowmobiles and similar vehicles. NAICS reference currently refers only to new car sales.

Article 4 (Zoning),
Section Z (Use Chart)

Use
Automobile and truck sales, subject to performance standards found in Subsection F.2.b(8) ~~(441110),~~ ***(4411 & 4412)***, including ***motor vehicle*** rental or leasing when a principal use. Storage of ***for-sale inventory and*** rental fleets shall be calculated separate from ***requirements for*** customer and employee parking.

7.17 Provide direction on what the buffer landscape standard should be when a property is adjacent to the municipal boundary and County zoned property.

Article 5 (Subdivision and Land Development),
Section I (Site Plan Standards),
Subsection 2.j (Buffer Landscape Standards):

Add an asterisk note after the header "Adjacent Zoning:" that states:

When adjacent to the municipal boundary, apply the City's zoning district that is comparable to the adjacent zoning outside of the municipal boundary.

7.18 Restructure the fence regulations in the Zoning Ordinance for clarity. There are sections below that were unchanged, but were moved around within this structure to accomplish a more logical flow.

Article 4 (Zoning)
Section K (Supplementary Regulations)
Subsection 1 (Fences and Walls)

1. Fences and Walls.

No fence or wall shall be constructed without first securing a zoning certificate from the Planning and Code Administration Department. The applicant shall submit a plan for the fence for review of the zoning certificate application. ***The following standards shall apply:***

a. **Visibility at Intersections.** (NOTE: Expanding outline format. Assigning "a" is new.)

With respect to corner lots, no ~~No~~ fence, wall, gateway, ornamental structure, hedge, shrubbery and other fixtures, construction or planting shall exceed three (3) feet ***in height in either direction back from the street corner (measured from the intersection of the street rights of ways) for a distance of 25 feet. This restriction applies to all corner lots in all zoning districts where front yards are required.*** ~~in height above the elevation of the nearest curb on a corner lot in all districts where front yards are required for a distance of 25 feet along both the front and side lot lines, measured from the point of intersection of the intersecting lot lines~~.

b. **Height and Setback.** (NOTE: Expanding outline format. Assigning "b" is new.)

The following maximum height limitation shall be applied to fences ~~that may be located within building setbacks~~. *[ADMINISTRATIVE NOTE: The letters in each box shown in parentheses correspond to notes and requirements in subsections shown below and on the following two pages.]*

District	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)
Residential Zoning Districts *[ADMINISTRATIVE NOTE: see illustration on next page]* Not provided in this package.	3 ***feet*** ~~(a)~~ ***b(1)***	6 ***feet*** ~~(a) (h)~~ ***b(1) and b(4)***	6 ***feet*** ~~(a) (h)~~ ***b(1) and b(4)***
Residential Uses in a Mixed-Use District	3 ***feet*** ~~(a)~~ ***b(1)***	6 ***feet*** ~~(a) (h)~~ ***b(1) and b(4)***	6 ***feet*** ~~(a) (h)~~ ***b(1) and b(4)***
Commercial Zoning Districts	Not Permitted ~~(c)~~ ***c.2***	8 ***feet*** ~~(b)~~ ***c(1)***	8 ***feet*** ~~(b)~~ ***c(1)***
Commercial and Industrial uses in a Mixed-Use District	Not Permitted ~~(c)~~ ***c.2***	8 ***feet*** ~~(b)~~ ***c(1)***	8 ***feet*** ~~(b)~~ ***c(1)***
Industrial Zoning Districts, Including the I-MU District	10 ***feet*** ~~(c)~~ ***c.2***	10 ***feet*** ~~(b)~~ ***c(1)***	10 ***feet*** ~~(b)~~ ***c(1)***

~~a.~~ ***(1)*** **Residential Districts *and Residential Uses in Mixed Use Districts.***

(a) When a residential property in a residential zoning district fronts more than one public street, ~~a~~ ***the*** frontage on ~~a~~ ***the*** side street ***and/***or street to the rear shall be treated as a side or rear setback for the purpose of fence location, provided ~~that~~ the fence is not ~~located~~ ***installed*** closer to the principal frontage along the side street than the rear façade of the dwelling.

This provision shall not apply when the side street or street to the rear is of a higher functional classification than the principal frontage, as determined by the City Engineer. ***In such cases, the front yard fence limitations shall continue to apply.*** (Administrative note: See illustration to be provided).

(b) Front yard fences shall be constructed only of decorative metal, wood picket, ***vinyl picket*** or composite picket construction, with the spaces between the pickets being at least as wide as the pickets.

(c) Chain link, wire, ~~vinyl~~, paddock, and post and rail fences are specifically prohibited ~~in front yards~~. ***within 25 feet of a street right of way.*** On residential properties, chain link fencing shall be limited to no more than four

feet in height in side and rear yards. Barbed wire fences are prohibited. The Board of Zoning Appeals shall not grant variances to the requirements of this paragraph.

(2) **Entrance Features.**

Fences or walls which serve as entrance features to subdivisions or developments shall be limited to four feet in height.

(3) **Specialty Features.**

Specialty fences of a specific and unique purpose, typically not associated with a property boundary, may exceed the height limits of a particular zoning district, subject to Planning Commission approval of the fencing plan as part of the Site Plan or Subdivision Plan approval. Fences of this type may include, but are not limited to, those associated with athletic fields, tennis courts, swimming pools, commercial and industrial storage areas, ***fencing surrounding telecommunications facilities,*** and noise attenuation walls.

(4) **When Adjacent to More Intense Uses.**

(a) When a property in a residential or mixed-use zoning district used for residential purposes adjoins a CG, CR, POM, INST or I-MU district or adjoins a non-conforming commercial or industrial use similar in character to what would be permitted in the CG, CR, POM, ***INST*** or I-MU District, the fence in a side or rear yard may be eight feet in height. No landscaping outside the fence shall be required.

(b) When a property in a residential or mixed-use zoning district used for residential purposes adjoins an IR or IG zoned property or adjoins a non-conforming commercial or industrial use similar in character to what would be permitted in the IR or IG Districts, the fence in the side or rear yard may be ten feet in height. No landscaping outside of the fence shall be required. Such fence shall comply with the required front yard setback.

(5) ***Setbacks for Retaining Walls.***

See subsection e, below.

c. ***Buffers.***

~~b.~~ ***(1)*** **When Adjacent to Less Intense Districts.**

~~Where a property~~ ***When properties*** in the commercial, mixed use or industrial districts is adjacent to a residential district (and in industrial districts when the property is adjacent to a commercial or mixed use district), landscaping shall be provided in accordance with Section S of this Article and Article 5, Section I~~, and the~~ ***The*** appropriate buffer shall be located outside the perimeter of the fence. The Planning Commission has the authority to reduce or eliminate the buffer requirement outside of the fence based on individual and unique circumstances.

~~c.~~ ***(2)*** **Buffers Required When Adjacent to Public Streets.**

Fences or walls constructed in a commercial or industrial district adjacent to a public street shall provide a perimeter roadside buffer in accordance with Section S of this Article and Article 5, Section I~~, and the~~ ***The*** appropriate buffer shall be located outside the perimeter of the fence. The Planning Commission has the authority to reduce or eliminate the buffer requirement outside of the fence based on individual and unique circumstances. NOTE: Illustration to be provided.

~~f.~~ ***d.*** ***Construction Standards and*** **Materials.**

Fences shall be constructed of materials specifically designed and manufactured for fencing purposes.

(1) ***Fences shall be constructed of materials specifically designed and manufactured for fencing purposes.***

~~(1)~~ ***(2)*** Barbed wire is not permitted in or adjacent to residential, mixed use and commercial districts. Barbed wire fences are permitted in industrial districts provided the barbed wire is installed on top of a fence that is at least six feet in height.

~~(2)~~ ***(3)*** See Subsection K.1.a of this section regarding limitations on materials for fences in front yards in residential districts.

~~(3)~~ ***(4)*** The finished side of any fence shall face outward towards surrounding public street rights-of-way, public parks and public school properties.

~~g.~~ ***e.*** ~~**Safety Fences on Retaining Walls.**~~ **Retaining Walls and Safety Fences Thereon.**

(1) **Setbacks.** In order to ensure that a retaining wall can be maintained or repaired without trespass onto adjacent property, when a retaining wall is constructed on a property that contains or is planned to contain a use other than a single-family dwelling, single-family semi-detached dwelling or two-family dwelling, and the wall faces away from the property, the wall shall be set back as follows:

Wall height:	24 to 48 inches above adjacent grade:	3 feet.
	More than 48 inches above adjacent grade	6 feet.

(2) ***Safety Fences on Retaining Walls. The provisions of this subsection regarding fences shall not*** ~~***apply***~~ ***be applied to those installed above retaining walls that are without integral safety railings or where safety railings are set back from the top of the wall by a minimum of three feet. However, safety railings made of fence materials shall comply with limitations on materials found in this subsection.***

7.19 Update the name of the relevant section of the State Code pertaining to annexations, which was revised in recent years.

Article 4 (Zoning)
Section A (General Provisions)
Subsection 13 (Newly Annexed Areas)
13. **Newly Annexed Areas.**

a. **Shall Be Assigned Zoning Classification.** All areas annexed to the City of Hagerstown after the effective date of this Ordinance shall be zoned in accordance with

the applicable resolution pertaining thereto as duly adopted by the Mayor and Council in accordance with the then applicable provisions of the Annotated Code of the Public General Laws of Maryland, ~~Article 23A entitled, "Corporations – Municipal, Section 19, Annexation."~~ ***Local Government Article, Subsection 4-401 through 4-416 (Annexation).***

7.20 Create provisions for the Planning Commission to review and approve the commitment of land in City jurisdiction to meet the retention or reforestation needs of County or State forest conservation plans, and to require Planning Commission review of plans for public work that will clear City-approved forest conservation areas.

Article 7. Forest Conservation
Section A. General Provisions
Subsection 3. Application, Exemption ~~and~~ Declaration of Intent ***and Consideration of Non-City Forest Conservation Plans affecting Lands Within City Jurisdiction***.

d: Consideration of Non-City Forest Conservation Plans affecting Lands Within City Jurisdiction.

(1) When a development that is outside of the City is proposed to include dedication of lands within the corporate limits of the City of Hagerstown for forest conservation retention or reforestation, the plan shall be submitted to the Hagerstown Planning Commission for review and approval. The Planning Commission may reject the proposal if it finds that the proposal will interfere with the logical development of the balance of the property or surrounding lands, will not be the highest and best use of land, will be inconsistent with the policies and goals of the Hagerstown Comprehensive Plan, or it will remove from potential development lands the City views as valuable for economic development purposes. The Planning Commission may solicit the comments and opinions of adjacent property owners, the Department of Community and Economic Development and any other agency or organization the Commission identifies as having potential pertinent views on the proposal. Should the Commission approve such a plan, it may impose conditions necessary to protect the public interest from the City's perspective.

(2) Should the County or State propose a public works project that will impact a property that is subject to a City-approved forest conservation plan, the new plan shall be submitted to the Hagerstown Planning Commission for review and approval. The plan shall contain proposals to offset any forest conservation measures lost by the proposal. Should the Planning Commission approve the proposal, the forest conservation plan file for the subject property shall be updated to reflect the approved change.

7.21 Add definition for "private street" to make clear distinction from the driveway of an apartment complex and a driveway through a shopping center that serves as a frontage road. The prohibition on Private Streets would remain.

Article 3. Definitions

STREET, PRIVATE – A street privately owned and maintained that is used as the principal means of access to abutting lot or lots or more than two dwellings on a lot which a private way is exclusively located. The driveway network within a commercial development (including those traversing multiple properties with shared access and maintenance responsibilities), driveways through parking lots and driveways through multiple family dwelling developments shall not be considered a private street. (Zoning and Floodplain)

7.22 Add a new third sub-definition to the existing definition of "Adult Entertainment Business" to include live performance venues and regulate this use the same as other adult uses within the existing limitations of the Ordinance.

Article 3 – Definitions,
Definition of "Adult Entertainment Business":

3. A theater, concert hall, auditorium, or similar establishment characterized by activities which involve "specified sexual activities" and/or "specified anatomical areas" (as defined by this Article) engaged in by performers in live performances. (Zoning)

7.23 In review of appropriate locations for Group Homes, Halfway Houses, and Alternative Living Units, staff discovered some errors and oversights from prior amendments on how the Use Chart in Article 4, Section Z handles the distribution of residential uses and mixed-use buildings. The follow proposal makes the appropriate corrections.

Article 4, Zoning
Section Z, Chart of Permitted Uses and Special Exception Uses

	RMED	RO	RH	CC-MU	N-MU	CL	C	LC	PUD
Mixed-Use Buildings of Commercial & Residential Uses		*P*	SE	*P@*	*P@*	P	*P*	*P*	*P*
Dwelling, Single-family, subject to minimum lot requirements	P	P	P	P@	P@	P	~~P~~	~~P~~	
Dwelling, Two-family, subject to minimum lot requirements	P	P	P	P@	P@	P	~~P~~	~~P~~	
Dwelling, townhouse, subject to minimum lot requirements	P	P	P	P@	P@		*P*		
Dwelling, mansion house apartments in an existing building, subject to performance requirements cited in Subsection D.5.g.	P*	P*		P*					
Dwelling, new construction mansion house apartment, subject to minimum lot area requirements		P		P@	P@	P	~~P~~	~~P~~	

8. Updating Sign regulations to be consistent with Supreme Court direction

SECTION 3 – SIGNS – see attached

9. Comprehensive Code Review and Correction of Cross Referencing

The breadth of the changes proposed in this package has the potential to create cross-referencing disconnects. In an Ordinance to Adopt, the Mayor and Council will need to direct Staff to make non-substantive corrections and changes to existing cross-references to ensure these changes do not create disconnects in the continuity and cross referencing of the document.

LAND MANAGEMENT CODE
2018 COMPREHENSIVE UPDATE PROPOSALS
REVISION OF SIGNS SECTION

October 24, 2018

Introduction and narrative in normal black type.
Existing text to be unchanged in normal blue type.
~~Existing text to be deleted in normal blue strikeout.~~
Proposed new text in blue bold italics.

This proposal is for the comprehensive revision of Section I of the Zoning Article to address recent legal decisions on sign regulations that are based on content, and to make other "housekeeping" adjustments to this Section.

Justification: It appears that the City's regulations on signage would not withstand a legal challenge on the basis of a recent United States Supreme Court decision (*Reed v. Town of Gilbert, Arizona*). Code Enforcement has not been enforcing our regulations on temporary signage until we can adopt "Gilbert-compliant" revisions.

The amendments proposed herein are mostly drawn from Gilbert's amendments to their own sign code after having lost a defense of their previously existing ordinance in the U.S. Supreme Court. A one sentence summary of the decision could be described as "regulation of signage can focus on size, number, and other non-message issues, but cannot in any substantial way address content." A sign in someone's front yard saying "protect the First Amendment" must be treated the same as a real estate sign posted advertising the property for sale. The Town of Gilbert's new sign code is extensive (about 50 pages). Hagerstown does not have the resources to administer a 50-page sign code. The below suggested amendments are a consolidation of their adopted changes to fit within Hagerstown's needs and ordinance structure.

At the Commission's direction, all references to 'graphics' shall be changed to 'signs.'

Article 4. Zoning
I - ~~Graphics~~. ***Signs.***

New Subsection 1 – Purpose and Intent

> ***It is the purpose of this Section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this Section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of signs that may adversely impact aesthetics and traffic and pedestrian safety. These signs regulations are designed to serve substantial governmental interests such as traffic safety, enhancement of the beauty of the landscape and the unique character of the City's commercial, mixed-use and residential areas, protect and increase property values within the City, protect the general public from damage and injury which may be caused by the faulty and uncontrolled construction of signs and to safeguard pedestrians and motorists of the City from damage or injury caused by the distractions and obstructions which are caused by improperly situated signs.***
>
> ***In order to preserve and promote the City of Hagerstown as a desirable community in which to live, visit, work, play and do business, a pleasing, visually attractive and safe environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. Further it continues to be the purpose of this Section to promote optimum conditions for serving signs owners' needs and respecting their rights to identification while balancing the aesthetic and safety interests of the community. The regulation of signs within the City of Hagerstown is necessary and in the***

public interest, and these regulations have been prepared with the intent of enhancing the visual environment of the City and promoting its continued well-being, and are intended more specifically to address:

a. Aesthetics. Maintain and enhance the unique character, aesthetic environment, and quality of the City of Hagerstown, that will attract commerce, businesses, economic development, residents and visitors; to preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the City; and to assure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs.

b. Traffic and Pedestrian Safety. Maintain and improve traffic and pedestrian safety through properly located signs; to regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

c. Economic Development. Promote economic development and the value of non-residential properties, through sensitivity to surrounding land uses and maintaining an attractive community appearance.

d. Effective Communication. Encourage signs which are clear and legible; to encourage the effective use of signs as a means of communication;

e. Zoning District Considerations and Historical Character. Encourage and allow signs that are appropriate to the zoning district in which they are located and to protect and enhance the historical character of the City's commercial and residential historic district through compliance with adopted design guidelines for work in those historic districts;

f. Identification of Goods and Services. Aid the public and private sectors in effectively identifying the location of goods and services;

g. Compatibility with Surroundings. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to signs clutter or that conceal or obstruct adjacent land uses or signs; to preclude signs from conflicting with the principal permitted use of the site and adjoining sites; and to minimize the possible adverse effect of signs on nearby public and private property;

h. Reduction of Visual Clutter. Reduce visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;

i. Property Values. Protect property values by precluding, to the maximum extent possible, sign types that create a nuisance to the occupancy or use of other properties as a result of their physical characteristics such as their size (area), height, number, illumination and movement; and to protect property values by ensuring that the number of signs are in harmony with buildings, neighborhoods, and conforming signs in the area;

j. Enforcement. Enable the fair and consistent enforcement of these signs regulations; and to provide standards regarding the non-communicative aspects of signs, which are consistent with local, county, state and federal law.

~~1.~~ *2.* **Minimum Standards, Prohibitions and Applicability.**

a. **Minimum Standards.** (no changes to this subsection except for changing 'graphics' to 'signs.')

b. **Prohibitions.**

The following types of signs are not permitted:

(1) Animation, bare bulbs, or flashing illumination or imagery. All lighting shall be steady, stationary, and/or shielded light sources directed solely onto the message.

The prohibition of bare-bulbs shall not prohibit the use of decorative neon tube lighting used:

(a) in straight sections used only to highlight architectural features (and such use shall not be counted toward sign area), and/or

(b) when formed into shapes with the intended use of signage (and such use shall be counted toward sign area).

(2) Roof-mounted ~~graphics~~ ***signs*** and temporary portable ~~street graphics~~ ***signs***, except as permitted in Subsection 3.b(2) below.

(3) Temporary ~~graphics~~ ***signs***, except as enumerated in Subsection 6, below.

(4) Streamers, pennants, ***flying banners, blade signs, signs that use fans or natural wind or air movement to generate movement,*** and similar products are prohibited.

Moved to become section h of the Temporary Signs section. Renumber (5) through (9) here as (4) through (8).

(5) ~~Graphics~~ ***Signs*** on or attached to stationary equipment, such as vehicles, trailers, storage containers, etc., when ~~signing~~ ***conveying information or a message*** is the apparent principle use of the equipment on either a temporary or permanent basis.

(6) ~~Graphics~~ ***Signs*** placed in the public street or alley right-of-way of the City of Hagerstown, unless approved by the City of Hagerstown under Chapter 216, Streets and Sidewalks, of the Code. This provision does not apply to portable non-illuminated, changeable message board signs for businesses located in buildings with zero setback, as described in Subsection ~~2~~***3***.b(2) below.

(7) ~~Graphics~~ ***Signs*** positioned so that it obstructs traffic visibility along streets as determined by the City Engineer.

(8) Window ~~graphics~~ ***signs*** applied to the surface of a glass door that create a solid background ***over more than 50% of the glass surface*** which prevents views into occupied ~~storefront~~ ***commercial or institutional*** space.

(9) ~~Graphics~~ ***Signs*** for Home Workstations, ***which by definition are accessory residential uses.***

c. **Off-Premise Signs.** This section of Article 4 does not apply to ~~graphics~~ ***signs*** advertising products or businesses located off the premises where the ~~graphic~~ ***sign*** is located, commonly known as billboards or off-premise signs. Such ~~graphics~~ ***signs*** are regulated under Chapter 204, Signs.

~~2.~~ *3.* Measuring ~~Graphics~~ *Signs* and Building Frontages.

a. **Procedures for Measuring ~~Graphics~~ *Signs*.**

Channel letter ~~graphics~~ ***signs*** (individual or raceway mounted): measure around outside edge of letters, but do not include descenders of letters. Logos shall be included in measurements for area maximums.

b. **~~Graphics~~ *Signs* Excluded From Maximum Area Requirements.**

(1) Window ~~graphics~~ ***signs***. ***When the property is located in a historic district or is a landmark property,*** ***see additional standards that are contained in the duly adopted Design Guidelines approved by the Historic District Commission and the Mayor and City Council.***

(2) Portable non-illuminated, changeable message board ~~graphics~~ ***signs*** for street level ~~businesses~~ ***occupants and uses***, provided:
i. The ~~graphic~~ ***sign*** must be placed within the vicinity of the entry door to the ~~storefront~~ ***use and occupied space***;
ii. The ~~graphic~~ ***sign*** shall be taken in when the business ***or use*** is closed;
iii. The maximum size for these ~~graphics~~ ***signs*** is 6 square feet per side;
iv. The ~~graphics~~ ***signs*** shall be limited to one per business ***or use***.

(3) Wall-mounted directory ~~graphics~~ ***signs*** for multiple ~~tenant~~ ***use*** buildings, provided:
i. ~~Graphics~~ ***Signs*** shall be located beside the entry door;
ii. The maximum size for directory ~~graphics~~ ***signs*** is 12 square feet.

(4) Entrance, exit, and other parking lot directional ~~graphics~~ ***signs*** along internal road or driveway networks of development.

(5) Cornerstones not of an advertising nature built into or attached to a wall of a building.

(6) Historic interpretive markers, ***up to three per building or parcel, each not exceeding 6 square feet in area, and designed and constructed on the template used by the City of Hagerstown.***

~~(7) Subdivision or development identification signs.~~

~~(8)~~ ***(7)*** Government ~~graphics~~ ***signs***: ~~Graphics~~ ***Signs*** of any size or shape erected by or under the direction of any governmental body or agency in any location for the purpose of promotion, identification, direction, safety, or convenience of the public. ***However, unless pre-empted by State or Federal law, such signs are subject to review and approval by the Historic District Commission when located in a historic district or landmark overlay zoning district.***

~~(9)~~ ***(8)*** Theater Marquees in the CC-MU District: Historically, the theaters in the CC-MU district had ***large*** marquees projecting over the sidewalk to promote the ***theater and the*** theater's upcoming events. As marquee graphics are a character defining feature of downtown theaters and are crucial to their success, ***and to the success of uses occupying historic former theaters which are character defining features of the Downtown Historic District,*** the continued use of theater marquees in the CC-MU is a public goal. In order to allow that tradition to continue, approval of any new theater marquee and associated ~~graphics~~ ***signs and any replacement or reconstruction of a marquee to serve the needs of a use reoccupying a building formerly used as a theater*** will be by the Historic District Commission on a case by case basis considering ***the historic nature of an existing building or, in the case of a new theater building,*** the historic precedent for such signs in the downtown historic district.

~~(10)~~ ***(9)*** ***Gasoline Price Signs As Required by Maryland Law: Maryland law requires the price of gasoline be posted on properties where it is sold, and sets minimum standards for such posting. Signs posting the price of gasoline shall not be included in the calculation of permitted sign area up to the minimum required by State Law. That which exceeds the minimum area required by State Law shall be included in the calculation of sign area.***

~~The minimum size and required posting of graphics informing the public of gasoline sales prices in accordance with Maryland law shall not be calculated for the purpose of maximum graphic area. That which exceeds the minimum required by Maryland law shall be included in the maximum graphic area~~.

(10) Building or house address number sign, as may be required by City Code for emergency services purposes.

c. **Procedures for Measuring Building Frontage.** Staff note: no change.

~~3.~~ *4.* Maximum Number of ~~Graphics~~ *Signs* Permitted.

a. **Maximum Number of Signs.** No limitation on number of wall-mounted ~~graphics~~ ***signs*** provided ~~square footage of total~~ ***the total area of all wall-mounted signs*** falls within maximums prescribed for that district.

b. **Multiple Occupant Buildings**. If ***a*** building contains multiple ~~tenants~~ ***non-residential occupants*** (e.g., office buildings, downtown commercial buildings), total wall mounted ~~graphic~~ ***sign*** area is limited to formula prescribed for the entire building (e.g., if cap for building is 30 square feet, the total for all signs must add up to 30 or less square feet in area).

c. **Freestanding ~~Graphics~~ *Signs*.** No more than one freestanding ~~graphic~~ ***sign*** installation per building or shopping center per each street or highway on which the building has frontage. Each pad site in a shopping center~~s~~ (correct plural reference) shall be permitted one freestanding ~~graphic~~ ***sign*** installation.

~~4.~~ *5.* ~~Graphic~~ Dimensional and Design Requirements for Signs.

Site plan applicants are required to present a Program for ~~Graphics~~ ***Signs*** as part of a required site plan that integrates the design of ~~graphics~~ ***signs*** with the design of the building (and/or development) on which they will be displayed and with the surrounding area. An office park may display no more than one freestanding ~~graphic~~ ***sign*** to identify the park at each exit and entrance. The style, color and materials of ~~graphics~~ ***signs*** shall be consistent with other ~~graphics~~ ***signs*** on the property and with the main structure.

Regardless of whether a signs installation is part of a project that requires a site plan, dimensional and design requirements are as follows:

a. **Freestanding ~~Graphics~~ *Signs*.**

Zoning District	Maximum Height (feet)	Maximum Area (square feet)	~~Maximum area per installation for commercially zoned sections of Dual Highway, Wesel Boulevard and Potomac Avenue north of Northern Avenue (square feet)~~
RMOD, RMED, RH*	10	36 for buildings set back 25 feet or less from the street, 48 for buildings set back more than 25 feet from the street.	~~NA~~
RO*, N-MU, CC-MU, CL, C, LC	10	40	~~NA~~
CG, CR, POM	30	100***, however the maximum area per installation for commercially zoned sections of Dual Highway, Wesel Boulevard and Potomac***	~~150~~

		Avenue north of Northern Avenue shall not exceed 150.	
AT, I-MU	10	100	~~NA~~
IR, IG	30	100	~~NA~~

* For permitted non-residential uses (excluding home workstations)

All permit applications for freestanding signs shall include a plan for landscaping the base of the sign, which shall include, but is not limited to, low lying shrubs, flower and other plantings. Such plantings shall be maintained and kept in presentable condition. Failure to maintain landscaping as approved as part of the permit for the sign shall constitute a violation of this Article.

b. **Flush, Wall-Mounted ~~Graphics~~ *Signs*.**

Zoning District	**Maximum Cumulative Area 50 feet or less of building or strip store frontage (square feet)**	**Maximum Cumulative Area More than 50 feet of building or strip store frontage (square feet)**
RMOD, RMED, RH*	1 per each linear foot of building frontage	1.5 per linear foot of building frontage
RO*, N-MU, CC-MU, CL, C, LC	1 per each linear foot of building frontage	1 per linear foot of building frontage
CG, CR, POM, IR, IG, I-MU, AT	1.5 per linear foot of building frontage	2 per linear foot of building frontage

* For permitted non-residential uses (excluding home workstations)

c. **Projecting ~~Graphics~~ *Signs*.** No ~~graphic~~ ***sign*** shall project more than 52 inches from the building wall or within two feet of the curb line. Dimensional and Design Requirements are as follows for all zoning districts, including non-residential uses in RH and RO Districts (not home workstations):

Maximum area for storefront or strip store ~~tenant~~ *occupant*	8 square feet
Maximum area for single-user building and for upper floor ~~tenants~~ *occupant* in multi-use buildings	No more than one 36-square foot vertically oriented sign per building frontage
Minimum vertical clearance	8 feet
Maximum vertical clearance	Below the second floor for storefront ~~tenants~~ ***occupants*** and below the roof line for upper floor ~~tenants~~ ***occupants*** and single-user buildings

d. Each dwelling unit may have one (1) permanent wall or freestanding sign not to exceed three (3) square feet in size and not to exceed two (2) feet in height if placed as a freestanding sign. Such sign shall not be used as an off-premise sign as described herein and regulated in Chapter 204 of the City Code, nor shall be used to identify the presence of a residential accessory use home occupation.

~~d.~~ ***e.*** **Secondary Changeable Copy/Image ~~Graphics~~ *Signs*.**

(1) For freestanding ~~graphic~~ ***sign*** installations, secondary changeable copy/image ~~graphics~~ ***signs*** shall be located on the same base as the primary freestanding ~~graphic~~ ***sign***.

(2) Shall be subject to the total area maximums identified in the preceding subsections for ~~graphics~~ ***signs***.

(3) ~~Graphics~~ ***Signs*** which automatically change messages or copy electronically must be set to maintain the image for a minimum of ten seconds in residential districts and six seconds in all other districts. In the residential districts, such ~~graphics~~ ***signs*** shall be locked in a single image between the hours of 10:00 p.m. and 6:00 a.m. ***Message changing shall be instantaneous. Also, see prohibitions in Subsection 2.b(1) above regarding flashing and animation.***

(4) All digital ~~graphics~~ ***signs*** shall be equipped with automatic dimming capabilities that adjust the brightness to the ambient light at all times of the day and night.

~~5.~~ *6.* Temporary ~~Graphics~~ *Signs*.

The following requirements shall be applied to temporary signs. These regulations shall be applied separately from and in addition to more permanent signs as described in Subsection 4 above. Temporary ~~graphics~~ ***signs*** shall be non-illuminated and limited to the following types:

~~a. Construction graphics, which identify the architects, engineers, contractors and other individuals or firms involved with the construction occurring on the premises on which the graphic is displayed. Such graphics shall be removed upon issuance of a certificate of occupancy for the development.~~

~~b. Real estate graphics, advertising the sale, rental or lease of the premises or part of the premises on which the graphic is displayed. Such graphics shall be removed upon execution of a lease or contract of sale.~~

~~c. Political and social graphics announcing the candidates seeking public political office or other information pertinent thereto, or related to a ballot initiative, or promoting a social or political viewpoint.~~

~~d. Graphics advertising only the name, date, time and place of any bona fide fair, festival, bazaar or similar event, when conducted by a public agency or for the benefit of any civic, fraternal, religious or charitable cause; provided that all such graphics shall be posted no earlier than 30 days before the event and removed within 24 hours after the last day of the event to which they pertain. Such graphics shall not be posted on exclusively residential use properties unless the event is occurring on that property. Such graphics may contain the logo(s) of event sponsor(s).~~

~~e. Building mounted grand opening graphics for uses permitted by Section Z of this Article, provided that such graphics shall not be displayed more than one time for up to 10 days.~~

~~f. Seasonal decorations that serve no advertising purpose other than celebrating the holiday or observance.~~

~~g. Change of business name banners/hoods/covers over existing building mounted and freestanding graphics, while new graphics are being manufactured provided that such graphic or graphics shall not be displayed for more than eight weeks and shall not exceed the permitted graphic area for that site, subject to an approved building or zoning permit.~~

~~h. Yard sale graphics on properties containing legal residential uses, provided that such graphics shall be displayed only up to eight days before and on the day of the event and only on the property holding the event. The maximum graphic area shall be eight square feet.~~

~~i. Graphics for approved temporary businesses, subject to size limitations for that district, provided that all such graphics shall be removed when the temporary business approval expires.~~

a. General Criteria for Temporary Signs.

A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the temporary sign is located, as set forth and described in this subsection. However, these general criteria and limitations do not apply to portable non-illuminated, changeable message board signs, banner signs, flying banner signs, flags and umbrella signs which are separately regulated or prohibited elsewhere in this section.

General Criteria for Temporary Signs		
Zoning District	*RMOD, RMED, RH, RO and residential uses in PUD Development*	*All other zoning districts and non-residential uses in the RMOD, RMED, RH and RO zoning districts and commercial areas of PUD Development*
Maximum number of signs per parcel	*3*	*3*
Maximum area of each sign	*6 square feet*	*32 square feet*
Height maximum for a freestanding sign	*6 feet*	*6 feet*
Height maximum for a wall sign (inclusive of a window sign)	*6 feet*	*15 feet*
Minimum setback from right of way	*None, but shall be kept out of public rights of way.*	*None, but shall be kept out of public rights of way.*

Each residential use with at least one principal structure may place up to six offsite temporary signs on private property for the purpose of directing the public to a residential activity (e.g. real estate open house, garage/yard sale, estate sale). Said signs shall be displayed only during the hours that the residence is open for public inspection and shall not exceed 6 sq. ft. in area per graphic. The permission of the property owner shall be obtained before placing such signs.

b. Construction and Development Projects and the Sale of Unimproved Tracts of Two Acres or Greater Intended for Development. Signs associated with a construction project or residential development or subdivision, which identify the architects, engineers, contractors and other individuals or firms involved with the construction, and/or marketing agents associated with selling or leasing the premises under development shall be permitted on the premises. Also, signs placed on an unimproved tract that is for sale with the intent or potential for development shall also be permitted under this section. Such signs shall be removed upon issuance of a certificate of occupancy for the development. Signs advertising the tract for sale shall be removed upon settlement of the sale. Requirements are as follows:

Maximum Sign Area:	*100 square feet per public street frontage*
Minimum Distance from Rights of Way:	*None*
Lighting or Illumination Permitted:	*No*
Permitted in Public Rights of Way:	*No, unless a license agreement is issued by the Department of Parks and Engineering*
Movement or Animation Permitted:	*No*

c. ***Temporary Banner Signs. Banner Signs are permitted in all zoning districts, but may be placed in residential zoning districts only in conjunction with non-residential uses. Banner signs are unlawful if they do not meet the criteria and limitations set forth in the following table:*** NOTE: This implies on-site only.

Temporary Banner Signs	
Maximum Number of Banner Signs Per Parcel or Use	*One*
Maximum Sign Area	*Occupancies:* *Up to 5,000 sq. ft. - 40 square feet* *5,001 sq. ft. to 15,000 sq. ft. – 80 square feet* *15,001 sq. ft. to 50,000 sq. ft. – 120 square feet* *Greater than 50,001 sq. ft. – 180 square feet*
Sign Height Maximum if displayed as a Freestanding Sign	*8 feet*
Minimum Sign Setback if displayed as a Freestanding Signs	*3 feet*
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)	*15 feet*
Permit Required	*As determined by Permits Office*
Incorporation of Florescent Color or Exhibition of Florescence Allowed	*No*
Allowed on Public Sidewalk / Right of Way	*No*
Allowed within a Sight Visibility Triangle at an intersection (two streets or a driveway and a street)	*No*
Duration	*No more than 120 days per year in the aggregate for all temporary banners.*
Duration Allowed After Conclusion of an Event if the Sign Pertains to an Event	*1 day*
Lighting or Illumination Allowed	*No*
Movement Allowed	*No*

d. ***Sign Walkers. It is the intent of this Ordinance not to regulate the use of sign walkers.***

e. ***Umbrella Signs. It is the intent of this Ordinance not to regulate the use of signs on umbrellas used in outdoor dining areas that are not in the public street right of way. Any use of the public ways for such purposes are subject to the authority of the Department of Parks and Engineering.***

f. ***Flags. Unless otherwise required by Maryland law or specified in this Section, a flag flown from a flagpole, bracket or stanchion conveying a commercial or corporate message shall not exceed twenty-four (24) square feet. The flag shall not require a permit or zoning certificate, however requirements for obtaining building permits may apply to the pole, bracket or stanchion.***

g. ***Offsite Temporary Signs on Private Property. Offsite temporary signs are permitted in all zoning districts on unimproved lots or parcels of 1 acre or more subject to the following:***

Maximum Number of Signs Per Parcel:	*one*
Minimum Size of Unimproved Parcel Required:	*one acre*
Maximum Sign Height:	*8 feet*
Maximum Sign Area:	*32 square feet*
Minimum Distance from Public Rights of Way:	*10 feet*
Minimum Distance from Any other Sign:	*100 feet*

Maximum Duration:	***One year***
Lighting, Animation or Movement Permitted:	***No***

h. Temporary ~~graphics~~ ***signs*** not permitted in ***this*** Subsection ~~5~~ shall be removed within 180 days of ~~October 30, 2015~~ Staff note: Insert date of the adoption of this amendment. *[ADMINISTRATIVE NOTE: This date is ~~April 27, 2016~~.* Staff note: insert date 180 days after the adoption of this amendment*]*

~~6.~~ *7.* Graduated Progress to Conformity and Prohibition of Electronic Message Boards on Nonconforming Freestanding ~~Graphics~~ *Signs.*

a. Upon application, the Zoning Administrator may approve a replacement ~~graphic~~ ***sign*** unit on an existing freestanding ~~graphic~~ ***sign*** structure that contains multiple ~~graphics~~ ***signs*** exceeding the total permitted ~~graphic~~ ***sign*** area, provided that the new ~~graphic~~ ***sign*** does not exceed a proportionate share of the total permitted ~~graphic~~ ***sign*** area for the number of businesses on the property. When replaced later, existing ~~graphics~~ ***signs*** for other users on a property shall comply with this standard. When completed and all existing ~~graphics~~ ***signs*** are ultimately replaced, the collective area of the new ~~graphic~~ ***sign*** units shall not exceed the total permitted ~~graphic~~ ***sign*** area.

b. No electronic ~~graphic~~ ***sign*** shall be added to an existing nonconforming freestanding graphic structure.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Gridiron MVP Scholarships & Awards

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
(October 2, 2018; October 9, 2018; October 16, 2018; October 23, 2018)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion.minutes.pdf	Motion: Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Approval of Minutes**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on October 2, 2018, October 9, 2018, October 16, 2018, and October 23, 2018.

DATE OF PASSAGE: November 27, 2018

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Heating Replacement for Station 3 – Harrell's Services (Sharpsburg, MD) $20,610.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20181121083351532.pdf	Motion: Consent
1_HVAC_in_Station_3.pdf	Consent: Heating in Station 3

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Consent Agenda**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

"I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved."

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/20/18

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Fire By: Steve Lohr, Fire Chief

Account Number: 4512001 Account / Project Name: C0870

Budget Amount: ~~40,000~~ $110,000 Account Balance: ~~100,059~~ $110,000 Year: FY19

Unbudgeted $: 0 Source of Funds: CIP funds – Transfer from General Fund & CIP Project Fund Bal.

Quantity	Description	Value
	Emergency purchase of heating/air conditioning of 2 Trane Gas/Electric	12,213.00
	Rooftop Units for Fire Department Station 3.	8,997.00
	Discount for purchasing two units.	-600.00

TOTAL VALUE OF PROJECT: 20,610.00

ABOVE TO BE USED FOR:

Emergency purchase to replace aging HVAC equipment that is beyond repair (parts are no longer available). The units being replaced are original to the construction of the facility in '92/93. Vendor had units in stock – presently Station 3 does not have heat. The other vendor to quote needed 5 weeks for the install.

Recommended Vendor:

Business Name: Harrell's Services

Address: 18809 Burnside Bridge Road

City, State: Sharpsburg, MD

Bid/Proposal/Quote No.:

OTHER VENDORS:

Firm	City/State	Total Amount
MS Johnston Company	Hagerstown, MD	23,094.00

1) Department Manager EMERGENCY PROCUREMENT REQUESTED TO REPLACE 1-(5 TON) & 1-(10 TON) ROOF TOP HVAC UNITS THAT ARE IRREPAIRABLE. THEY ARE 20+ YEARS OLD. MONIES ARE BUDGETED IN ANTICIPATION OF THIS END OF SERVICE LIFE FOR THE UNITS.

11/13/18
Signature / Date

(2) Purchasing Agent:

Recommend approval.

Jason T. Miller 11/14/18
Signature / Date

(3) Finance Manager:

Recommend approval. This was an emergency procurement which did not permit enough time to formally place RFP. There is sufficient funding approved in FY19 budget to cover this purchase.

Michelle Hyde 11/14/18
Signature / Date

(4) City Administrator's Recommendation:

Approval

11/15/18
Signature / Date

HAGERSTOWN FIRE DEPARTMENT
CITY OF HAGERSTOWN
25 West Church Street
Hagerstown, Maryland 21740

Steven Lohr
Fire Chief

(301) 790-2476
FAX (301) 797-7448
slohr@hagerstownmd.org

TO: Valerie Means, City Administrator

FROM: Steve Lohr, Fire Chief Steven E. Lohr

SUBJECT: HVAC Emergency Replacement – Station 3

DATE: November 8, 2018

The HFD is requesting emergency procurement approval in the amount of $20,610.00 for immediate replacement of two roof top HVAC units at 100 Eastern Blvd that have failed and are unrepairable. Currently the units are 26 years old.

We are operating with several smaller portable heaters to provide heat as required. Two responsible bids were received. We recommend the lowest bid be awarded to Harrell's Services of Sharpsburg, MD who can complete the work in less than two weeks.

The next responsible bid of $23,094 had an additional equipment lead time of 3-5 weeks for equipment delivery.

Please let me know if you have any questions.

Thank you.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Vehicle Replacements – Keystone Ford (Chambersburg, PA) $61,606.83

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
1_Vehicle_Replacements_Signed.pdf	Consent: Vehicle Replacements, Signed

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of Nov. 20, 2018

Do Not Complete This Section
Approved Consent Agenda: ____
New Business: ____

Originating Department: Fire By: Steve Lohr, Fire Chief

Account Number: 4512001-584503-C0010 Account / Project Name: 584503

Budget Amount: ~~$60,000~~ $125,000 Account Balance: ~~843~~ $125,000 Year: 19 CIP Control No. C0010

Unbudgeted $: 0 Source of Funds: CIP funds –

Quantity	Description	Value
1	F-250 Crew Cab 4X4 Pick-up Truck plus 3 extra keys	46,645.00
1	Cap ARE Cap	3,306.00
1	Lights, Sirens, Mounts & Emergency accessories & computer	24,250.80
1	Costars – Emergency Responder Vehicle Discount	(13,000.00)

TOTAL VALUE OF PROJECT:

$61,606.83

ABOVE TO BE USED FOR:

Replacement - Fire Marshal vehicle.

Replacing a 2007 Ford Expedition that will be removed from service.

Recommended Vendor:

Business Name: Keystone Ford

Address: 301 Walker Road

City, State: Chambersburg, PA 17201

Bid/Proposal/Quote No.: Co-Star 013-130

OTHER VENDORS:

Firm	City/State	Total Amount

(1) Department Manager THIS IS AN APPROVED & BUDGETED REPLACEMENT VEHICLE FOR THE FM's OFFICE. SAME PLATFORM (PICK-UP) & EQUIPMENT AS PREVIOUSLY APPROVED. TURN KEY READY AS REQUESTED. THIS IS A COMPETITIVE BID THROUGH THE PA. CO-STARS CONSORTIUM PROCESS.

11/8/18
Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason T. Miller
11/14/18
Signature / Date

(3) Finance Manager:

Recommend approval. There is funding included in the FY19 approved budget for this vehicle replacement.

Michelle Hopkins
11/14/18 Signature / Date

4) City Administrator's Recommendation:

Approval

Nelson G. Kraus
11/16/18
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
LED Retrofit Luminaire for City Parks – Traffic Systems and Technology (Manassas, VA)
$41,400.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
1_LED_Lights.pdf	Consent: LED Lights in City Parks

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/27/18

Do Not Complete This Section
Approved Consent Agenda:
New Business:

Originating Department: Parks & Engineering By: Rodney Tissue

Account Number: 1609004 5829 Account / Project Name: Parks Lighting Improvements

Budget Amount: -0- Account Balance: --- Year: Y19 CIP Control No. G0301

Unbudgeted $: See back Source of Funds: MD Smart Energy Communities Grant & General Fund

Quantity	Description	Value
90	LED Retrofit Luminaire for City Parks at $460.00 ea	$41,400.00

TOTAL VALUE OF PROJECT: $41,400.00

ABOVE TO BE USED FOR:

Replacing high intensity discharge luminaires with LED on the post top fixtures within Fairgrounds, Pangborn, and City Parks. An annual energy savings of approximately 39,000 kwh is expected.

Project materials were bid by City Light staff and they will install the fixtures.

Recommended Vendor:

Business Name: Traffic Systems & Technology Vendor #8068

Address: 10110 Battleview Pkwy Ste 100

City, State: Manassas, VA 20109

Bid/Proposal/Quote No.: B1676.19

OTHER VENDORS:

Firm	City/State	Total Amount
JLN Construction	Baltimore, MD	$100,530.00

(1) Department Manager

80% of funding provided by MSEC. Energy efficiency improvements for 90 exterior light fixtures in three parks. Funding is as follows:

$38,000 State of Maryland Grant
$3,400 General Fund

In addition, City Light management requires the general fund to reimburse their staff labor to install the fixtures (not to exceed $6,100).

Project funding is from approved grant award and the remainder from additional General Fund transfers due to vacancy savings.

11/14/18

Signature/Date

(2) Purchasing Agent:

Recommend approval.

Jacqui T. Miller

Signature / Date

(3) Finance Manager:

Recommend approval. Majority of funding is from approved grant award which requires local match. Funding for local match has been identified & will be additional General Fund transfers.

Michelle Hale

Signature / Date

11/14/18

(4) City Administrator's Recommendation:

Approval

Valerie A. Shea

11/15/18

Signature / Date

CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 15, 2018

TO: Valerie Means, City Administrator

FROM: Rodney Tissue, City Engineer RT

RE: Maryland Smart Energy Communities Grant

1. **Background**

As part of our Sustainable Maryland Certified efforts, staff applied for a grant through the Maryland Energy Administration (MEA) and we were awarded $38,000 The goal of the *Maryland Smart Energy Communities* (MSEC) program is to provide an opportunity for Maryland city and county governments to better control their energy future.

2. **Mayor & Council Action Requested**

Staff is requesting that Mayor & Council review the grant and if acceptable approve a Resolution authorizing the City to enter into the attached grant agreement.

3. **Discussion**

The grant proposes to complete an energy efficiency improvement project to replace exterior lighting with LED's in three of our parks.

We propose replacing approximately ninety (or more) 14' pole top lights. The locations are as follows:

- Fairgrounds Park-- 351 N Cleveland Ave (28 fixtures)
- City Park-- 501 Virginia Ave (25 fixtures)
- Pangborn Park-- 591 Pangborn Blvd (37 fixtures)

City Light will purchase the fixtures and installation will be by City Light utility staff. The MEA grant funds up to 80% or $38,000. The City's General Fund and/or City Light Fund will cover the 20% balance or $9,500. Our City Light Division estimates the annual electric savings at 38,934 kwh/year or roughly $3,115 annual reduction in electrical costs which yields a total payback period for the City's portion of only three years.

Staff will be at the next work session to review the project and to answer any questions that the Mayor & Council may have.

Attachments: Proposed Grant Agreement and Resolution

c: Mark Haddock
Nathan Fridinger
Jason Morton
Brooke Garver

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

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Potterfield Pool Improvements – DRD Pool Management (Hunt Valley, MD) $100,457.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
1_pool.pdf	Consent: Potterfield Pool Improvements

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/27/18

Do Not Complete This Section
Approved Consent Agenda:
New Business:

Originating Department: Parks & Engineering By: Rodney Tissue

Account Number: Account / Project Name: Potterfield Pool Improvements

Budget Amount: $174,500 Account Balance: $174,500 Year: Y18/19 CIP Control No. C0822

Unbudgeted $: N/A Source of Funds: Community Development Block Grant

Quantity	Description	Value
	Replacement of Sand Filters	$87,502.00
	2 Additional Splash Pad Toys	$12,955.00

TOTAL VALUE OF PROJECT: $100,457.00

ABOVE TO BE USED FOR:

Potterfield Pool Improvements: Replacement of Sand Filters and addition of two Splash Pad toys

Recommended Vendor:

Business Name: DRD Pool Management, Inc.

Address: 16 Stenersen Lane

City, State: Hunt Valley, MD 21030

Bid/Proposal/Quote No.: 18-PP-21

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
Community Pool Service, Inc.	Rockville, MD	$107,000.00
Main Line Commercial Pools	King of Prussia, PA	$113,000.00

(1) Department Manager

Sand filters are essential for the operation of the pool. Current filters are original from the 1970's reconstruction of the pool and are past their useful service life.

One splashpad toy replaces a toy that was chronically broken with a better designed piece and one that is new to add fun to the splashpad.

11/14/18

Signature/Date

(2) Purchasing Agent:

Recommend approval.

11/14/18

Signature / Date

(3) Finance Manager:

Recommend approval for items funded via CDBG.

11/14/18

Signature / Date

(4) City Administrator's Recommendation:

Approval

11/15/18

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Traffic Engineering Services – Sabra Wang & Associates (Columbia, MD) and KCI Technologies (Sparks, MD)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
1_traffic.pdf	Consent: Traffic Engineering Services

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/27/18

Do Not Complete This Section
Approved Consent Agenda:
New Business:

Originating Department: Parks and Engineering By: Rodney Tissue, City Engineer

Account Number: Project-by-Project Account / Project Name: Retain Traffic Engineering Services

Budget Amount: See back Account Balance: See back Year: Y18/19 CIP Control No. N/A

Unbudgeted $: See back Source of Funds: Varies – See back

Quantity	Description	Value
	Miscellaneous Traffic Engineering Services	See back

ABOVE TO BE USED FOR:

RETAIN PROFESSIONAL ENGINEERING CONSULTANT TO COMPLETE MISCELLANEOUS TRAFFIC ENGINEERING INCLUDING DESIGN OF TRAFFIC SIGNALS, REVIEW OF TRAFFIC IMPACT STUDIES, AND SIGNAL TIMING STUDIES (3 YEAR OPEN ENDED CONTRACT ON AN AS-NEEDED BASIS)

Recommended Vendor:	**Consultant #1**	**Consultant #2**
Business Name:	Sabra Wang & Associates	KCI Technologies
Address:	7055 Samuel Morse Drive	936 Ridgebrook Road
City, State:	Columbia, MD 21046	Sparks, MD 21152
Bid/Proposal/Quote No.:		

Firm	City/State
Daniel Consultants, Inc.	Columbia, MD
A Morton Thomas & Associates	Frederick, MD
WBCM	Baltimore, MD
RK & K	Baltimore, MD
Brudis & Associates	Columbia, MD
Wilson Ballard	Owings Mills, MD
Wallace Montgomery	Towson, MD

(1) Department Manager

Staff recommends the award of the open-ended retainer contract to *Sabra Wang & Associates* and *KCI Technologies* to provide miscellaneous traffic engineering services to the City. Their proposals were the best combination of cost and quality and are recommended by the selection team.

The scope of work performed by these consultants will be determined on a project-by-project basis. Individual project over $25,000 will be approved by Mayor & Council. Sabra Wang & Associates and KCI Technologies firms are recommended to be "retained" and staff will seek price proposals from both of them per the RFP for various projects.

Review of developers "Traffic Impact Studies" are funded by fees charged to the developer. Design of traffic signals and other CIP designs are funded in the CIP budget.

11/14/18

Signature/Date

(2) Purchasing Agent:

Recommend approval.

Jason T. Miller 11/14/18

Signature / Date

(3) Finance Manager:

Recommend approval to utilize these 2 vendors Contracts for variety of projects over next 3 yrs. as needed.

Michelle Hepler

Signature / Date

11/14/18

(4) City Administrator's Recommendation:

Approval

Viola A. Miller 11/14/18

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Bulk Diesel Fuel and Gasoline – AC&T Co., Inc. (Hagerstown, MD) $433,336.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
1_diesel.pdf	Consent: Bulk Diesel and Gasoline

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/27/18

Do Not Complete This Section
Approved Consent Agenda:
New Business:

Originating Department: Public Works By: Eric B. Deike, Director

Account Number: xxxx-5431 Account / Project Name: Fuel Inventory

Budget Amount: $433,336 Account Balance: $285,628 Year: 18/19 CIP Control No. NA

Unbudgeted $: Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 100,000 gallons per year)	*$1.6768/gal
1 each	Bulk Gasoline Purchase (est. 130,000 gallons per year)	*$1.5815/gal

*Excludes Taxes for Comparison Purposes

TOTAL VALUE OF PROJECT: **$433,336

**Includes Taxes

ABOVE TO BE USED FOR:

Highway use of diesel fuel and gasoline for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name: A.C. & T. Co., Inc.

Address: 11535 Hopewell Road

City, State: Hagerstown, MD 21741-4217

Bid/Proposal/Quote No.: Washington County PUR-1396

OTHER VENDORS:

Firm	City/State	Total Amount
James River Solution	Ashland, VA	$1.6578/gallon DIESEL
James River Solution	Ashland, VA	$1.5610/gallon GASOLINE

(1)Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2018 through November 30, 2019. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel and 130,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

The bid included 2 options. The second option was for vendors to provide a lump sum price if they were awarded all the fuel needs including fuel not utilized by the city such as Unleaded Gasoline 89 Octane. Only 2 bidders provided a lump sum price: James River at $1,961,255 and AC&T at $1,986,894. James River's bid was found to be non-responsive and therefore rejected.

EBD 11/1/18

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason L. Miller 11/1/18

Signature / Date

(3) Finance Manager:

Recommend approval. This crosses fiscal years. There is adequate funding in FY19 budget & it is anticipated that funding will be included in FY20 budget process for completion/duration of this agreement. approved

Michele Hepburn 11/1/18

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valerie A. Means 11/1/18

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: B84B Hydrants - Core & Main (Montrose, VA) $35,176.00

Mayor and City Council Action Required:
Requested approval of the Water Division Consent Agenda purchase of Hydrants in the amount of $35,176.00.

Discussion:
To replace existing hydrants that cannot be repaired or are damaged beyond repair and for the addition of new hydrants for system maintenance and/or fire suppression. Purchase identified in the FY19 CIP Budget (52850015891-C0709)

Financial Impact:

Originating Department:	Water Department			**By:**	Nancy Hausrath			
Account Number:	52850015891C0709			**Account/Project Name:**	Water - Distribution Rehab.			
Account Number:				**Account/Project Name:**				
Budget Amount:	FY19	$ 550,000	**Account Balance:**	$ 384,500	**Year**		**Budget Amount:**	
Proposed			**Account Balance:**		**Year**		**Budget Amount:**	
Unbudgeted:			**Source Of Funds:**	Water Fund				

Quantity	Description	Value
8	B84B Hydrant (5 foot) - $2,297 each	$ 18,376.00
8	B84B Hydrant (4 foot) - $2,100 each	$ 16,800.00
	TOTAL	$ 35,176.00

Recommendation:
Staff Recommended approval

Motion:
Consent Agenda

Action Dates:
Regular Session 11/27/18

ATTACHMENTS:

File Name	Description
1_hydrants.pdf	Consent: Water Division Hydrants

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/27/2018

Approval For:
Consent Agenda:
New Business:

Originating Department: Water Department **By:** Nancy Hausrath
Account Number: 52850015891C0709 **Account/Project Name:** Water - Distribution Rehab.
Account Number: **Account/Project Name:**
Budget Amount: FY19 $ 550,000 **Account Balance:** $ ~~384,500~~ 360,282 **Year** **Budget Amount:**
Proposed **Account Balance:** **Year** **Budget Amount:**
Unbudgeted: **Source Of Funds:** Water Fund

Quantity	Description	Value
8	B84B Hydrant (5 foot) - $2,297 each	$ 18,376.00
8	B84B Hydrant (4 foot) - $2,100 each	$ 16,800.00
	TOTAL	$ 35,176.00

Above To Be Used For:
To replace existing hydrants that cannot be repaired or are damaged beyond repair and for the addition of new hydrants for system maintenance and/or fire suppression. Purchase identified in the FY19 CIP Budget (52850015891-C0709)

Recommended Vendor:
Business Name: Core & Main
Address: 842 Panorama Road
City, State: Montrose, VA 22520
Bid/Proposal/Quote No.: Sole Source - Equipment Standardization

Other Vendors:

Firm	City, State	Amount
	NONE	

Comments

Department Manager (required on all unbudgeted items):
To replace existing hydrants that cannot be repaired or are damaged beyond repair and for the addition of new hydrants for system maintenance and/or fire suppression. Purchase identified in the FY19 CIP Budget (52850015891-C0709)

Nancy Hausrath — Water Operations Manager — November 7, 2018 — Date

Finance Department:

Recommend Approval.

Jason T. Miller — Signature — 11/14/18 — Date

Finance Manager:

Recommend approval. Funding was included in the FY19 approved budget.

Michelle Hopson — Signature — 11/14/18 — Date

City Administrator's Recommendation:

Approval

Vicki A. Hass — Signature — 11/15/18 — Date

Capital Improvements Plan **FY 2019 *thru* FY 2023**

City of Hagerstown, Maryland

Contact WOM
Department Water

Project # C0709 GL# 5285001-5891-C0709

Project Name **Distribution System Rehab - Main Replacement**

Type Replacement
Useful Life 50 yrs
Category Utilities

Location Water Department - Throughout the Distribution System

Priority 3 Cost Avoidance
3 Planned Improvement

Year Submitted on-going

Total Project Cost

Description

FY19 - Continue the leak detection program.
FY19 - Continue to replace aging infrastructure throughout the Distribution System - work will be coordinated with City/County and State road projects.
FY19 - FY23 - Continue to replace aging infrastructure throughout the Distribution System
FY18 - FY22 - $50,000 per year will be dedicated to the hydrant and valve program.

Justification

Replace Deteriorating Infrastructure, Improve Safety for Workers, and Improve Customer Service.

Main replacement will be based on age of mains, main failure and the removal of transite (asbestos concrete) pipe.

Prior	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total	Future
	Construction / Mainten	$350,000	$360,000	#######	$385,000	$395,000	$1,865,000	
Total	Allocated Labor	$200,000	$205,000	#######	$215,000	$220,000	$1,050,000	Total
	Total	$550,000	$565,000	#######	$600,000	$615,000	$2,915,000	

Prior	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total	Future
	Water Fund	$550,000	$565,000	#######	$215,000	$220,000	$1,760,000	
Total	City Bond	$0	$0	#######	$385,000	$395,000	$1,155,000	Total
	Total	$550,000	$565,000	#######	$600,000	$615,000	$2,915,000	

Operational Impact/Other

Replace and/or Upgrade Deteriorating Infrastructure - Reliability

Reduction in operating cost associated with road repairs as distribution system is upgraded (materials and road repairs).

un Date: 10/25/18

Quote

CORE & MAIN

Customer #	153392
Order #	J711808
Date Ordered	10/25/18
Job #	
Job Name	STOCK
Purchase Order #	5'DOB B84B HAG HYD
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	MARK GEORGE
Ship Via	CORE & MAIN LP

Sold To:
CITY OF HAGERSTOWN
1 E FRANKLIN ST STE 3
HAGERSTOWN, MD 21740-4859

Ship To:
CITY OF HAGERSTOWN
51 W MEMORIAL BLVD
HAGERSTOWN, MD 21740

Branch:
MARTINSBURG WV
Branch - 514
117 Industrial Circle
Martinsburg, WV 25403

Phone: 304-263-6986

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/40015493011	ACIPCO B84B 6 VO 5-0 HYD HAGER STOWN 6IN VALVE OPENING	8			2297.00000	EA	18376.00
	606486M3B84B	ACIPCO B84B 6 VO 4-0 HYD HAGER STOWN 6IN VALVE OPENING	8			2100.00000	EA	16800.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

Total Ordered:	35176.00
Tax Amount:	.00
Other Charges:	.00
Total:	35176.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Bulk Chemical Purchase - Wastewater Division $373,910.00 (multiple vendors)

Mayor and City Council Action Required:
Requested approval of the Wastewater Division Chemicals Consent Agenda in the amount of $373,910.00.

Discussion:
Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2017
Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

Financial Impact:

Originating Department: Utilities Dept. (Wastewater Division) **By:** Joseph Moss
Account Number: Various **Account/Project Name:** City/County Joint Chemical Bid
Budget Amount: FY19 $ 381,600 **Account Balance:** $ 216,918 **Year** **CIP Control No.:** NA
Account Balance: **Year** **CIP Control No.:**
Unbudgeted: **Source Of Funds:** Wastewater Fund - Operating

Quantity	Item	Description		Value
60 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	$	35,520
4,800 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Univar USA)	$	7,440
1,500 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Univar USA)	$	3,180
2,000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland BioChemical)	$	14,220
65,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	$	167,050
50,000 Gallons	28	Wastewater - Chemicals - Methanol (Univar USA)	$	82,500
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	$	4,665
2000 Gallons	31	Wastewater - Caustic 50% (Brenntag)	$	4,970
5000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	$	54,365
		TOTAL	$	373,910.00

Recommendation:
Staff recommended approval

Motion:
Consent Agenda

Action Dates:
Regular Session 11/27/18

ATTACHMENTS:

File Name	Description
Wastewater_Division_Chemicals_Consent_Agenda_112718.pdf	Wastewater Division Chemicals Consent Agenda
Utilities_FY19_CHEMICAL_BID_EVALUATION_WW_112718.pdf	Utilities FY19 CHEMICAL BID EVALUATION WW 112718
Utilities_FY19_CHEMICAL_BID_Sheet_WW_112718.pdf	Utilities FY19 CHEMICAL BID Sheet WW
	Signed Consent Sheet Wastewater

1_Wastewater_Chemicals_Signed.pdf	Signed Consent Sheet, Wastewater Chemicals

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/27/2018

Approval For:
Consent Agenda:
New Business:

Originating Department: Utilities Dept. (Wastewater Division) **By:** Joseph Moss
Account Number: Various **Account/Project Name:** City/County Joint Chemical Bid
Budget Amount: FY19 $ 381,600 **Account Balance:** $ 216,918 **Year** **CIP Control No.:** NA
Account Balance: **Year** **CIP Control No.:**
Unbudgeted: **Source Of Funds:** Wastewater Fund - Operating

Quantity	Item	Description	Value
60 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	$ 35,520
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1,500 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Univar USA)	$ 3,180
2,000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland BioChemical)	$ 14,220
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50,000 Gallons	28	Wastewater - Chemicals - Methanol (Univar USA)	$ 82,500
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	$ 4,665
2000 Gallons	31	Wastewater - Caustic 50% (Brenntag)	$ 4,970
5000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	$ 54,365
		TOTAL	$ 373,910.00

Above To Be Used For:
The above chemicals are used in the wastewater treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY20 Budget.

Recommended Vendor:
Business Name: See Attached Summary Report
Address:
City, State:
Bid/Proposal/Quote No.: County Bid: PUR-1398

Other Vendors:

Firm	City, State	Amount
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2017

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

MSSpiker — Director of Utilities — November 6, 2018 — Date

Joseph W Mlsna — Water Operations Manager — November 6, 2018 — Date

Purchasing Agent

Signature — Date

Finance Manager:

Signature — Date

City Administrator's Recommendation:

Signature — Date

Water and Wastewater Chemical Bid Recommendation for FY19 &FY20

Operation and Account Number	FY19 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY18 Unit Cost	FY19/20 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
5374-G0306	$ 35,000	3	Ferric Chloride	Wastewater	60	Dry Ton	PVS TECHNOLOGIES	$ 592.000	$ 35,520
559115	$ 8,000	5	12.5% Sodium Hypochlorite	Wastewater	4,800	Gallon	UNIVAR USA	$ 1.550	$ 7,440
559101	$ 5,000	31	Caustic (50%)	Wastewater	2,000	Gallon	BRENNTAG NORTHEAST INC.	$ 2.485	$ 4,970
559102	$ 15,600	26	Defoamer	Wastewater	2,000	Gallon	MARYLAND BIOCHEMICAL CO.	$ 7.110	$ 14,220
559117	$ 170,000	27	Thioguard (Magnesium Hydroxide)	Wastewater	65,000	Gallon	PREMIER MAGNESIA	$ 2.570	$ 167,050
559116	$ 55,000	35	Polymer (Zetag 8814)	Wastewater	5,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	$ 10.873	$ 54,365
5374-G0306	$ 85,000	28	Methanol	Wastewater	50,000	Gallon	UNIVAR USA	$ 1.650	$ 82,500
Collections 54-72601									
54-72601-5591	$ 5,000	29	Bacterial Enzymatic Powder	Collections	500	Pound	MARYLAND CHEMICAL CO., INC.	$ 9.330	$ 4,665
54-72601-559104	$ 3,000	18	3" Tablet Chlorine	Collections	1,500	Pound	UNIVAR USA	$ 2.120	$ 3,180

Operation and Account Number	FY19 Budgeted Amount	FY19 YTD	Description	FY18 Actual
Wastewater Treatment Plant 54-71501				
5374-G0306	$ 35,000	$ 18,004	38% Ferric Chloride	$ 16,910
559115	$ 8,000	$ -	12.5% Sodium Hypochlorite	$ 7,598
559101	$ 5,000	$ -	Caustic (50%)	$ -
559102	$ 15,600	$ 6,257	Defoamer	$ 15,642
559117	$ 170,000	$ 78,920	Thioguard	$ 214,950
559116	$ 55,000	$ 8,696	Polymer (Zetag 8814)	$ 45,412
5374-G0306	$ 85,000	$ 48,102	Methanol	$ 58,572
Collections 54-72601				
54-72601-5591	$ 5,000	$ 2,657	Bacterial Enzymatic Powder	$ 2,684
54-72601-559104	$ 3,000	$ 2,046	3" Tablet Chlorine	$ 2,046
Total:	**$ 381,600**	**$ 164,682**		**$ 346,904**

FY19/20 Estimated Expense

WASTEWATER TREATMENT $373,910

TOTAL ESTIMATED WASTEWATER COST $373,910

WASTEWATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
PVS TECHNOLOGIES, INC.	3	FERRIC CHLORIDE	DRY TON	$ 592.0000	60	$ 35,520.00
~~KUEHNE CHEMICAL CO. INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 6.0000	4,800	$ 28,800.00
~~AMATO INDUSTRIES, INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 2.8500	4,800	$ 13,680.00
UNIVAR USA	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 1.5500	4,800	$ 7,440.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	18	3" CHLORINE TABLETS	POUND	$ 2.2437	1,500	$ 3,365.55
UNIVAR USA	18	3" CHLORINE TABLETS	POUND	$ 2.1200	1,500	$ 3,180.00
~~AMATO INDUSTRIES, INC.~~	18	3" CHLORINE TABLETS - EXCEPTION	POUND	$ 2.4000	1,500	$ 3,600.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 9.7687	2,000	$ 19,537.40
MARYLAND BIOCHEMICAL CO.	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 7.1100	2,000	$ 14,220.00
PREMIER MAGNESIA	27	THIOGUARD - EXCEPTION	GALLON	$ 2.5700	65,000	$ 167,050.00
~~BRENNTAG NORTHEAST, INC.~~	28	METHANOL	GALLON	$ 1.7800	50,000	$ 89,000.00
UNIVAR USA	28	METHANOL	GALLON	$ 1.6500	50,000	$ 82,500.00
~~MARYLAND BIOCHEMICAL CO.~~	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.8300	500	$ 4,915.00
MARYLAND CHEMICAL CO., INC.	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.3300	500	$ 4,665.00
~~UNIVAR USA~~	31	50% CAUSTIC	GALLON	$ 3.3500	2,000	$ 6,700.00
BRENNTAG NORTHEAST, LLC	31	50% CAUSTIC	GALLON	$ 2.4800	2,000	$ 4,960.00
GEORGE S. COYNE CHEMICAL CO., INC	35	POLYMER (ZETAG 8814)	POUND	$ 10.8729	5,000	$ 54,364.50
						$ 373,899.50

PUR-1398

Swimming Pool / Water / WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price	Unit of Measure	Amato Industries, Inc / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Chemrite, Inc. Buford, GA	George S. Coyne Chemical Co., Inc. Croydon, PA	Kuehne Chemical Company, Inc So. Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Compnay, Inc. Baltimore, MD	Premier Magnesia, LLC Wayne, PA	PVS Technologies, Inc. Detroit, MI	Univar USA, Inc. Middletown, PA
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$592.00	No Bid
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	$2.85	No Bid	No Bid	No Bid	$6.00	No Bid	No Bid	No Bid	No Bid	1.55*
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	$2.40	No Bid	No Bid	2.2437*	No Bid	No Bid	No Bid	No Bid	No Bid	2.12*
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	$9.769	No Bid	$7.11	No Bid	No Bid	No Bid	No Bid
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$2.57	No Bid	No Bid
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	$1.78	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$1.65
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid	No Bid	$9.83	$9.33	No Bid	No Bid	No Bid
31	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	$2.49	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	3.35*
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	$10.873	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

Amato Industries, Inc./Amchlor

#18 - 50 #

George S. Coyne Chemical Company, Inc.

#18 - Bidding Accutab SI

Univar USA, Inc.

#5 - 1,200 gallon minimum order requirement

#18 - 24 pail minimum one pallet

#31 - 2,000 gallon minimum

WATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
~~KUEHNE CHEMICAL~~	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 1,500.0000	60	$ 90,000.00
UNIVAR USA	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 615.0000	60	$ 36,900.00
UNIVAR USA	2	AQUEOUS AMMONIA (19%)	POUND	$ 0.1650	150,000	$ 24,750.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	$ 2,204.8824	16	$ 35,278.12
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	$ 2,382.4000	100	$ 238,240.00
~~BRENNTAG NORTHEAST~~	9	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON	$ 1.0450	150,000	$ 156,750.00
~~KUEHNE CHEMICAL~~	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.4670	150,000	$ 220,050.00
UNIVAR USA	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.0355	150,000	$ 155,325.00
~~BRENNTAG NORTHEAST~~	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.6750	30,000	$ 50,250.00
UNIVAR USA	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.4900	30,000	$ 44,700.00
BRENNTAG NORTHEAST	13	POTASSIUM PERMANGANATE	POUND	$ 3.4066	50,000	$ 170,330.00
~~UNIVAR USA~~	13	POTASSIUM PERMANGANATE	POUND	$ 4.1600	50,000	$ 208,000.00
GEORGE S. COYNE CHEMICAL CO., INC	23	SODIUM BISULFITE (38-40%)	POUND	$ 0.2509	6,000	$ 1,505.40
UNIVAR USA	29	SODIUM FLUOROSILICATE	POUND	$ -	44,000	$ -
~~GEORGE S. COYNE CHEMICAL CO., INC~~	35	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	$ 0.4123	180,000	$ 74,214.00
SHANNON CHEMICAL	35	POLY-ORTHOPHOSPHATE	POUND	$ 0.4230	180,000	$ 76,140.00
MARYLAND CHEMICAL	36	MORTON SALT	POUND	$ 0.2200	48,000	$ 10,560.00
~~UNIVAR USA~~	36	MORTON SALT	POUND	$ 0.2534	48,000	$ 12,163.20
						$ 793,728.52

WASTEWATER DIVISION: **COMPANY NAME**	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
PVS TECHNOLOGIES, INC.	3	FERRIC CHLORIDE	DRY TON	$ 592.0000	60	$ 35,520.00
~~KUEHNE CHEMICAL CO. INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 6.0000	4,800	$ 28,800.00
~~AMATO INDUSTRIES, INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 2.8500	4,800	$ 13,680.00
UNIVAR USA	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 1.5500	4,800	$ 7,440.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	18	3" CHLORINE TABLETS	POUND	$ 2.2437	1,500	$ 3,365.55
UNIVAR USA	18	3" CHLORINE TABLETS	POUND	$ 2.1200	1,500	$ 3,180.00
~~AMATO INDUSTRIES, INC.~~	18	3" CHLORINE TABLETS - EXCEPTION	POUND	$ 2.4000	1,500	$ 3,600.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 9.7687	2,000	$ 19,537.40
MARYLAND BIOCHEMICAL CO.	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 7.1100	2,000	$ 14,220.00
PREMIER MAGNESIA	27	THIOGUARD - EXCEPTION	GALLON	$ 2.5700	65,000	$ 167,050.00
~~BRENNTAG NORTHEAST, INC.~~	28	METHANOL	GALLON	$ 1.7800	50,000	$ 89,000.00
UNIVAR USA	28	METHANOL	GALLON	$ 1.6500	50,000	$ 82,500.00
~~MARYLAND BIOCHEMICAL CO.~~	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.8300	500	$ 4,915.00
MARYLAND CHEMICAL CO., INC.	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.3300	500	$ 4,665.00
~~UNIVAR USA~~	31	50% CAUSTIC	GALLON	$ 3.3500	2,000	$ 6,700.00
BRENNTAG NORTHEAST, LLC	31	50% CAUSTIC	GALLON	$ 2.4800	2,000	$ 4,960.00
GEORGE S. COYNE CHEMICAL CO., INC	35	POLYMER (ZETAG 8814)	POUND	$ 10.8729	5,000	$ 54,364.50
						$ 373,899.50

PUR-1398
Swimming Pool / Water / WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price	Unit of Measure	Amato Industries, Inc / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Chemrite, Inc. Buford, GA	George S. Coyne Chemical Co., Inc. Croydon, PA	Kuehne Chemical Company, Inc So. Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Compnay, Inc. Baltimore, MD	Premier Magnesia, LLC Wayne, PA	PVS Technologies, Inc. Detroit, MI	Univar USA, Inc. Middletown, PA
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$592.00	No Bid
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	$2.85	No Bid	No Bid	No Bid	$6.00	No Bid	No Bid	No Bid	No Bid	1.55*
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	$2.40	No Bid	No Bid	2.2437*	No Bid	No Bid	No Bid	No Bid	No Bid	2.12*
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	$9.769	No Bid	$7.11	No Bid	No Bid	No Bid	No Bid
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$2.57	No Bid	No Bid
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	$1.78	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$1.65
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid	No Bid	$9.83	$9.33	No Bid	No Bid	No Bid
31	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	$2.49	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	3.35*
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	$10.873	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

Amato Industries, Inc./Amchlor

#18 - 50 #

George S. Coyne Chemical Company, Inc.

#18 - Bidding Accutab SI

Univar USA, Inc.

#5 - 1,200 gallon minimum order requirement

#18 - 24 pail minimum one pallet

#31 - 2,000 gallon minimum

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2017

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

M S Spiker — Director of Utilities — November 6, 2018 — Date

Joseph W Mlsna — Water Operations Manager — November 6, 2018 — Date

Purchasing Agent

Recommend approval.

Jason L. Miller — Signature — 11/14/18 — Date

Finance Manager:

Recommend approval for the necessary Chemicals. This spans fiscal years. There is sufficient funding included in the FY19 approved budget & it is anticipated funding will be included in the FY20 budget process.

Michelle Hopkins — Signature — 11/14/18 — Date

City Administrator's Recommendation:

Approval

Valerie A. Haas — Signature — 11/15/18 — Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Bulk Chemical Purchase - Water Division $793.728.48 (multiple vendors)

Mayor and City Council Action Required:
Requested approval of the Water Division Chemicals Consent Agenda purchase in the amount of $793,728.48.

Discussion:
Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2018.
Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

Financial Impact:

Originating Department:	Utilities Dept. (Water Division)	**By:**	Nancy Hausrath		
Account Number:	Various	**Account/Project Name:**	City/County Joint Chemical Bid		
Budget Amount: FY19	$ 747,500	**Account Balance:**	$ 546,558	**Year**	**CIP Control No.:** NA
		Account Balance:		**Year**	**CIP Control No.:**
Unbudgeted:		**Source Of Funds:**	Water Fund - Operating		

Quantity	Item	Description	Value
60 Tons	1	Water - Chemicals - Liquid Chlorine (Univar USA)	$ 36,900.00
150,000 Pounds	2	Water - Chemicals - Aqueous Ammonia (Univar USA)	$ 24,750.00
16 Tons	6	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	$ 35,278.08
100 Dry Tons	7	Water - Chemicals - DelPac (USALCO)	$ 238,240.00
150,000 Gallons	9	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	$ 155,325.00
30,000 Gallons	10	Water - Chemicals - 93% Sulfuric Acid (Univar USA)	$ 44,700.00
50,000 Pounds	13	Water - Chemicals - Potassium Permanganate (Brenntag Northeast)	$ 170,330.00
6,000 Pounds	23	Water - Chemicals - Sodium Bisulfite (George S. Coyne)	$ 1,505.40
44,000 Pounds	25	Water - Chemicals - Sodium Fluorosilicate	
180,000 Pounds	30	Water - Chemicals - Poly-Orthophosphate (Shannon Chemical)	$ 76,140.00
48,000 Pounds	36	Water - Chemicals - Morton Salt (Maryland Chemical Co.)	$ 10,560.00
		TOTAL	$ 793,728.48

Recommendation:
Staff recommended approval

Motion:
Consent Agenda

Action Dates:
Regular Session 11/27/18

ATTACHMENTS:

File Name	Description
Water_Division_Chemicals_Consent_Agenda_112718.pdf	Water Division Chemicals Consent Agenda
Utilities_FY19_CHEMICAL_BID_EVALUATION_W_112718.pdf	Utilities FY19 CHEMICAL BID EVALUATION W
Utilities_FY19_CHEMICAL_BID_Sheet_W_112718.pdf	Utilities FY19 CHEMICAL BID Sheet W

1_Water_Chemicals_Signed.pdf	Signed Consent Sheet, Water Chemicals

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/27/2018

Approval For:
Consent Agenda:
New Business:

Originating Department: Utilities Dept. (Water Division) **By:** Nancy Hausrath
Account Number: Various **Account/Project Name:** City/County Joint Chemical Bid
Budget Amount: FY19 $ 747,500 **Account Balance:** $ 546,558 **Year** **CIP Control No.:** NA
Account Balance: **Year** **CIP Control No.:**
Unbudgeted: **Source Of Funds:** Water Fund - Operating

Quantity	Item	Description	Value
60 Tons	1	Water - Chemicals - Liquid Chlorine (Univar USA)	$ 36,900.00
150,000 Pounds	2	Water - Chemicals - Aqueous Ammonia (Univar USA)	$ 24,750.00
16 Tons	6	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	$ 35,278.08
100 Dry Tons	7	Water - Chemicals - DelPac (USALCO)	$ 238,240.00
150,000 Gallons	9	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	$ 155,325.00
30,000 Gallons	10	Water - Chemicals - 93% Sulfuric Acid (Univar USA)	$ 44,700.00
50,000 Pounds	13	Water - Chemicals - Potassium Permanganate (Brenntag Northeast)	$ 170,330.00
6,000 Pounds	23	Water - Chemicals - Sodium Bisulfite (George S. Coyne)	$ 1,505.40
44,000 Pounds	25	Water - Chemicals - Sodium Fluorosilicate	
180,000 Pounds	30	Water - Chemicals - Poly-Orthophosphate (Shannon Chemical)	$ 76,140.00
48,000 Pounds	36	Water - Chemicals - Morton Salt (Maryland Chemical Co.)	$ 10,560.00
		TOTAL	$ 793,728.48

Above To Be Used For:
The above chemicals are used in the water treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY20 Budget.

Recommended Vendor:
Business Name: See Attached Summary Report
Address:
City, State:
Bid/Proposal/Quote No.: County Bid: PUR-1398

Other Vendors:

Firm	City, State	Amount
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2018.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

M S Spiker — Director of Utilities — November 6, 2018 — Date

Nancy Hausrath — Water Operations Manager — November 6, 2018 — Date

Purchasing Agent

Signature — Date

Finance Manager:

Signature — Date

City Administrator's Recommendation:

Signature — Date

Water and Wastewater Chemical Bid Recommendation for FY19 &FY20

Operation and Account Number	FY19 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY18 Unit Cost	FY19/20 Projected Annual Cost
R.C. WILLSON WATER PLANT - 52-70501									
559103	$ 40,000	1	Liquid Chlorine	Water	60	Ton	UNIVAR USA	$ 615.00	$ 36,900
559123	$ 25,000	2	Aqueous Ammonia - 19%	Water	150,000	Pound	UNIVAR USA	$ 0.1650	$ 24,750
559113	$ 20,000	6	Powdered Activated Carbon	Water	16	Ton	GEORGE S. COYNE CHEMICAL CO., INC	$2,204.88	$ 35,278
559110	$ 225,000	7	Polyaluminum Chloride	Water	100	Dry Ton	USALCO, LLC	$2,382.40	$ 238,240
559101	$ 165,000	9	25% Liquid Caustic Soda	Water	150,000	Gallon	UNIVAR USA	$ 1.0355	$ 155,325
559119	$ 60,000	10	Sulfuric Acid (93-95%)	Water	30,000	Gallon	UNIVAR USA	$ 1.4900	$ 44,700
559112	$ 115,000	13	Potassium Permanganate	Water	50,000	Pound	BRENNTAG NORTHEAST	$ 3.4066	$ 170,330
559121	$ 2,500	23	Sodium Bisulfite	Water	6,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	$ 0.2509	$ 1,505
559106	$ 10,000	25	Sodium Fluorosilicate	Water	44,000	Pound	NO BIDS	$ -	$ -
559122	$ 75,000	30	Poly-Orthophosphate	Water	180,000	Pound	SHANNON CHEMICAL	$ 0.4230	$ 76,140
559120	$ 10,000	36	Morton Salt	Water	48,000	Pound	MARYLAND CHEMICAL	$ 0.2200	$ 10,560

Operation and Account Number	FY19 Budgeted Amount	FY19 YTD	Description	FY18 Actual
R.C. WILLSON WATER PLANT - 52-70501				
559103	$ 40,000	$ 18,000	Liquid Chlorine	$ 37,176
559123	$ 25,000	$ 9,080	Aqueous Ammonia - 19%	$ 17,843
559113	$ 20,000	$ -	Powdered Activated Carbon	$ -
559110	$ 225,000	$ 68,035	Polyaluminum Chloride	$ 203,053
559101	$ 165,000	$ 30,820	25% Liquid Caustic Soda	$ 139,116
559119	$ 60,000	$ -	Sulfuric Acid (93-95%)	$ 25,818
559112	$ 115,000	$ 54,300	Potassium Permanganate	$ 81,224
559121	$ 2,500	$ 723	Sodium Bisulfite	$ 2,434
559106	$ 10,000	$ 2,584	Sodium Fluorosilicate	$ 9,012
559122	$ 75,000	$ 17,400	Poly-Orthophosphate	$ 53,520
559	$ 10,000		Morton Salt	$ 11,729
Total:	**$ 747,500**	**$ 200,942**		**$ 580,925**

FY19/20 Estimated Expense

WILLSON **$793,729**

TOTAL ESTIMATED WATER COST **$793,729**

WATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
~~KUEHNE CHEMICAL~~	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 1,500.0000	60	$ 90,000.00
UNIVAR USA	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 615.0000	60	$ 36,900.00
UNIVAR USA	2	AQUEOUS AMMONIA (19%)	POUND	$ 0.1650	150,000	$ 24,750.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	$ 2,204.8824	16	$ 35,278.12
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	$ 2,382.4000	100	$ 238,240.00
~~BRENNTAG NORTHEAST~~	9	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON	$ 1.0450	150,000	$ 156,750.00
~~KUEHNE CHEMICAL~~	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.4670	150,000	$ 220,050.00
UNIVAR USA	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.0355	150,000	$ 155,325.00
~~BRENNTAG NORTHEAST~~	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.6750	30,000	$ 50,250.00
UNIVAR USA	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.4900	30,000	$ 44,700.00
BRENNTAG NORTHEAST	13	POTASSIUM PERMANGANATE	POUND	$ 3.4066	50,000	$ 170,330.00
~~UNIVAR USA~~	13	POTASSIUM PERMANGANATE	POUND	$ 4.1600	50,000	$ 208,000.00
GEORGE S. COYNE CHEMICAL CO., INC	23	SODIUM BISULFITE (38-40%)	POUND	$ 0.2509	6,000	$ 1,505.40
UNIVAR USA	29	SODIUM FLUOROSILICATE	POUND	$ -	44,000	$ -
~~GEORGE S. COYNE CHEMICAL CO., INC~~	35	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	$ 0.4123	180,000	$ 74,214.00
SHANNON CHEMICAL	35	POLY-ORTHOPHOSPHATE	POUND	$ 0.4230	180,000	$ 76,140.00
MARYLAND CHEMICAL	36	MORTON SALT	POUND	$ 0.2200	48,000	$ 10,560.00
~~UNIVAR USA~~	36	MORTON SALT	POUND	$ 0.2534	48,000	$ 12,163.20
						$ 793,728.52

PUR-1398

Swimming Pool / Water / WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Brenntag Northeast, LLC Reading, PA	George S. Coyne Chemical Company Inc. Croydon, PA	Kuehne Chemical Company, Inc. South Kearny, NJ	Maryland Chemical Company, Inc. Baltimore, MD	Shannon Chemical Corporation Malvern, PA	Univar USA, Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	~~No Bid~~	~~No Bid~~	~~$1,500.00~~	~~No Bid~~	~~No Bid~~	$615.00	~~No Bid~~
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$0.165	~~No Bid~~
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	~~No Bid~~	$2,204.8824 *	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Dry Ton	Dry Ton	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$2,382.40
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	~~$1.045~~	~~No Bid~~	~~$1.467~~	~~No Bid~~	~~No Bid~~	$1.0355	~~No Bid~~
10	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	~~$1.675~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$1.49	~~No Bid~~
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	$3.4066	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~$4.16~~	~~No Bid~~
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	~~No Bid~~	$0.2509	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~$0.4123~~ *	~~No Bid~~	~~No Bid~~	$0.423	~~No Bid~~	~~No Bid~~
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~No Bid~~	~~No Bid~~	$0.22	~~No Bid~~	~~$0.2534~~ *	~~No Bid~~

Exceptions:

George S. Coyne Chemical Company, Inc.

#6 - Bidding Hydrodarco B - Min 8000 lbs. dely

#30 - Bidding CP-722

Univar USA, Inc.

#4 - Univar will not deliver to tanks owned by Community Pools. If awarded we will provide two 1,000 Gal tanks.

#36 - 49 Bag minimum one pallet

WATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
~~KUEHNE CHEMICAL~~	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 1,500.0000	60	$ 90,000.00
UNIVAR USA	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	$ 615.0000	60	$ 36,900.00
UNIVAR USA	2	AQUEOUS AMMONIA (19%)	POUND	$ 0.1650	150,000	$ 24,750.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	$ 2,204.8824	16	$ 35,278.12
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	$ 2,382.4000	100	$ 238,240.00
~~BRENNTAG NORTHEAST~~	9	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON	$ 1.0450	150,000	$ 156,750.00
~~KUEHNE CHEMICAL~~	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.4670	150,000	$ 220,050.00
UNIVAR USA	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	$ 1.0355	150,000	$ 155,325.00
~~BRENNTAG NORTHEAST~~	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.6750	30,000	$ 50,250.00
UNIVAR USA	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	$ 1.4900	30,000	$ 44,700.00
BRENNTAG NORTHEAST	13	POTASSIUM PERMANGANATE	POUND	$ 3.4066	50,000	$ 170,330.00
~~UNIVAR USA~~	13	POTASSIUM PERMANGANATE	POUND	$ 4.1600	50,000	$ 208,000.00
GEORGE S. COYNE CHEMICAL CO., INC	23	SODIUM BISULFITE (38-40%)	POUND	$ 0.2509	6,000	$ 1,505.40
UNIVAR USA	29	SODIUM FLUOROSILICATE	POUND	$ -	44,000	$ -
~~GEORGE S. COYNE CHEMICAL CO., INC~~	35	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	$ 0.4123	180,000	$ 74,214.00
SHANNON CHEMICAL	35	POLY-ORTHOPHOSPHATE	POUND	$ 0.4230	180,000	$ 76,140.00
MARYLAND CHEMICAL	36	MORTON SALT	POUND	$ 0.2200	48,000	$ 10,560.00
~~UNIVAR USA~~	36	MORTON SALT	POUND	$ 0.2534	48,000	$ 12,163.20
						$ 793,728.52

WASTEWATER DIVISION: **COMPANY NAME**	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
PVS TECHNOLOGIES, INC.	3	FERRIC CHLORIDE	DRY TON	$ 592.0000	60	$ 35,520.00
~~KUEHNE CHEMICAL CO. INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 6.0000	4,800	$ 28,800.00
~~AMATO INDUSTRIES, INC.~~	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 2.8500	4,800	$ 13,680.00
UNIVAR USA	5	SODIUM HYPOCHLORITE - BULK	GALLON	$ 1.5500	4,800	$ 7,440.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	18	3" CHLORINE TABLETS	POUND	$ 2.2437	1,500	$ 3,365.55
UNIVAR USA	18	3" CHLORINE TABLETS	POUND	$ 2.1200	1,500	$ 3,180.00
~~AMATO INDUSTRIES, INC.~~	18	3" CHLORINE TABLETS - EXCEPTION	POUND	$ 2.4000	1,500	$ 3,600.00
~~GEORGE S. COYNE CHEMICAL CO., INC~~	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 9.7687	2,000	$ 19,537.40
MARYLAND BIOCHEMICAL CO.	26	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLON	$ 7.1100	2,000	$ 14,220.00
PREMIER MAGNESIA	27	THIOGUARD - EXCEPTION	GALLON	$ 2.5700	65,000	$ 167,050.00
~~BRENNTAG NORTHEAST, INC.~~	28	METHANOL	GALLON	$ 1.7800	50,000	$ 89,000.00
UNIVAR USA	28	METHANOL	GALLON	$ 1.6500	50,000	$ 82,500.00
~~MARYLAND BIOCHEMICAL CO.~~	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.8300	500	$ 4,915.00
MARYLAND CHEMICAL CO., INC.	29	BACTERIAL ENZYMATIC POWDER	POUND	$ 9.3300	500	$ 4,665.00
~~UNIVAR USA~~	31	50% CAUSTIC	GALLON	$ 3.3500	2,000	$ 6,700.00
BRENNTAG NORTHEAST, LLC	31	50% CAUSTIC	GALLON	$ 2.4800	2,000	$ 4,960.00
GEORGE S. COYNE CHEMICAL CO., INC	35	POLYMER (ZETAG 8814)	POUND	$ 10.8729	5,000	$ 54,364.50
						$ 373,899.50

PUR-1398

Swimming Pool / Water / WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Brenntag Northeast, LLC Reading, PA	George S. Coyne Chemical Company Inc. Croydon, PA	Kuehne Chemical Company, Inc. South Kearny, NJ	Maryland Chemical Company, Inc. Baltimore, MD	Shannon Chemical Corporation Malvern, PA	Univar USA, Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	~~No Bid~~	~~No Bid~~	~~$1,500.00~~	~~No Bid~~	~~No Bid~~	$615.00	~~No Bid~~
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$0.165	~~No Bid~~
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	~~No Bid~~	$2,204.8824 *	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Dry Ton	Dry Ton	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$2,382.40
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	~~$1.045~~	~~No Bid~~	~~$1.467~~	~~No Bid~~	~~No Bid~~	$1.0355	~~No Bid~~
10	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	~~$1.675~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	$1.49	~~No Bid~~
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	$3.4066	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~$4.16~~	~~No Bid~~
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	~~No Bid~~	$0.2509	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~	~~No Bid~~
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~$0.4123~~ *	~~No Bid~~	~~No Bid~~	$0.423	~~No Bid~~	~~No Bid~~
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	~~No Bid~~	~~No Bid~~	~~No Bid~~	$0.22	~~No Bid~~	~~$0.2534~~ *	~~No Bid~~

Exceptions:

George S. Coyne Chemical Company, Inc.

#6 - Bidding Hydrodarco B - Min 8000 lbs. dely

#30 - Bidding CP-722

Univar USA, Inc.

#4 - Univar will not deliver to tanks owned by Community Pools. If awarded we will provide two 1,000 Gal tanks.

#36 - 49 Bag minimum one pallet

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2018.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

M S Spitzer — Director of Utilities — November 6, 2018 — Date

Nancy Hausrath — Water Operations Manager — November 6, 2018 — Date

Purchasing Agent

Recommend Approval.

Jason T. Miller — Signature — 11/14/18 — Date

Finance Manager:

Recommend approval for the necessary chemicals. This spans fiscal years. There is sufficient funding included in the 5419 approved budget & it is anticipated funding will be included in 5420 budget process.

Michelle Hoffer — Signature — 11/14/18 — Date

City Administrator's Recommendation:

Approval

Valerie A. Nelson — Signature — 11/14/18 — Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Collection System Rehabilitation Phase 1A - Mr. Rehab, Inc. (Mechanicsburg, PA) $207,235.21

Mayor and City Council Action Required:
Requested approval of the Wastewater Division Consent Agenda Collection System Rehab Phase 1A Project in the amount of $207,205.31.

Discussion:
This project is a continuation of the Citywide Project which utilizes recommendations from the 2006 Sanitary Sewer Evaluation Survey (SSES) and 2008 Capacity Management Operation and Maintenance (CMOM) manual. This project was publicly bid in FY17 and was awarded to the lowest bidder. That Contractor has agreed to hold his unit pricing for FY18 and FY19. $400,000.00 was budgeted in FY18 and FY19 for CIP project number C0800 to fund additional rehabilitation work on the City's Wastewater Collection Systems. The City also recently received $321,836.62 from the construction reserve fund established with Washington County in the Flow Transfer Agreement. Those funds were intended to finance improvements to the City and County wastewater systems.
The current Purchase Order issued to Mr Rehab on August 6, 2018 was for $482,070.15. To date $340,097.15 has been spent. The Contractor has agreed to hold his unit prices from his original bid to complete an additional $207,235.21 of rehabilitation work as listed on the attached sheets. Purchase Order 20190139 will be increased by $207,235.21 to cover the additional work. The new amount of PO number 20190139 will be $689,305.36.

Financial Impact:

Originating Department:	Wastewater Department			**By:**	Joseph Moss			
Account Number:	54-85001-5881-C0800			**Account/Project Name:**	Collection System Rehabilitation Phase 1A			
Account Number:	54-85001-5881-C0327			**Account/Project Name:**	Collection System Rehabilitation Phase 1A			
Budget Amount:	FY18	$ 400,000	**Account Balance:**	$ 278,475	**Year**	FY18	**CIP Control No.:**	C0800
	FY19	$ 400,000	**Account Balance:**	$ 400,000	**Year**	FY18	**CIP Control No.:**	C0800
Unbudgeted:			**Source Of Funds:**	Wastewater Funds				

Quantity	Description	Value
Unit price contract	Hagerstown Collection System Rehabilitation Phase 1A - additional work	$ 207,235.21
	TOTAL	$ 207,235.21

Recommendation:
Staff recommended approval

Motion:
Consent Agenda

Action Dates:
Regular Session 11/17/18

ATTACHMENTS:

File Name	Description
Wastewater_Division_Consent_Collection_System_Rehab_Phase_1A_Continued_112718.pdf	Wastewater Division Consent Collection System Rehab

Wastewater_Division_Collection_System_Rehabilitation_Phase_1ACO1_112718.pdf

Phase 1A Continued 112718 Wastewater Division Collection System Rehabilitation Phase 1ACO1

Pages_from_1_Rehab_Signed.pdf

Signed Consent Form, Wastewater System Rehabilitation

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/27/2018

Approval For:
Consent Agenda: X
New Business:

Originating Department: Wastewater Department **By:** Joseph Moss

Account Number: 54-85001-5881-C0800 **Account/Project Name:** Collection System Rehabilitation Phase 1A

Account Number: 54-85001-5881-C0327 **Account/Project Name:** Collection System Rehabilitation Phase 1A

Budget Amount: FY18 $ 400,000 **Account Balance:** $ 278,475 **Year** FY18 **CIP Control No.:** C0800

FY19 $ 400,000 **Account Balance:** $ 400,000 **Year** FY18 **CIP Control No.:** C0800

Unbudgeted: **Source Of Funds:** Wastewater Funds

Quantity	Description	Value
Unit price contract	Hagerstown Collection System Rehabilitation Phase 1A - additional work	$ 207,235.21
	TOTAL	$ 207,235.21

Above To Be Used For:

This project is a continuation of the Citywide Project which utilizes recommendations from the 2006 Sanitary Sewer Evaluation Survey (SSES) and 2008 Capacity Management Operation and Maintenance (CMOM) manual. This project was publicly bid in FY17 and was awarded to the lowest bidder. That Contractor has agreed to hold his unit pricing for FY18 and FY19. $400,000.00 was budgeted in FY18 and FY19 for CIP project number C0800 to fund additional rehabilitation work on the City's Wastewater Collection Systems. The City also recently received $321,836.62 from the construction reserve fund established with Washington County in the Flow Transfer Agreement. Those funds were intended to finance improvements to the City and County wastewater systems.

Recommended Vendor:

Business Name: Mr. Rehab, Inc.

Address: Three Long Lane

City, State: Mechanicsburg, PA 17050

Bid/Proposal/Quote No.: B1608.16

Other Vendors: See attached bidders list

Firm	City, State	Amount

Comments

Department Manager (required on all unbudgeted items):

The current Purchase Order issued to Mr Rehab on August 6, 2018 was for $482,070.15. To date $340,097.15 has been spent. The Contractor has agreed to hold his unit prices from his original bid to complete an additional $207,235.21 of rehabilitation work as listed on the attached sheets. Purchase Order 20190139 will be increased by $207,235.21 to cover the additional work. The new amount of PO number 20190139 will be $689,305.36.

Water Operations Manager	November 27, 2018
Director of Utilities	November 27, 2018
	Date

Finance Department:

Signature	Date

Finance Manager:

Signature	Date

City Administrator's Recommendation:

Signature	Date

CITY OF HAGERSTOWN CHANGE ORDER Number 1

ISSUE DATE: October 30, 2018	EFFECTIVE DATE: as signed below
OWNER: City Of Hagerstown Contract: City PO 20190139 Project: Collection System Rehab Phase 1A – Additional Work OWNER'S Contract No.: B1608.16	CONTRACTOR: Mr. Rehab, LLC

You are directed to make the following changes in the Contract Documents:

Description	Remove the base bid work from Dwg_1 and Dwg_36A dated Feb 2018 Add Work on pages 1-3 of RFP drawings dated Oct 2018 with prices proposed on 10/22/18 via email

Attachments: Additional Work Request, Pricing for Additional Items, Cost Impacts

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME
Original Contract Price $482,070.15		Original Contract Times: Substantial Completion: 120 days Ready for final payment: 150 days
Net ~~increase~~ decrease from previous Change Orders No. 0 To No. 0 $0		Net change from previous Change Orders No. 0 To No. 0 Substantial Completion: 0 days Ready for final Payment: 0 days
Contract Price prior to this Change Order: $482,070.15		Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for final payment: 150 days
Net **increase** of this Change Order: $207,235.21		Net increase ~~(decrease)~~ this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price with all approved Change Orders $689,305.36		Contract Times with all approved Change Orders: Substantial Completion: 120 days Ready for final payment: 150 days

RECOMMENDED BY:	APPROVED BY:	ACCEPTED BY:
By _____ Engineer	By _____ Owner	By _____ Contractor
Date 10/30/2018	Date _____	Date 10/31/18

CHANGE ORDER 1 - COST IMPACTS
Date: 10/30/18
Completed by: Matthew Mohler

Original PO	$ 482,070.15
Savings from Sheet 36A	$ (91,073.00)
Savings from Sheet 1	$ (50,900.00)
Combined Savings	$ (141,973.00)
Request for Pricing Additional Cost	$ 332,579.25
5% Contingency	$ 16,628.96
Combined Additional Cost	$ 349,208.21
Net Change this CO	$ 207,235.21
Revised Contract Cost	$ 689,305.36

RBC

DS MH	US MH	SEGMENT ID	DIA (IN)	LENGTH (FT)	REHAB TYPE	LATERALS	LATERAL LENGTH	SHEET
24001	24002	2400124002	12	15	MAIN	0		1
24002	24003	2400224003	12	119	MAIN	0		1
24003	24004	2400324004	12	358	MAIN	0		1
24004	24005	2400424005	12	201	MAIN	0		1
24005	24006	2400524006	10	394	MAIN	0		1
24006	24007	2400624007	10	246	MAIN	0		1
24007	24009	2400724009	10	308	MAIN	0		1
24009	24010	2400924010	10	275	MAIN	0		2
24010	24011	2401024011	10	300	MAIN	0		2
24011	24012	2401124012	10	295	MAIN	0		2
24012	24013	2401224013	8	325	LATERALS ONLY	23	1135	2
24013	24016	2401324016	8	315	LATERALS AND MAIN	10	250	2

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	$ 3,200.00	$ 3,200.00
2	Light Cleaning and CCTV Inspection	LF	3151	$ 1.35	$ 4,253.85
3.A	8" Main Lining	LF	315	$ 37.25	$ 11,733.75
3.B	10" Main Lining	LF	1818	$ 36.70	$ 66,720.60
3.C	12" Main Lining	LF	693	$ 59.85	$ 41,476.05
4	Reinstate Lateral	EA	10	$ 150.00	$ 1,500.00
5	Lateral Connection including the first 5ft - 8in main	EA	33	$ 2815	$ 92,895.00
6	Additional Lateral Footage beyond 5ft	LF	1220	$ 65.00	$ 79,300.00
7	Heavy Cleaning	HR	10	$ 350	$ 3500.00
8	Bypass Pumping	LS	1	$ 8,400	$ 8,400.00
9	Traffic Control	LS	1	$ 19,600	$ 19,600.00
				TOTAL PRICE	332,579.25

RBC

Matt Mohler

From: Robert Checchia [bchecchia@mrrehab.com]
Sent: Monday, October 22, 2018 11:43 AM
To: Matt Mohler
Cc: Karen Losch; Jim Clark
Subject: Pricing for additional items
Attachments: SKMBT_C284e18102211560.pdf

Matt,

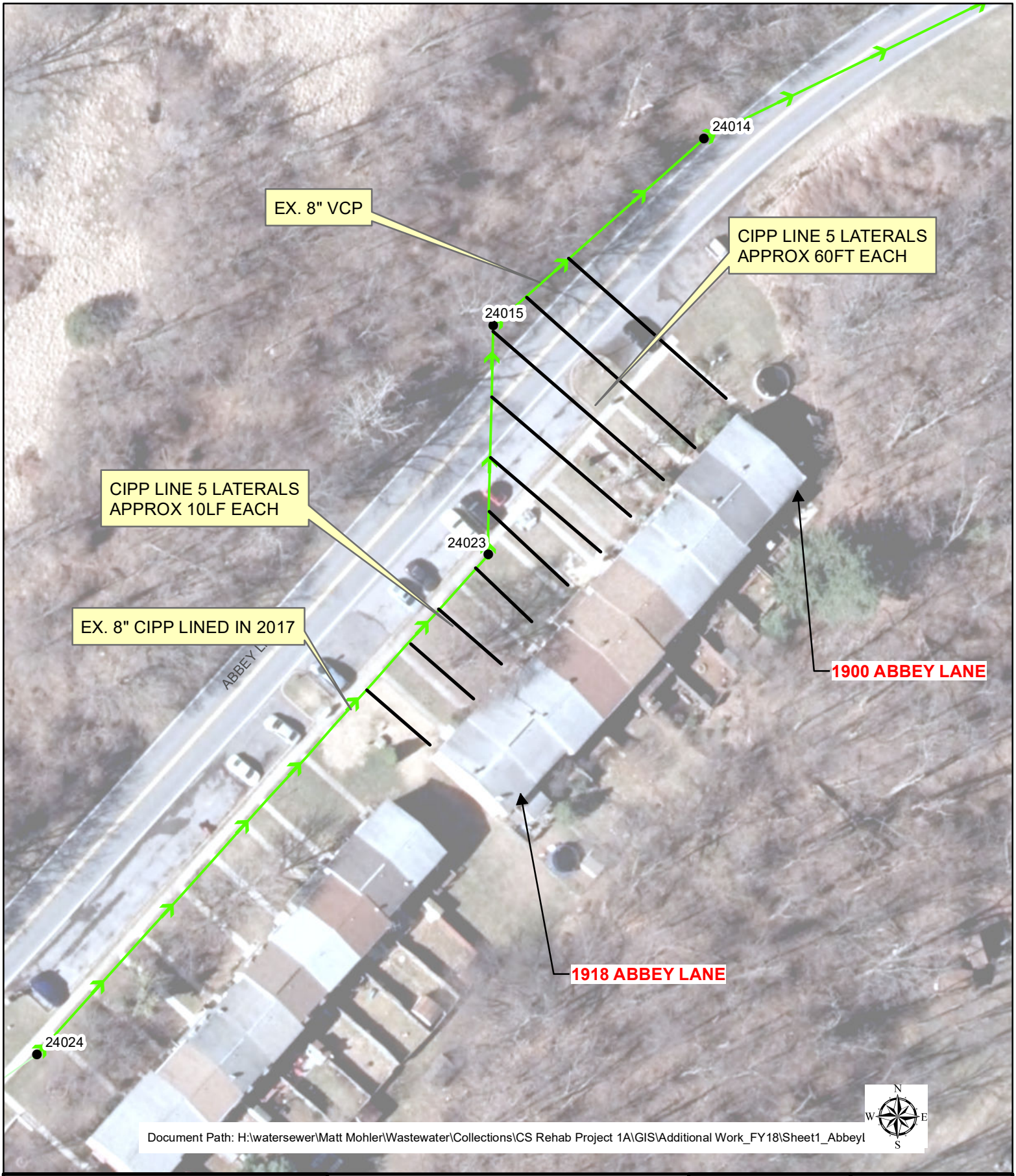
I am pleased to provide you with the attached unit pricing for the additional work requested. I appreciate the opportunity to offer you pricing and I look forward to completing the remainder of this work. With regard to access to the ROW, I anticipate we will need assistance in accessing m/h # 24007, as well as having the authority to lay bypass hose through ROW from # 24012 through to # 24004. Thank you for any assistance you can provide.
Please don't hesitate to contact me if you have any questions.

Best regards,

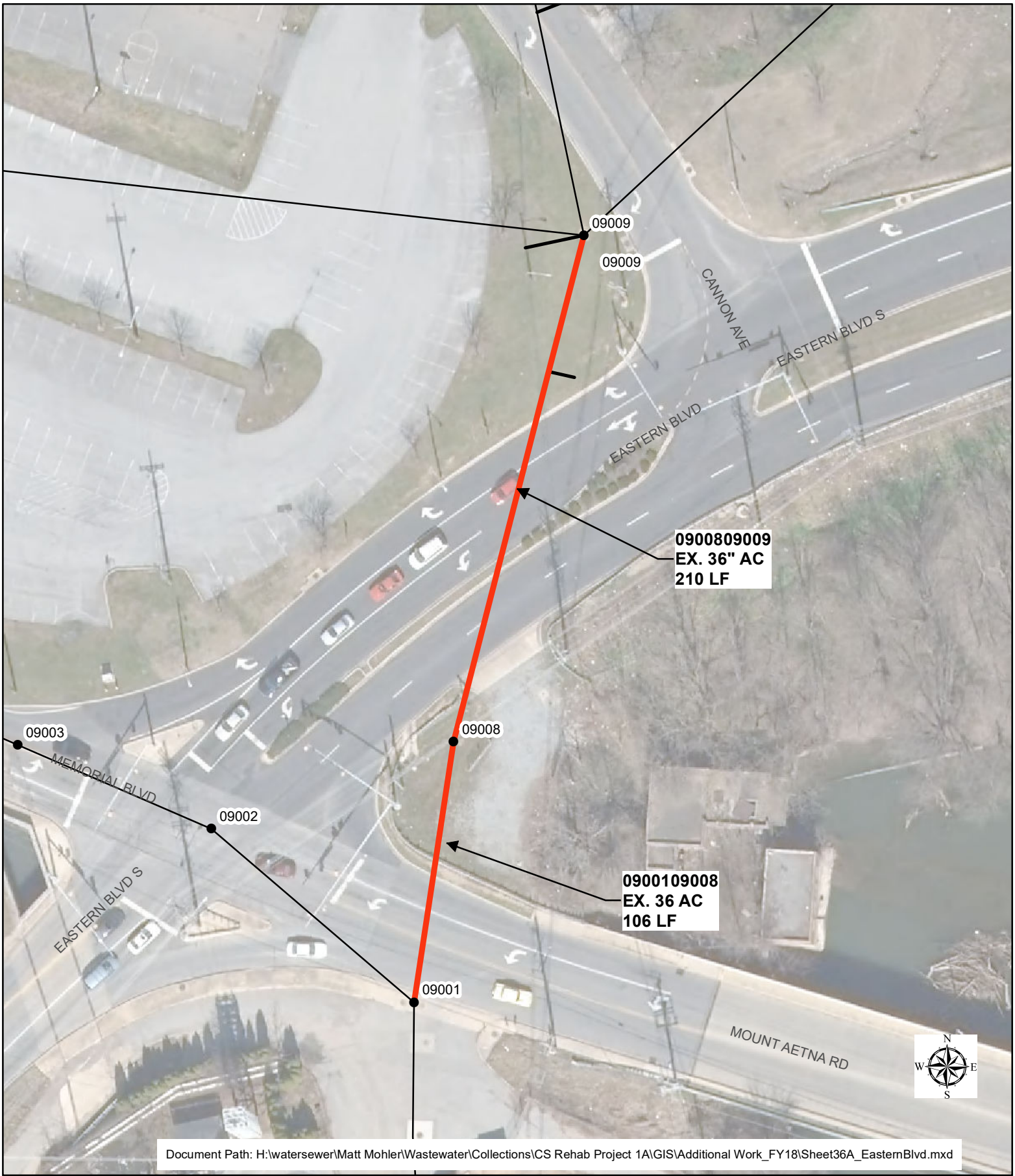
Bob Checchia

Mr. Rehab, LLC
Vice President
Sales and Business Development

Office: (717) 697-1242 ext. 110
Cell: (717) 770-9437
Fax: (717) 697-1028
www.mrrehab.com



CITY OF HAGERSTOWN UTILITIES DEPARTMENT	FY2018 SANITARY SEWER REHABILITATION CIPP LINING CONTRACT ADDL WORK	SCALE: 1 in = 50 ft DRAWN BY: MJM DATE: FEB 2018	PAGE NUM: Page 1 of DWG NO: 1



Document Path: H:\watersewer\Matt Mohler\Wastewater\Collections\CS Rehab Project 1A\GIS\Additional Work_FY18\Sheet36A_EasternBlvd.mxd

CITY OF HAGERSTOWN

UTILITIES DEPARTMENT

FY2018 SANITARY SEWER REHABILITATION

CIPP LINING CONTRACT ADDL WORK

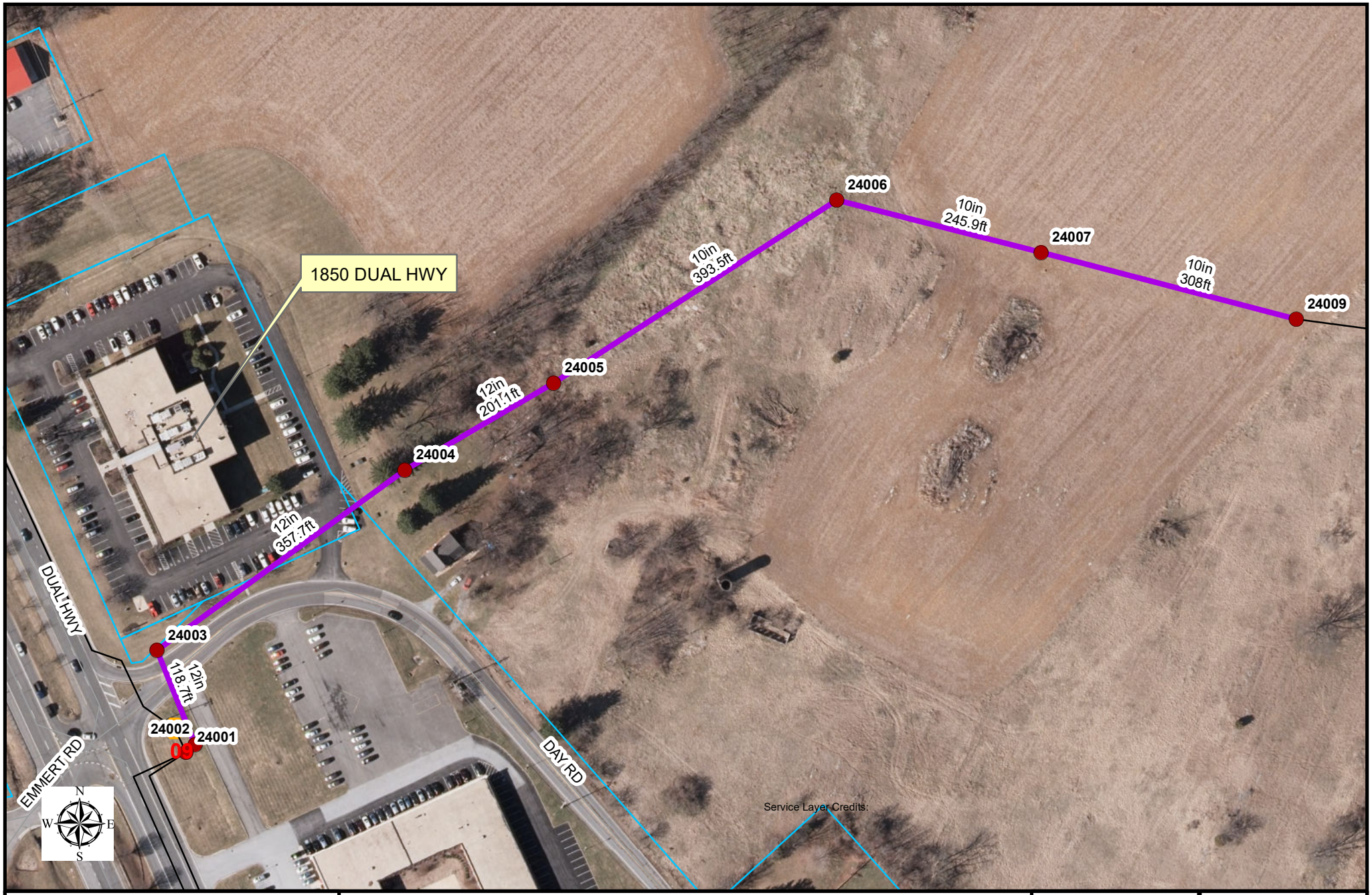
SCALE: 1 in = 50 ft

DRAWN BY: MJM

DATE: FEB 2018

PAGE NUM: Page 1 of 1

DWG NO: 36A



CITY OF HAGERSTOWN

UTILITIES DEPARTMENT

ADDITIONAL MAINLINE LINING REQUEST FOR PRICING

SCALE: 1 in = 150 ft	PAGE NUM: 1
DRAWN BY: MJM	DWG NO:
DATE: 10/10/2018	

CITY OF HAGERSTOWN

UTILITIES DEPARTMENT

ADDITIONAL MAINLINE LINING REQUEST FOR PRICING

SCALE: 1 in = 150 ft	PAGE NUM: 2
DRAWN BY: MJM	DWG NO:
DATE: 10/10/2018	

CITY OF HAGERSTOWN

UTILITIES DEPARTMENT

ADDITIONAL MAINLINE LINING REQUEST FOR PRICING

SCALE: 1 in = 300 ft	PAGE NUM: 3
DRAWN BY: MJM	DWG NO:
DATE: 10/10/2018	

Comments

Department Manager (required on all unbudgeted items):
The current Purchase Order issued to Mr Rehab on August 6, 2018 was for $482,070.15. To date $340,097.15 has been spent. The Contractor has agreed to hold his unit prices from his original bid to complete an additional $207,235.21 of rehabilitation work as listed on the attached sheets. Purchase Order 20190139 will be increased by $207,235.21 to cover the additional work. The new amount of PO number 20190139 will be $689,305.36.

Joseph W Mc... — November 27, 2018
Water Operations Manager

M S Spiker — November 27, 2018
Director of Utilities — Date

Finance Department:

Recommend approval.

Jason T. Miller — 11/14/18
Signature — Date

Finance Manager:

Michelle Taylor — 11/14/18
Signature — Date

City Administrator's Recommendation:

Approval

Vickie G Nelson — 11/15/18
Signature — Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Owner's Consent for Annexation of Foggy Bottom Farm and Other Lands

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Authorization_to_Proceed_with_Annexation_of_City-owned_Lands.pdf	Owner's Consent

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Authorization to Proceed with Annexation of City-Owned Lands**
Relating to Annexation Case A-2018-01

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X_

MOTION: I hereby move for Mayor and Council authorization, as the City being the owner of 11.934 acres of land, more or less, also known as the "Watters Property" or "Foggy Bottom Farm", for the Mayor to sign on behalf of the Mayor and City Council the document identified as "Consent of Property Owner(s)" for the purpose of initiating the annexation of that property and others into the corporate limits of the City of Hagerstown.

DATE OF ADOPTION: November 27, 2018
EFFECTIVE DATE: November 27, 2018

EXHIBIT C
CONSENT OF PROPERTY OWNER(S)

Pursuant to the Local Government Article, §4-401 et seq. (Annexation) of the Annotated Code of Maryland, the City of Hagerstown, being the sole owner of the "Foggy Bottom Farm" tract, being 11.934 acres of land, and consisting of 93.17 percent of the assessed value of lands within the area subject to this resolution for annexation (exceeding the minimum requirement of 25% of the owners of the assessed value of lands), having read the Metes and Bounds Description does hereby consent to the Annexation of its property as described in *Foggy Bottom Farm and Other Lands Annexation A-2018-01*, subject to all of the terms and conditions set forth in the Resolution and other documents set forth above.

The City of Hagerstown further agrees and consents to execute such documents and to perform such acts as may be required to complete the Annexation of the property.

IN WITNESS WHEREOF, The City of Hagerstown has caused its corporation name to be here unto subscribed by Donna K. Spickler, City Clerk, and its corporate seal to be affixed hereto and duly attested by its City Clerk.

ATTEST AS TO
CORPORATE SEAL

THE CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor

ASSESSMENT OF LANDS TO BE ANNEXED (IN U.S. DOLLARS)

Property	Land	Improvements	Total
City of Hagerstown Property (Foggy Bottom Farm)	219,600	140,800	360,400
Washington County Govt. (Stormwater Management Facility)	0	0	0
Meritus Medical Center, Inc.	26,400	0	26,400
TOTAL	**246,000**	**140,800**	**386,800**

Assessed Value of Foggy Bottom Farm:	360,400÷
Total Assessed Value of Three Properties to be Annexed:	386,800
Percentage of Assessed Value of Lands to be Annexed Owned by the City:	93.17%

Source: Maryland Department of Assessment and Taxation database records for each of the three properties provided by D. Pitsnogle, MD DAT staff, Hagerstown office, on October 31, 2018, copies of which are included with Annexation File A-2018-01.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of Resolution: Annexation of Foggy Bottom Farm and Other Lands

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Introduction_of_Ordinance_-_Annexation_Resolution_for_Foggy_Bottom_Farm_and_other_Lands.pdf	Annex Foggy Bottom Resolution

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Introduction of Annexation Resolution**
Foggy Bottom Farm and other Lands
Case No. A-2018-01

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	__X__
Other	_____

MOTION: I hereby move that the Mayor and City Council Introduce an Annexation Resolution for an annexation known as the "Foggy Bottom Farm and Other Lands", for three properties located between Antietam Creek and Yale Drive. The portion of property to be annexed is approximately 101.03 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF INTRODUCTION:	11/27/18
HEARING DATE:	01/29/19
DATE OF PASSAGE:	02/26/19
EFFECTIVE DATE:	04/12/19

RESOLUTION NO.

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF THE ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein;

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 *et seq.*, the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, and to be popularly known as the *"Foggy Bottom Farm and Other Lands Annexation, Case No. A-2018-01"* for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A – Annexation Plat (3 pages);**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and the City of Hagerstown, as the sole owner of "Foggy Bottom Farm", leases this property to Jarris and Jocelyn Crooks, being registered voters who are residents of "Foggy Bottom Farm", which is the only residentially occupied property of the three included in this petition, and they have agreed and consented to the annexation as set forth in the attached Consent and there are no registered voters residing on the remaining two properties to provide or withhold consent, **See Exhibit B – Consent of Resident Registered Voters**;

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-403(b)(2), the City may annex lands with the consent of the owners of twenty-five (25) percent of the assessed value of lands to be annexed, and the City of Hagerstown, which has provided consent for this annexation is the owner of ninety-three and seventeen one-hundredths (93.17) percent of the assessed value of the lands subject to this resolution, **See Exhibit C – Consent of Property Owners;**

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(c), the Annexation was referred to the appropriate State, Regional , and County Planning authorities,

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the

Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 *et seq.*, be and are hereby amended so as to annex and include land within said City all that certain area of land together with the persons residing therein and the properties therein, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit A – Annexation Plat (3 pages)** attached hereto and made a part thereof;

Section 2. And be it further resolved by the Mayor and City Council, that the subject properties to be annexed shall have zoning classifications as follows upon annexation:

Meritus Medical Center Lands	I-MU (Industrial – Mixed Use)
Washington County Commissioners	I-MU (Industrial – Mixed Use)
Foggy Bottom Farm (11850 Indian Lane)	AT (Agricultural Transition), and with a designation as a "potential landmark"

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**;.

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

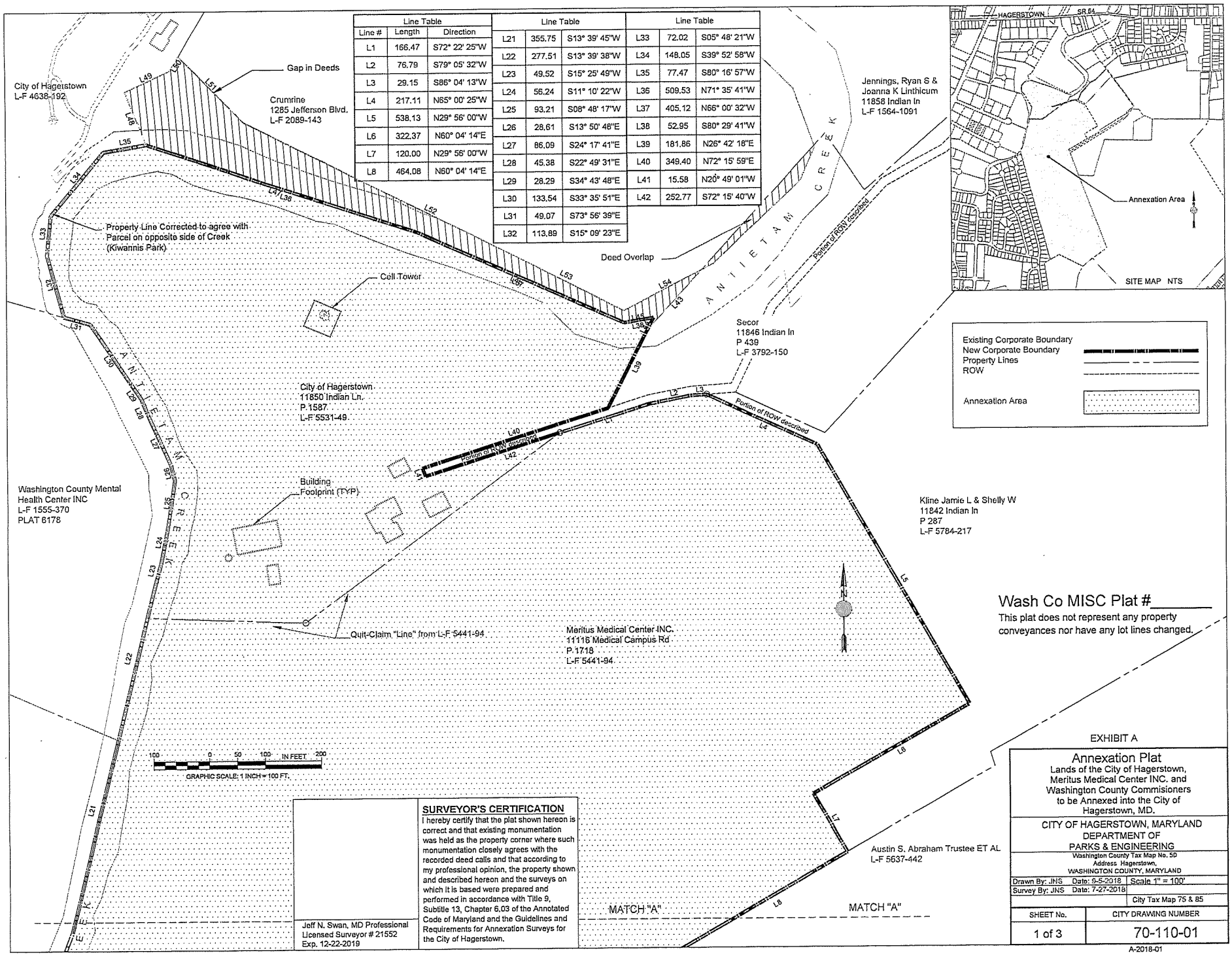
WITNESS AND ATTEST
AS TO CORPORATE SEAL

BY ORDER OF THE MAYOR AND
THE CITY COUNCIL OF HAGERSTOWN,
MARYLAND

_____
Donna K. Spickler
City Clerk

By: _____
Robert E. Bruchey, II
Mayor

Date Introduced:	11/27/18
Hearing Date:	01/29/19
Final Enactment	02/26/19
Effective Date:	04/12/19



Line Table		
Line #	Length	Direction
L1	166.47	S72° 22' 25"W
L2	76.79	S79° 05' 32"W
L3	29.15	S86° 04' 13"W
L4	217.11	N65° 00' 25"W
L5	538.13	N29° 56' 00"W
L6	322.37	N60° 04' 14"E
L7	120.00	N29° 56' 00"W
L8	464.08	N60° 04' 14"E

Line Table		
L21	355.75	S13° 39' 45"W
L22	277.51	S13° 39' 38"W
L23	49.52	S15° 25' 49"W
L24	56.24	S11° 10' 22"W
L25	93.21	S08° 48' 17"W
L26	28.61	S13° 50' 48"E
L27	86.09	S24° 17' 41"E
L28	45.38	S22° 49' 31"E
L29	28.29	S34° 43' 48"E
L30	133.54	S33° 35' 51"E
L31	49.07	S73° 56' 39"E
L32	113.89	S15° 09' 23"E

Line Table		
L33	72.02	S05° 48' 21"W
L34	148.05	S39° 52' 58"W
L35	77.47	S80° 16' 57"W
L36	509.53	N71° 35' 41"W
L37	405.12	N66° 00' 32"W
L38	52.95	S80° 29' 41"W
L39	181.86	N26° 42' 16"E
L40	349.40	N72° 15' 59"E
L41	15.59	N20° 49' 01"W
L42	252.77	S72° 15' 40"W

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
Exp. 12-22-2019

Wash Co MISC Plat #_____

This plat does not represent any property conveyances nor have any lot lines changed.

EXHIBIT A

Annexation Plat

Lands of the City of Hagerstown, Meritus Medical Center INC. and Washington County Commisioners to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

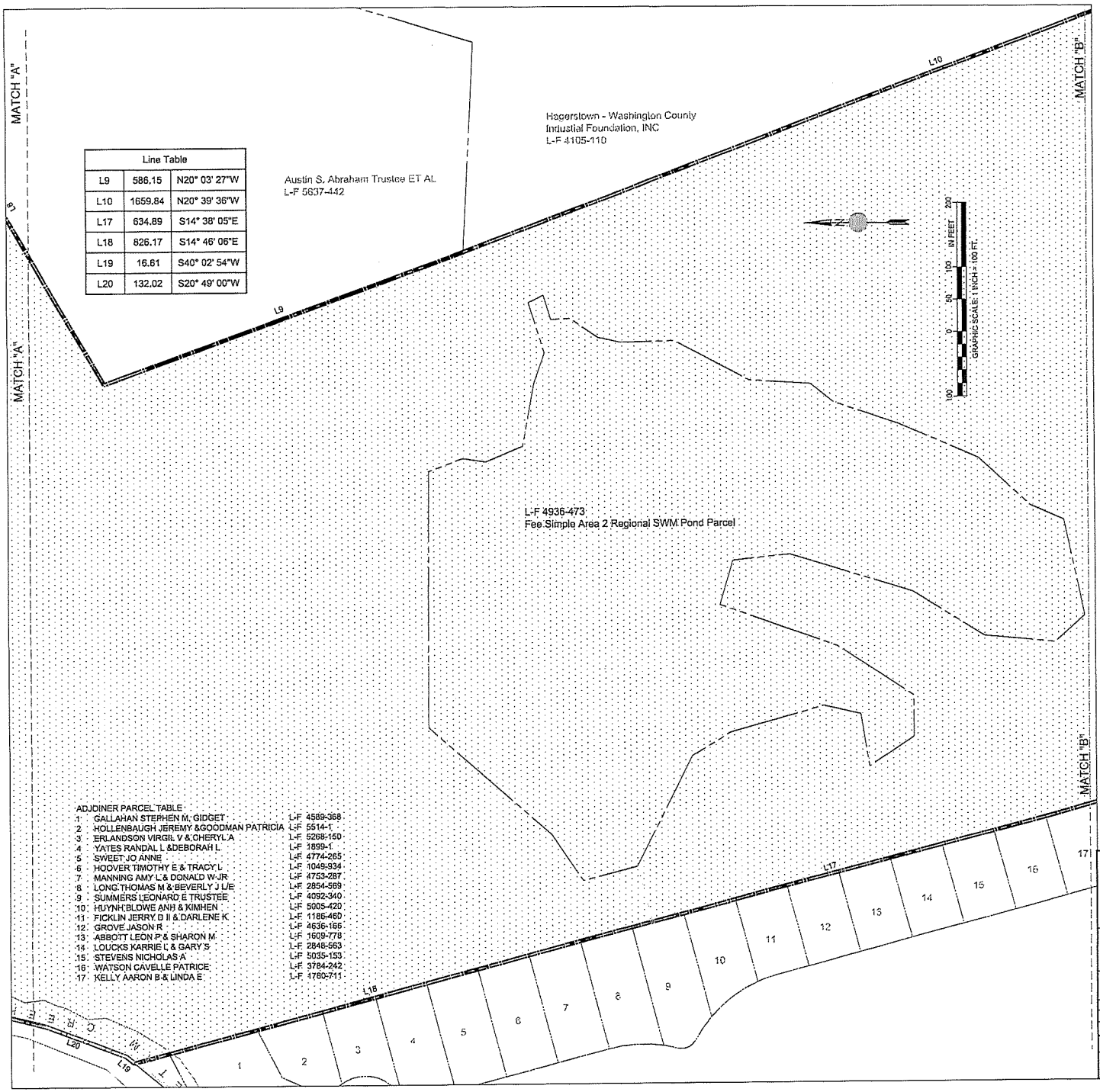
Washington County Tax Map No. 50
Address Hagerstown,
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS	Date: 9-5-2018	Scale 1" = 100'
Survey By: JNS	Date: 7-27-2018	
		City Tax Map 75 & 85

SHEET No.	CITY DRAWING NUMBER
1 of 3	70-110-01

A-2018-01

7/23/2012 1:51 PM Hagerstown Engineering m:\drafting\dwgs\75-0000\75-160 properties on antietam\dwg\indian lane annexation survey.dwg



Line Table		
L9	586.15	N20° 03' 27"W
L10	1659.84	N20° 39' 36"W
L17	634.89	S14° 38' 05"E
L18	826.17	S14° 46' 06"E
L19	16.61	S40° 02' 54"W
L20	132.02	S20° 49' 00"W

ADJOINER PARCEL TABLE

1	GALLAHAN STEPHEN M; GIDGET	L-F 4589-368
2	HOLLENBAUGH JEREMY &GOODMAN PATRICIA	L-F 5514-1
3	ERLANDSON VIRGIL V &CHERYL A	L-F 5268-150
4	YATES RANDAL L &DEBORAH L	L-F 1899-1
5	SWEET JO ANNE	L-F 4774-265
6	HOOVER TIMOTHY E & TRACY L	L-F 1049-934
7	MANNING AMY L & DONALD W JR	L-F 4753-287
8	LONG THOMAS M & BEVERLY J LE	L-F 2854-569
9	SUMMERS LEONARD E TRUSTEE	L-F 4092-340
10	HUYNH BLOWE ANH & KIMHEN	L-F 5005-420
11	FICKLIN JERRY D II & DARLENE K	L-F 1186-460
12	GROVE JASON R	L-F 4636-166
13	ABBOTT LEON P & SHARON M	L-F 1609-778
14	LOUCKS KARRIE L & GARY S	L-F 2848-563
15	STEVENS NICHOLAS A	L-F 5035-153
16	WATSON CAVELLE PATRICE	L-F 3784-242
17	KELLY AARON B & LINDA E	L-F 1780-711

Wash Co MISC Plat #_____

This plat does not represent any property conveyances nor have any lot lines changed.

Annexation Plat

Lands of the City of Hagerstown, Meritus Medical Center INC, and Washington County Commisioners to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

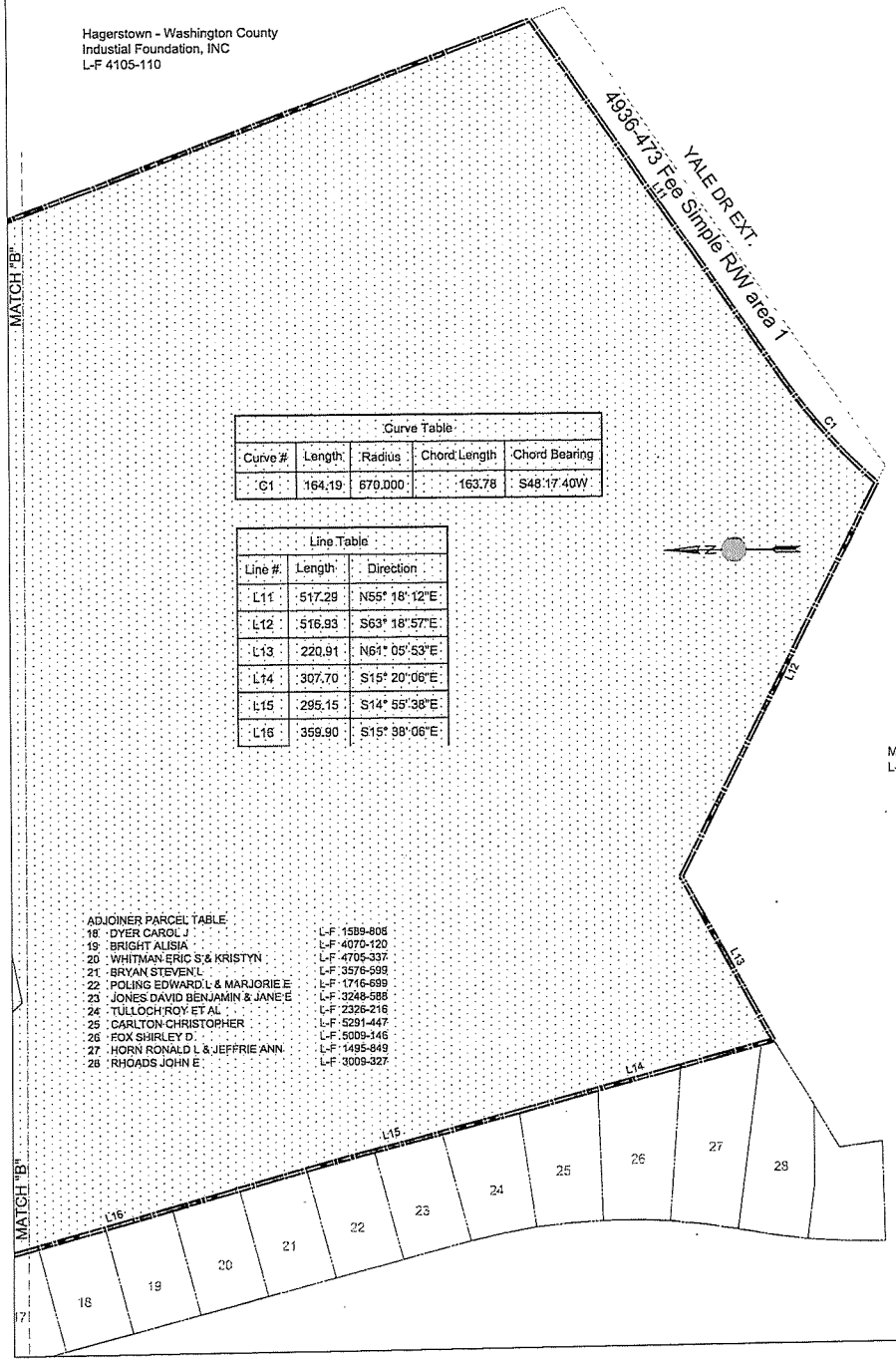
Washington County Tax Map No.xxxxxx
Address Hagerstown,
WASHINGTON COUNTY, MARYLAND

Drawn By: jns	Date: 9/5/2018	Scale 1" = 100'
Survey By: jns	Date: 7/27/2018	
		City Tax Map 75 & 85

SHEET No.	CITY DRAWING NUMBER
2 of 3	70-110-02

A-2018-01

7/23/2012 1:51 PM Hagerstown Engineering m:\drafting\dwgs\75-0007\5-160 properties on antietam\dwgs\undian lane annexation survey.dwg



Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	164.19	670.000	163.78	S48°17'40W

Line Table		
Line #	Length	Direction
L11	517.29	N55° 18' 12"E
L12	516.93	S63° 18' 57"E
L13	220.91	N61° 05' 53"E
L14	307.70	S15° 20' 06"E
L15	295.15	S14° 55' 38"E
L16	359.90	S15° 38' 06"E

ADJOINER PARCEL TABLE

18	DYER CAROL J	L-F 1589-805
19	BRIGHT ALISIA	L-F 4070-120
20	WHITMAN ERIC S & KRISTYN	L-F 4705-337
21	BRYAN STEVEN L	L-F 3576-599
22	POLING EDWARD L & MARJORIE E	L-F 1716-699
23	JONES DAVID BENJAMIN & JANE E	L-F 3248-588
24	TULLOCH ROY ET AL	L-F 2326-216
25	CARLTON CHRISTOPHER	L-F 5291-447
26	FOX SHIRLEY D.	L-F 5009-146
27	HORN RONALD L & JEFFRIE ANN	L-F 1495-849
28	RHOADS JOHN E	L-F 3009-327

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are City of Hagerstown, Meritus Medical Center INC., Washington County Commisioners. The undersigned adopted Resolution No. _____ on _____, City of Hagerstown, Meritus Medical Center INC., Washington County Commisioners consented to the Annexation of its parcel, which consent is evidenced in Exhibit A1 attached to the Resolution."

Robert E. Bruchey II, Mayor
of the City of Hagerstown

_____

ACREAGE TABLE

MERITUS	78.18 ac.
Washington County SW Parcel	10.78 ac.
City of Hagerstown	12.07 ac.
	101.03 ac. total

100 0 50 100 IN FEET 200
GRAPHIC SCALE: 1 INCH = 100 FT.

Wash Co MISC Plat #_____
This plat does not represent any property conveyances nor have any lot lines changed.

GENERAL NOTES:

1. Coordinates and rotation based on Hagerstown City Control Monument 115
2. Current owners of record are:
City of Hagerstown, Meritus Medical Center INC., Washington County Board of Commissioners.
3. Zoning Classifications: Current County: ORI
Proposed City: I-MU
4. Annexation Effective Date : xxxxxxxx
5. Case # A-2018-01

Annexation Plat

Lands of the City of Hagerstown, Meritus Medical Center INC. and Washington County Commisioners to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No.xxxxxx
Address Hagerstown,
WASHINGTON COUNTY, MARYLAND

Drawn By: jns	Date:9/5/2018	Scale 1" = 100'
Survey By: jns	Date: 7/27/2018	
		City Tax Map 75 & 85

SHEET No.	CITY DRAWING NUMBER
3 of 3	70-110-03

A-2018-01

7/23/2012 1:51 PM Hagerstown Engineering m:\drafting\dwg\75-000\75-160 properties on antietam\dwg\sindian lane annexation survey.dwg

EXHIBIT B
CONSENT OF RESIDENT REGISTERED VOTER(S)

Pursuant to the Local Government Article, Subtitle 4-400 (Annexation) of the Annotated Code of Maryland, I (we) the undersigned, being resident occupant(s) of the property owned by the City of Hagerstown, known as 11850 Indian Lane (also known as "Foggy Bottom Farm"), having reviewed the proposed annexation plat with Metes and Bounds Description, do hereby consent to the Annexation of the lands as described in *Foggy Bottom Farm and Other Lands - Annexation A-2018-01*.

Witness:

Signature 10-23-18
Date

JARIZIS CROOKS
Print Name

Witness:

Signature 10/23/18
Date

Jocelyn Crooks
Print Name

EXHIBIT C
CONSENT OF PROPERTY OWNER(S)

Pursuant to the Local Government Article, §4-401 et seq. (Annexation) of the Annotated Code of Maryland, the City of Hagerstown, being the sole owner of the "Foggy Bottom Farm" tract, being 11.934 acres of land, and consisting of 93.17 percent of the assessed value of lands within the area subject to this resolution for annexation (exceeding the minimum requirement of 25% of the owners of the assessed value of lands), having read the Metes and Bounds Description does hereby consent to the Annexation of its property as described in *Foggy Bottom Farm and Other Lands Annexation A-2018-01*, subject to all of the terms and conditions set forth in the Resolution and other documents set forth above.

The City of Hagerstown further agrees and consents to execute such documents and to perform such acts as may be required to complete the Annexation of the property.

IN WITNESS WHEREOF, The City of Hagerstown has caused its corporation name to be here unto subscribed by Donna K. Spickler, City Clerk, and its corporate seal to be affixed hereto and duly attested by its City Clerk.

ATTEST AS TO
CORPORATE SEAL

THE CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor

ASSESSMENT OF LANDS TO BE ANNEXED (IN U.S. DOLLARS)

Property	Land	Improvements	Total
City of Hagerstown Property (Foggy Bottom Farm)	219,600	140,800	360,400
Washington County Govt. (Stormwater Management Facility)	0	0	0
Meritus Medical Center, Inc.	26,400	0	26,400
TOTAL	**246,000**	**140,800**	**386,800**

Assessed Value of Foggy Bottom Farm:	360,400÷
Total Assessed Value of Three Properties to be Annexed:	386,800
Percentage of Assessed Value of Lands to be Annexed Owned by the City:	93.17%

Source: Maryland Department of Assessment and Taxation database records for each of the three properties provided by D. Pitsnogle, MD DAT staff, Hagerstown office, on October 31, 2018, copies of which are included with Annexation File A-2018-01.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Annexation Plan for Foggy Bottom Farm and Other Lands

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Adoption_of_Annexation_Plan_-_Foggy_Bottom_Farm_and_other_Lands.pdf	Annexation of Foggy Bottom Approval

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Adoption of an Annexation Plan**
Foggy Bottom Farm and other Lands
Case No. A-2018-01

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X_

MOTION: I hereby move that the Mayor and City Council Adopt an Annexation Plan for the "Foggy Bottom Farm and Other Lands" Annexation (A-2018-01).

DATE OF ADOPTION:	11/27/18
EFFECTIVE DATE:	11/27/18

City of Hagerstown, Maryland

EXHIBIT D
ANNEXATION PLAN
Annexation Case No. A-2018-01

Property Owner/Applicant: City of Hagerstown – By Resolution

Location of Properties:
11850 Indian Lane (Map 0050, Parcel 1587)
Lands west of Yale Drive (Map 0050, Parcel 1718)
Stormwater Facility (Map 0050, Parcel 1755)

Owners:
City of Hagerstown
Meritus Medical Center
Board of County Commissioners

Annexation Plan

Pursuant to §4-415 of the Local Government Article of the Annotated Code of Maryland, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed. It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

A. The area of annexation is +/- 101.03 acres.

B. The proposed zoning is AT (Agricultural Transition) for Parcel 1587, with designation as a "Potential Landmark". The purpose of the AT zoning district is as follows:

The purpose of the AT District is to enable agricultural uses to continue on newly annexed land, if desired by the property owner, as a temporary use until such time that the land is re-zoned for development.

All lands within this district proposed for development shall be rezoned to another district to accommodate that development, in accordance with the policies and procedures set forth in this Article.

The Planning Commission and the Mayor and City Council shall consider the policies and recommendations of the Comprehensive Plan when re-assigning zoning classification for AT land for development.

When the property is to be given another classification, whether there was a mistake in assigning the AT classification and/or whether changes in the character of the neighborhood have occurred may be taken into consideration. However, a finding of mistake or change in character of the neighborhood shall not be required.

The AT zoning classification is generally consistent with the County's current zoning of RT; thus, no "express approval" of a zoning change by the County is needed.

The Zoning Ordinance (Article 4, Land Management Code, Section 140 of the City Code), Section A.13.b states:

When County-designated historic districts and County inventory properties are annexed into the City, they will be annexed with a landmark overlay or be considered City Potential Landmarks. If demolition is proposed for any such Potential Landmarks, the review process in Subsection T.6 must be followed. Landmarks are subject to Section T of this Article.

Foggy Bottom Farm appears on the County's historic property inventory map, and is included in the Maryland Historical Trust inventory of historic properties as site WA-I-066. Therefore, the property will be annexed with a "Potential Landmark" designation.

The proposed zoning for Parcels 1718 and 1755 is I-MU (Industrial – Mixed Use). The purpose of the I-MU zoning district is as follows:

To provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

The I-MU zoning classification is generally consistent with the County's current zoning of ORI (Office – Research – Industrial); thus, no "express approval" of a zoning change by the County is needed.

C. These properties are within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service, as defined in the 2018 Comprehensive Plan.

D. These properties are within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area (PFA).

II. Availability of Land Needed for Public Facilities -

A. The area of annexation contains, in part, one existing dwelling unit on an 11.934 acre residentially zoned parcel. However, the future use of this property has not been determined by the City. The property is owned by the City and is adjacent to a City-owned public park and the Antietam Creek. There is no foreseeable impact annexing this parcel will have on Washington County Board of Education Facilities. The remaining two parcels proposed in this annexation are non-residential in nature and will

have no additional impact on Washington County Board of Education facilities with respect to school capacity.

B. The area of annexation contains one existing dwelling. However, the future proposed use of most of the lands of this annexation are non-residential in nature will have no additional impact to the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed -

A. The area of annexation current has no City Wastewater Service. If requested for existing development or redevelopment, the property will be served by City Wastewater. Sufficient capacity exists to serve the property.

B. The area of annexation current has no City Water Service. If requested for existing development or redevelopment, the property will be served by City Wastewater. Sufficient capacity exists to serve the property.

C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service is currently provided by Potomac Edison.

For the provision of street lighting, The City of Hagerstown Light Department (HLD) supplies street light services to public streets and supplies the manpower and equipment to serve a new area once the developer designs, purchases, and installs the infrastructure to HLD specifications. The HLD assumes ownership of the street light system twelve (12) months after the City of Hagerstown assumes ownership of the street(s). Until such time, the developer is the owner of the system and is responsible for its operation and maintenance. Being this location is not part of the City of Hagerstown until the effective date of annexation, electrical usage of the system will be the responsibility of the owner until such time the City of Hagerstown assumes ownership of street(s). When the City of Hagerstown assumes ownership of street(s), the City of Hagerstown will be responsible for the electrical usage of the lights and at such time as mentioned above, the HLD will take over ownership and responsibility for operation and maintenance.

Washington County is completing the design for Professional Boulevard, which will bisect the annexed area. Proposed street lighting has been designed in consultation with the Hagerstown Light Department. The City

does not intend to accept Professional Boulevard for dedication to the City within the area of annexation (See Section H on the next page). The City will not assume responsibility for any existing street lighting, or future street lighting to be installed that has not been approved by the Hagerstown Light Department, or on streets of which the City will not assume ownership. Street lights for any future connecting streets designed after annexation will be required to be designed to City specifications and standards and ownership and maintenance of those street lights would be assumed by the City per standing policy should the City accept ownership of those streets.

The HLD will have the resources to maintain and operate the streetlight system constructed to its standards only, and on streets accepted for ownership by the City.

D. No significant impact on emergency service delivery is expected.

E. The properties proposed for annexation front on or are accessed via Indian Lane and Yale Drive, both of which are County-maintained roads. The County is currently planning for construction of an extension of Professional Court which will connect to Yale Drive through the area subject to this annexation resolution (Professional Bouelvard). Washington County will be permitted to continue the planning and construction of this road under its own authority and design standards, and the City will not require its own permitting or inspection of this construction.

Platting of street rights of way and/or lots that occur after the effective date of the annexation shall be in accordance with the Hagerstown Land Management Code and shall be approved through the City's subdivision process. Any proposed construction of buildings and/or site improvements (including but not limited to motor vehicle parking, landscaping, paving, storm water management and other improvements) that occurs after the effective date of annexation shall be reviewed and approved by the City of Hagerstown in accordance with the Hagerstown Land Management Code.

F. Parks and recreation facility expansion are not proposed for this annexation. However, in the future, all or parts of Foggy Bottom Farm (City of Hagerstown property) may be reserved for parkland, given its location adjacent to Antietam Creek and existing Kiwanis Park. Nothing in this agreement shall be interpreted or construed to commit the City to reserve this parcel for park use or development at this time or in the future.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.

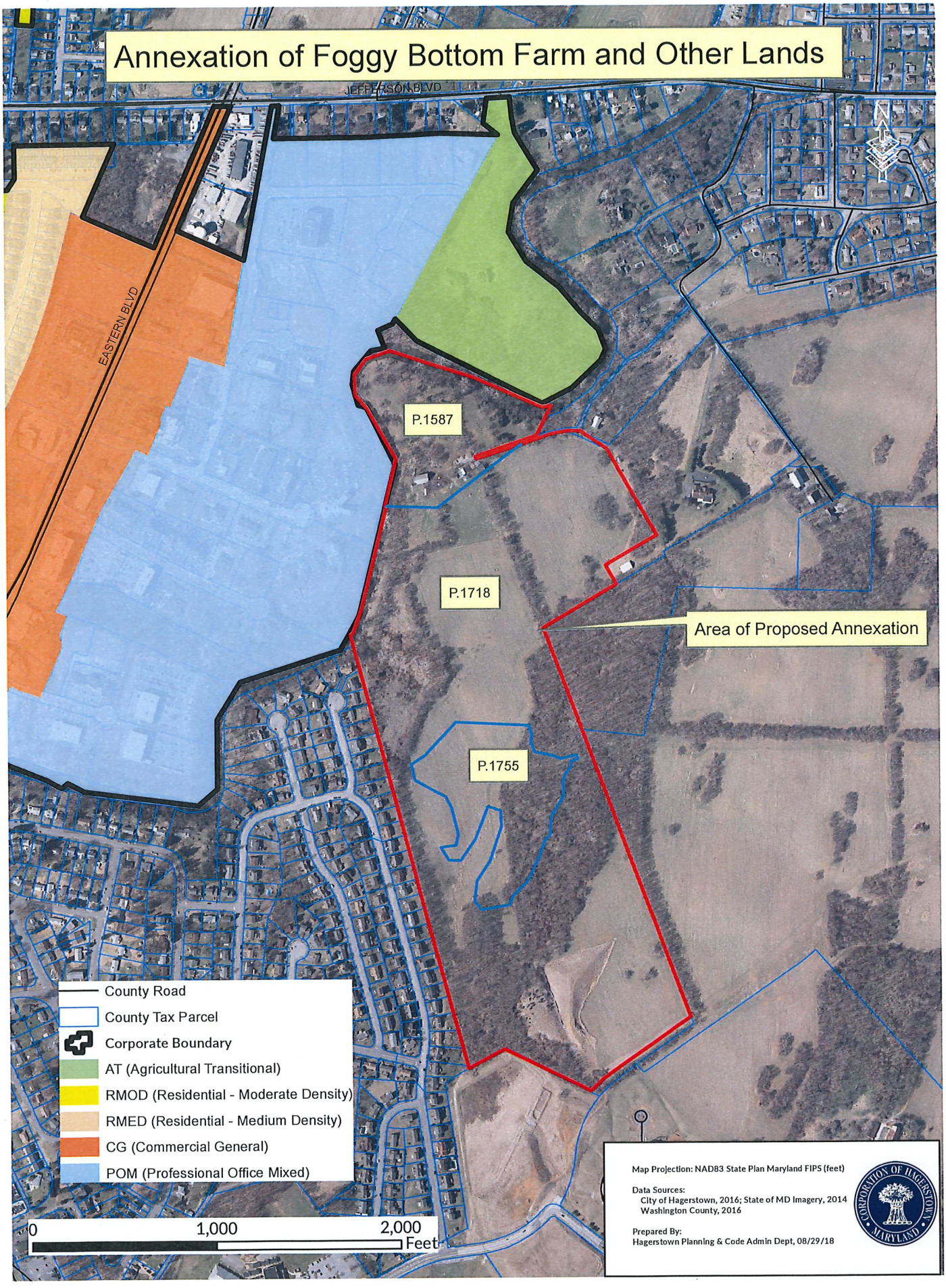
H. Any streets designed, constructed and offered for public acceptance by the City of Hagerstown as a public street shall be constructed to City Standards and Specifications. The City Council shall formally accept the streets after which the City will maintain the accepted streets. Professional Boulevard, which is to be constructed by the County, shall remain a right of way of the County and shall be maintained by the County.

I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for in the Annexation Resolution.

IV. Annexation Agreements -

No Annexation Agreement with property owners or developers with interest in property subject to this annexation is included with this resolution. Should the City decide to enter into such an agreement with property owners or developers at a later date, such agreement shall be adopted by Resolution as required by §4-405(b)(2) of the Local Government Article, Annotated Code of Maryland.

Annexation of Foggy Bottom Farm and Other Lands
N
P.1587
P.1718
P.1755
Area of Proposed Annexation
County Tax Parcel
Corporate Boundary
0
1,000
2,000
Feet
Map Projection: NAD83 State Plan Maryland FIPS (feet)
Data Sources:
City of Hagerstown, 2016; State of MD Imagery, 2014
Washington County, 2016
Prepared By:
Hagerstown Planning & Code Admin Dept, 08/29/18
CORPORATION OF HAGERSTOWN
MARYLAND


Annexation of Foggy Bottom Farm and Other Lands
JEFFERSON BLVD
EASTERN BLVD
P.1587
P.1718
P.1755
Area of Proposed Annexation
County Road
County Tax Parcel
Corporate Boundary
AT (Agricultural Transitional)
RMOD (Residential - Moderate Density)
RMED (Residential - Medium Density)
CG (Commercial General)
POM (Professional Office Mixed)
0
1,000
2,000
Feet
Map Projection: NAD83 State Plan Maryland FIPS (feet)
Data Sources:
City of Hagerstown, 2016; State of MD Imagery, 2014
Washington County, 2016
Prepared By:
Hagerstown Planning & Code Admin Dept, 08/29/18
CORPORATION OF HAGERSTOWN MARYLAND

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of a Resolution: Annexation of Antietam Creek Creek Bed

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Introduction_of_Ordinance_-_Annexation_Resolution_for_Antietam_Creek_Creek_Bed.pdf	Resolution: Annex Antietam Creek Creek Bed

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Introduction of Annexation Resolution**
Lands of Undetermined Ownership Within the Bed and Adjacent Floodplain of Antietam Creek for the Purpose of Creating a Regular and Logical Municipal Boundary Resulting from Annexation of Adjacent Lands, to be known as "Antietam Creek Creek Bed Annexation"
Case No. A-2018-02

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	__X__
Other	_____

MOTION: I hereby move that the Mayor and City Council Introduce an Annexation Resolution known as the Antietam Creek Creek Bed Annexation. The portion of property to be annexed is approximately 1.47 acres in size and is intended to be added to and made part of the adjacent municipal lands for the purpose of creating logical and regular municipal boundaries in conjunction with the annexation of adjacent lands incorporated into the City through Case No. A-2018-01.

DATE OF INTRODUCTION:	11/27/18
HEARING DATE:	01/29/19
DATE OF PASSAGE:	02/26/19
EFFECTIVE DATE:	04/12/19

RESOLUTION NO.

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF THE ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein;

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 *et seq.*, the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described area which is immediately adjacent to and adjoining the present corporate boundaries thereof, and to be popularly known as the *"Antietam Creek Creek Bed Annexation, Case No. A-2018-02"* for identification; and the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A – Annexation Plat;**

WHEREAS, these lands are immediately adjacent to the lands being annexed via "*Foggy Bottom Farm and other Lands Annexation, Case No. A-2018-01*";

WHEREAS, the land included in this Resolution consist of lands totaling 1.47 acres, more or less, that has historically escaped accurate survey due to its presence in and along Antietam Creek, is almost entirely within the bed of Antietam Creek and/or the associated and adjacent 100 year floodplain, in an area of steep banks, is un-assessed, un-taxed, undeveloped, unoccupied and the best research of the land records by a Maryland Licensed Land Surveyor determines is apparently an unowned gap area between lands described in deeds of adjacent parcels.

WHEREAS, the Resolution for Annexation meets all the requirements of the law, and pursuant to the Local Government Article, §4-406(c) , the Annexation was referred to the appropriate State, Regional and County planning authorities, and the adoption of logical and regular municipal boundaries in in the interest of the City, the County and the community at large.

WHEREAS, the proposed zoning of the area to be annexed to the corporate limits, was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article,

§4-401, et seq. be and are hereby amended so as to annex and include land within said City all that certain area of land described by metes and bounds in **Exhibit A - Plat** attached hereto and made a part thereof;

Section 2. And be it further resolved by the Mayor and City Council, that the subject area shall be assigned the City Zoning classification of AT (Agricultural Transition),

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit B – Annexation Plan**;.

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

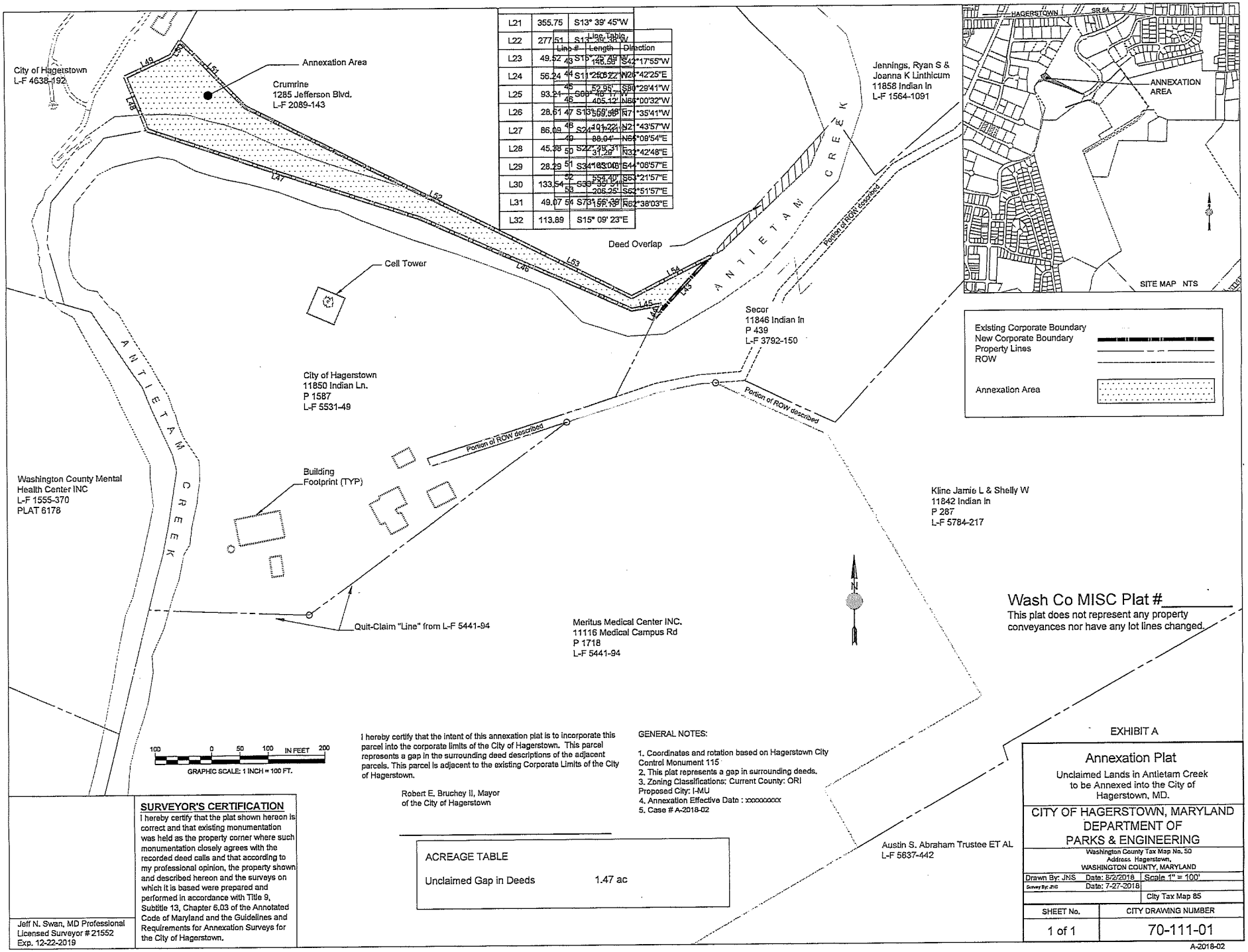
WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler
City Clerk

BY ORDER OF THE MAYOR AND
COUNCIL OF HAGERSTOWN,
MARYLAND

By: _____
Robert E. Bruchey, II
Mayor

Date Introduced:	11/27/18
Hearing Date:	01/29/19
Final Enactment	02/26/19
Effective Date:	04/12/19



Line Table		
Line #	Length	Direction
L21	355.75	S13° 39' 45"W
L22	277.51	S13° 39' 45"W
L23	49.52	S15° 25' 49"W
L24	56.24	S11° 26' 22"W
L25	93.21	S09° 49' 17"W
L26	28.61	S13° 59' 58"W
L27	86.09	S24° 17' 41"W
L28	45.38	S22° 45' 31"W
L29	28.29	S34° 03' 08"W
L30	133.54	S39° 35' 51"E
L31	49.07	S73° 56' 39"E
L32	113.89	S15° 09' 23"E
43	156.59	S42°17'55"W
44	250.22	N26°42'25"E
45	52.95	S80°29'41"W
46	405.12'	N66°00'32"W
47	59.99	N7°35'41"W
48	401.22'	N2°43'57"W
49	88.04'	N55°09'54"E
50	31.29'	N32°42'48"E
51	83.00'	S4°06'57"E
52	554.40'	S63°21'57"E
53	206.25'	S62°51'57"E
54	155.13'	N62°38'03"E

I hereby certify that the intent of this annexation plat is to incorporate this parcel into the corporate limits of the City of Hagerstown. This parcel represents a gap in the surrounding deed descriptions of the adjacent parcels. This parcel is adjacent to the existing Corporate Limits of the City of Hagerstown.

Robert E. Bruchey II, Mayor
of the City of Hagerstown

GENERAL NOTES:

1. Coordinates and rotation based on Hagerstown City Control Monument 115
2. This plat represents a gap in surrounding deeds.
3. Zoning Classifications: Current County: ORI
Proposed City: I-MU
4. Annexation Effective Date : xxxxxxxxx
5. Case # A-2018-02

ACREAGE TABLE

Unclaimed Gap in Deeds	1.47 ac

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
Exp. 12-22-2019

Wash Co MISC Plat #_____

This plat does not represent any property conveyances nor have any lot lines changed.

EXHIBIT A

Annexation Plat

Unclaimed Lands in Antietam Creek to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No. 50
Address Hagerstown,
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS Date: 8/2/2018	Scale 1" = 100'
Survey By: JHS Date: 7-27-2018	
	City Tax Map 85
SHEET No.	CITY DRAWING NUMBER
1 of 1	70-111-01

A-2018-02

7/23/2012 1:51 PM Hagerstown Engineering m:\drafting\dwgs\75-000\75-160 properties on antietam\dwgs\indian lane annexation survey.dwg

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Annexation Plan for Antietam Creek Creek Bed

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Adoption_of_Annexation_Plan_-_Antietam_Creek_Creek_Bed.pdf	Approve Annex of Antietam Creek Creek Bed

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Adoption of an Annexation Plan**
Antietam Creek Creek Bed Annexation
Case No. A-2018-02

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X_

MOTION: I hereby move that the Mayor and City Council Adopt an Annexation Plan for the "Antietam Creek Creek Bed" Annexation (A-2018-02).

DATE OF ADOPTION:	11/27/18
EFFECTIVE DATE:	11/27/18

City of Hagerstown, Maryland

EXHIBIT B
ANNEXATION PLAN
Annexation Case No. A-2018-02

Property Owner/Applicant: City of Hagerstown – By Resolution

Location of Properties:

1.47 acres of area located mostly within the banks of the Antietam Creek, located between the Gilbert Crumrine Property to the north and the City-owned "Foggy Bottom Farm" property to the south.

Owners:

Lands appear to be without ownership due to it being an area that is a gap between the deeds describing adjacent lands to the north and to the south.

Annexation Plan

Pursuant to §4-415 of the Local Government Article of the Annotated Code of Maryland, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

II. Land Use Patterns of Areas Proposed to be Annexed -

A. The area of annexation is +/- 1.47 acres.

B. The proposed zoning is AT (Agricultural Transition). The purpose of the AT zoning district is as follows:

The purpose of the AT District is to enable agricultural uses to continue on newly annexed land, if desired by the property owner, as a temporary use until such time that the land is re-zoned for development.

All lands within this district proposed for development shall be rezoned to another district to accommodate that development, in accordance with the policies and procedures set forth in this Article.

The Planning Commission and the Mayor and City Council shall consider the policies and recommendations of the Comprehensive Plan when re-assigning zoning classification for AT land for development.

When the property is to be given another classification, whether there was a mistake in assigning the AT classification and/or whether changes in the character of the neighborhood have occurred may be taken into consideration. However, a finding of mistake or change in character of the neighborhood shall not be required.

The AT zoning classification is generally consistent with the County's current zoning of RT; thus, no "express approval" of a zoning change by the County is needed.

C. This area is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service, as defined in the 2017 Comprehensive Plan.

D. This area is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area (PFA).

II. Availability of Land Needed for Public Facilities -

A. The lands involved in this petition are mostly within the banks of the Antietam Creek and entirely within the adjacent floodplain. Residential development of this area is unlikely in the extreme due to regulatory and topographic constraints in addition to the unknown ownership status of the area. There is no foreseeable impact annexing this parcel will have on Washington County Board of Education Facilities.

B. For the same reasons as stated in II.A, above, this annexation will have no additional impact to the Washington County Free Library.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

A. The area of annexation current has no City Wastewater Service. If requested for existing development or redevelopment, the property will be served by City Wastewater. Sufficient capacity exists to serve the property.

B. The area of annexation current has no City Water Service. If requested for existing development or redevelopment, the property will be served by City Wastewater. Sufficient capacity exists to serve the property.

C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service is currently provided by Potomac Edison.

D. No significant impact on emergency service delivery is expected.

E. Due to topographic and regulatory constraints, no construction of public roads within the area to be annexed would seem possible.

F. Parks and recreation facility expansion are not proposed for this annexation or the adjacent "Foggy Bottom Farm and Other Lands" annexation. However, in the future, all or parts of the adjacent Foggy Bottom Farm (City of Hagerstown property) may be reserved for parkland, given its location adjacent to Antietam Creek and Kiwanis Park. Nothing in this agreement shall be interpreted or construed to commit the City to reserve this area or the adjacent parcel for park use or development at this time or in the future.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.

H. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for in the Annexation Resolution. However, given the unique conditions of the property, it is unlikely this area would ever be developed for residential use.

Annexation of Antietam Creek Creekbed
N
Area of Proposed Annexation
County Road
County Tax Parcel
Corporate Boundary
0
250
500
Feet
Map Projection: NAD83 State Plan Maryland FIPS (feet)
Data Sources:
City of Hagerstown, 2016; State of MD Imagery, 2014
Washington County, 2016
Prepared By:
Hagerstown Planning & Code Admin Dept, 08/29/18
CORPORATION OF HAGERSTOWN
MARYLAND

Annexation of Antietam Creek Creekbed
N
Area of Proposed Annexation
County Road
County Tax Parcel
Corporate Boundary
AT (Agricultural Transitional)
POM (Professional Office Mixed)
0
330
660
Feet
Map Projection: NAD83 State Plan Maryland FIPS (feet)
Data Sources:
City of Hagerstown, 2016; State of MD Imagery, 2014
Washington County, 2016
Prepared By:
Hagerstown Planning & Code Admin Dept, 08/29/18
CORPORATION OF HAGERSTOWN MARYLAND

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Entering into an Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD

Mayor and City Council Action Required:
Utilities Division Town of Funkstown WWW Request

Discussion:

Financial Impact:
Increase in revenue to Water and Wastewater

Recommendation:
Staff Recommended approval

Motion:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 27, 2018

TOPIC: Introduction of an Ordinance Entering into an Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD.

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	¦
Other	?

MOTION: I hereby move that the Mayor and City Council introduce an Ordinance Entering into the Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD. The referenced parcel is within the

corporate boundaries of the Town of Funkstown and identified as Being All of Liber 1246 Folio 983 containing 44.11 acres.

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 12/18/18
EFFECTIVE DATE: 01/18/19

Action Dates:
Regular Session 11/27/18

ATTACHMENTS:

File Name	Description
Utilities_Division_Funkstown_WWW_Request_112718.pdf	Utilities Division Funkstown WWW Request

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 27, 2018

TOPIC: **Introduction of an Ordinance Entering into an Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD.**

Charter Amendment	□
Code Amendment	□
Ordinance	□
Resolution	■
Other	□

MOTION: I hereby move that the Mayor and City Council introduce an Ordinance Entering into the Agreement for the Provision of Sanitary Sewer between the City of Hagerstown and the Town of Funkstown, MD. The referenced parcel is within the corporate boundaries of the Town of Funkstown and identified as Being All of Liber 1246 Folio 983 containing 44.11 acres.

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 12/18/18
EFFECTIVE DATE: 01/18/19

JOINT ORDINANCE OF THE
TOWN OF FUNKSTOWN, MARYLAND
AND
THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
TO ENTER INTO AN AGREEMENT
FOR THE PROVISION OF SANITARY SEWER SERVICE

WHEREAS: The Mayor and Council of the Town of Funkstown, as the duly-constituted legislative body of Funkstown, Maryland, a Maryland Municipal Corporation (the "Town") has determined that it is in the best interests of the Town and the citizenry thereof to enter into an agreement for the provision of sanitary sewer service (the "Agreement"); and

WHEREAS: The Mayor and Council of the City of Hagerstown, as the duly-constituted legislative body of the City of Hagerstown, Maryland, a Maryland Municipal Corporation (the "City"), has determined that it is in the best interests of the City and the citizenry thereof to enter into an agreement for the provision of sanitary sewer service to the area designated in said Agreement and subject to the conditions outlined in said Agreement; and

WHEREAS: This Ordinance is subject to the Joint Resolution Amending the Water Service Agreement wherein the City and the Town have agreed to amend Paragraph 4.8 of the Water Service Agreement by and between the City of Hagerstown, Maryland and the Town of Funkstown, Maryland, in order to add an additional water service Point of Delivery for the Town; and

WHEREAS: This Agreement is required to be authorized by Ordinances of the Town and the City.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED, by the Town that the Agreement, a copy of which is attached hereto, be and is hereby accepted, approved and ratified; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that Paul Crampton, Mayor of Funkstown, or his successors, is hereby authorized, empowered and directed to execute the Agreement and any other documents necessary to effectuate the purposes hereof.

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED, by the City that the Agreement, a copy of which is attached hereto, is hereby accepted, approved and ratified; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that Robert Bruchey, II, Mayor of the City, or his successors, is hereby authorized, empowered and

directed to execute the Agreement and any other documents necessary to effectuate the purposes hereof, and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become immediately effective at the expiration of thirty (30) days following its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

TOWN OF FUNKSTOWN
WASHINGTON COUNTY, MARYLAND

_____
Brenda Haynes, Town Manager

By: _____ (SEAL)
Paul Crampton, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By: _____ (SEAL)
Robert Bruchey, II, Mayor

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 12/18/18
EFFECTIVE DATE: 01/18/19

AGREEMENT FOR THE PROVISION OF SANITARY SEWER SERVICE
BY AND BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND AND
THE TOWN OF FUNKSTOWN, MARYLAND

INTRODUCTION

This Sanitary Sewer Service Agreement, hereafter called Agreement, dated January 18, 2019, by and between the City of Hagerstown, a Maryland municipal corporation (hereinafter called "City") and the Town of Funkstown, a Maryland municipal corporation, (hereinafter called "Town") is aimed at establishing the general terms and responsibilities for the provision of sanitary sewer service to the forty-four point one one (44.11) acre area (hereinafter called "joint sewer service area") which is delineated in the L.1246 F.983 (attached hereto as Exhibit A) to be served by the sewerage facilities of the City and which is outside the corporate limits of the City and outside the service area of the City sewer system as it exists on the date of this Agreement.

Based on the topography of the area, specifically that the Town would need to extend sewage services under Antietam Creek in order to service the designated joint sewer service area, the most cost-effective way to serve the designated area is by connection with the City's sewer system with sewage treatment to be accomplished at the City's plant.

1. City Provision For Service: The City shall accept for transport, treatment and disposal, the wastewaters generated in the designated area in accordance with a controlled capacity allocation system established and equitably managed by the City.
2. New Construction: The City and the Town shall cooperate in a joint pursuit of the design and construction effort concerning sewer service in the designated area. The City shall receive wastewater flow via a twenty-one (21) inch gravity main located adjacent-to and west of the joint sewer service area, which is delineated in Wastewater Collection District 12 Manhole 12014. The primary work effort and responsibility for design and construction within the joint sewer service area shall be with the Town. Upon completion of construction, the Town shall retain ownership of all sewerage facilities constructed under the Town's jurisdiction. The City shall be under no obligation to be the applicant, grantee, or financing agent for any funds to construct systems to be owned by the Town.
3. City Service Responsibilities: The City shall operate and maintain all City-owned sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies and jurisdictions. The City shall have the authority to monitor water and waste flows to determine volume, flow delivery rate and/or strength of same. Furthermore, all sewerage facilities in the designated area shall be monitored to assure compliance with the applicable inflow/infiltration requirements.
4. Town Service Responsibilities: The Town will be responsible for operation and maintenance of sewerage facilities owned by the Town. The Town shall operate, repair and maintain all sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies

and jurisdictions. The Town-owned collection systems shall be monitored to assure compliance with the applicable inflow/infiltration requirements. Upon request from the City, the Town shall permit the City to examine and make copies of all the Town's records to effectuate the purpose of this Agreement.

5. City Service Charges: The charge to joint sewer service customers in the joint sewer service area by the City for transporting and treating sewerage emanating from the joint sewer service area through the City-owned sewerage facilities shall be based on metered water consumption and shall be in accordance with the provisions of the City code for such services. The City shall bill directly the Town's sewer customers in the joint sewer service area unless otherwise specified by written agreement. The user charge rate for domestic type wastes to be charged to all users of the system located within the joint sewer service area shall comply with all applicable federal, state and local regulations. The City shall recover the actual cost of service through the City rates charged to joint sewer service customers. Cost of service shall include operating expenses, depreciation, return on investment, and cash flow requirements. A commercial and industrial rate system meeting all applicable requirements of federal, state, and local regulations shall establish the surcharges and other additional rates to be charged to all commercial and industrial users of the system. The Town shall be kept advised by the City of any proposed changes in the code or any other policy affecting such charges so the Town may have the opportunity to comment on same. The City shall assist the Town with official representation at any public hearing to be held to the extent necessary to present and to explain the charges being levied by the City for sewerage service the City provides to joint sewer service customers. The user charge rate will be assessed at the Joint Service Area rate as approved by the Mayor and Council of the City of Hagerstown as amended from time to time.
6. City Benefit Charges: In addition to the City charges described in Section 5, there shall be a City benefit charge per connection equitably assessed by the City based on capacity allocation. The final benefit charge shall be the same as the benefit charge applied to City users of the system located in the corporate limits of the City.
7. City Capacity Allocation: Capacity for wastewater contributions to the City Water Pollution Control plant shall be allocated to each customer account when the prospective customer receives approval of an application for sanitary sewer connection permit. The City will reserve a capacity allocation for all customers located in the joint sewer service area in an amount equivalent to forty (40) EDUs. As needed, the Town Council may request increases in capacity allocation. The Mayor and City Council for the City of Hagerstown shall have the authority to approve or deny any such increase in capacity allocation. Any increase in capacity allocation shall be mutually agreed to in writing. It is mutually accepted that, in the event the City cannot provide sewer service to future customers located in the designated area, the Town Council has the right to provide sewer service within the designated area by alternative means.
8. Delinquent Accounts: The City shall provide the Town with a list of accounts with delinquent Town balances at least quarterly for joint sewer service customers and shall assist the Town in the collection of these accounts through discontinuance of water

service or any other lawful means. If these means of collection fail, then the Town shall exercise its statutory rights and enter suit against all offenders in accordance with prevailing collection policies of the Town. Likewise, the Town shall by suit seek to enforce connection against all property owners who fail to connect to the sewer system in the time allowed therefore.

9. City Upgrades to Facilities: The cost of any future upgrades or other alterations made to the City Water Pollution Control system constructed to meet future applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state and local agencies and jurisdictions, shall be borne by all users of the system in accordance with a system of charges. The cost of any future expansions of, or extensions to the City Water Pollution Control System constructed to provide sanitary sewer service to the designated area shall be borne by the users of the system for whom such expansions or extensions are constructed.
10. Amendments: Changes to this Agreement shall be made by formal amendment and adopted by resolution by the City and County. Amendments shall be effective for, and consistently applied to, the designated area.
11. Section Headings and Titles: Section headings, titles, etc., are for the purpose of description or ease of use and do not form a part of the text of this Agreement.

The parties agree and do represent to each other that this Agreement has been approved by each respective legislative body at a duly constituted public meeting and that the undersigned has been designated as the duly authorized signatory and representative of said legislative body.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized signatory and representative.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Brenda Haynes, Town Manager

TOWN OF FUNKSTOWN
WASHINGTON COUNTY, MARYLAND

By: _____ (SEAL)
Paul Crampton, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____ (SEAL)
Robert Bruchey, II, Mayor

DEFINITIONS

Benefit Charge (City): A charge by the City, currently described in Section 240-31 of the City Code, intended to distribute the City's installed cost of the WPC collection system and a pro rata share of the WPC plant cost to the benefitted property owners. The Mayor and Council of the City shall, by ordinance, fix, establish and adjust the amount of the minimum benefit charge and the amount of the benefit charge rate per gallon of allocation, in accordance with the Code of the City of Hagerstown.

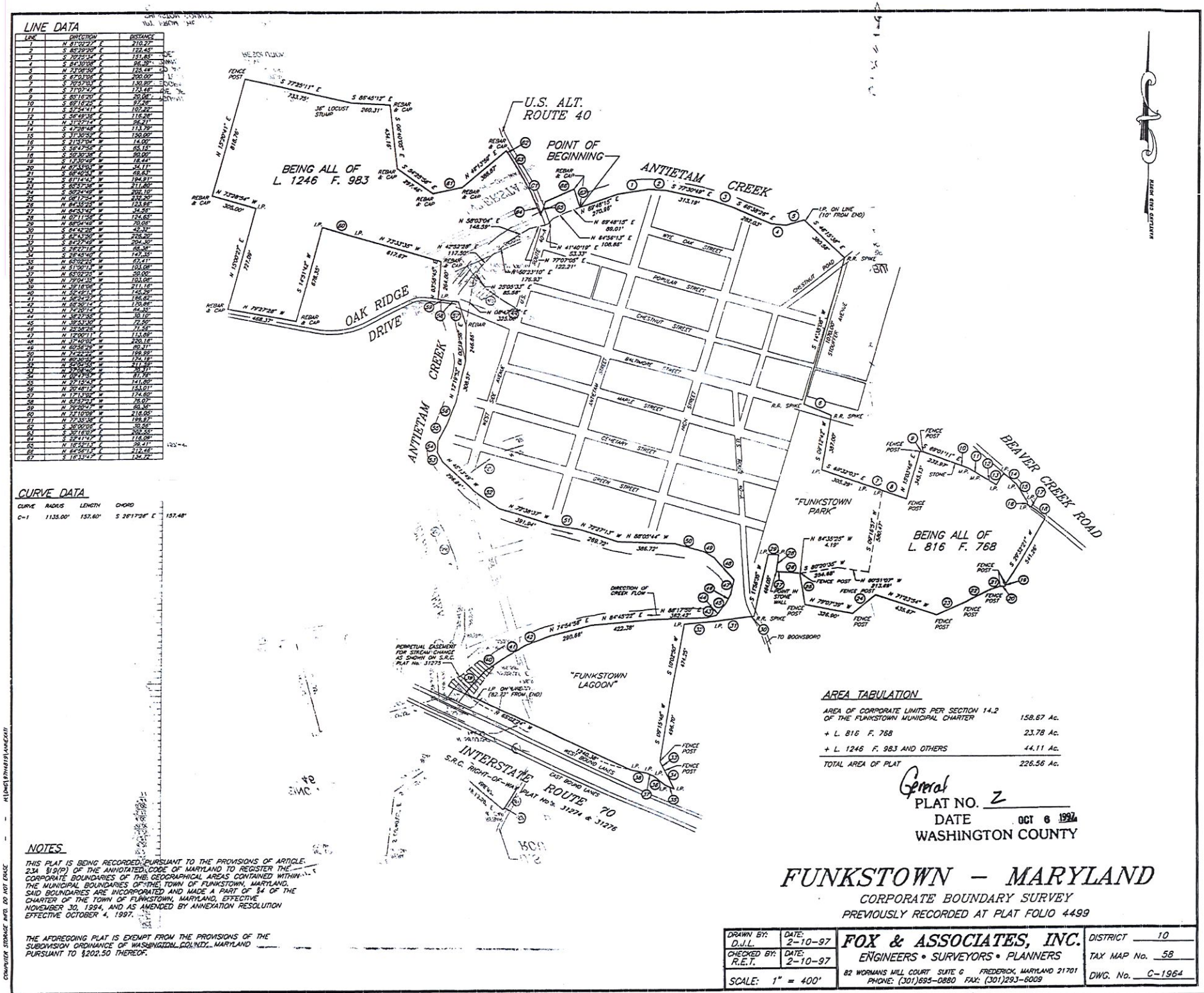
Joint sewer service: Sewer service provided by both the City and Town where the Town owns and maintains a sewer collection system within the City's service area and the City provides conveyance through City-owned sewer lines and/or provides treatment at the City's sewage treatment plant.

Joint sewer service area: An area where the City and Town have agreed to provide joint sewer service where the Town agrees to own and maintain a sewer collection system within the City's service area and the City agrees to provide conveyance through City-owned sewer lines and/or provide treatment at the City's sewage treatment plant.

Joint sewer service customer: A sewer customer whose sewer service is provided by both Town-owned collection systems and City-owned conveyance and/or treatment facilities. The customer is considered to be a customer of both the City and the Town and receives charges from both the City and the Town for the sewage service each provides.

WASTEWATER COLLECTION DISTRICT 12

ATTACHMENT A



LINE DATA

LINE	DIRECTION	DISTANCE
1	N 81°02'27" E	210.27'
2	S 85°27'09" E	122.45'
3	S 72°25'34" E	151.85'
4	S 84°10'08" E	86.39'
5	N 23°08'50" E	125.48'
6	S 27°01'50" E	200.00'
7	S 70°57'03" E	130.90'
8	S 71°07'47" E	173.48'
9	S 85°16'20" E	20.06'
10	S 69°16'25" E	97.24'
11	S 57°54'41" E	107.22'
12	S 56°49'16" E	116.26'
13	N 41°27'14" E	98.21'
14	S 47°08'48" E	113.79'
15	S 31°30'52" E	150.00'
16	S 21°53'08" W	14.00'
17	S 58°07'52" E	155.15'
18	S 32°30'58" E	90.00'
19	S 13°30'08" W	18.44'
20	N 67°43'52" W	24.11'
21	S 88°40'08" W	68.83'
22	S 81°14'43" W	194.91'
23	S 68°31'26" W	211.80'
24	S 80°04'48" W	208.10'
25	N 06°17'04" W	232.20'
26	N 84°35'22" W	133.96'
27	N 84°53'42" W	34.25'
28	N 07°11'56" E	124.65'
29	N 88°04'40" W	70.06'
30	S 84°42'28" W	42.37'
31	S 82°33'36" W	206.40'
32	S 84°27'40" W	204.30'
33	S 26°47'11" E	156.56'
34	S 28°45'00" E	142.35'
35	N 65°06'25" W	82.41'
36	N 31°00'13" W	103.08'
37	N 65°02'27" W	59.00'
38	N 79°04'35" W	103.08'
39	N 38°16'06" E	211.16'
40	N 52°49'13" E	145.09'
41	N 26°54'27" E	186.82'
42	N 68°30'14" E	170.86'
43	N 74°20'12" E	64.35'
44	N 38°57'36" E	30.10'
45	N 39°53'30" E	72.50'
46	N 39°58'39" E	71.56'
47	N 12°00'11" E	113.08'
48	N 37°40'09" W	220.18'
49	N 60°36'39" W	80.31'
50	N 74°22'24" W	199.29'
51	N 80°30'58" W	174.18'
52	N 89°09'58" W	211.58'
53	N 39°08'00" W	30.31'
54	N 08°47'59" E	81.76'
55	N 27°12'54" W	141.82'
56	N 20°48'17" E	153.01'
57	N 17°13'59" W	174.60'
58	N 63°32'49" W	75.07'
59	N 72°20'02" W	88.36'
60	N 73°10'09" W	218.05'
61	N 72°35'08" E	199.37'
62	S 26°09'00" E	30.26'
63	S 39°16'07" E	209.55'
64	S 32°41'47" E	116.09'
65	N 18°18'25" E	39.11'
66	N 84°08'13" E	312.48'
67	S 16°13'47" E	134.72'

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD
C-1	1135.00'	157.60'	S 26°17'26" E 157.48'

AREA TABULATION

AREA OF CORPORATE LIMITS PER SECTION 14.2 OF THE FUNKSTOWN MUNICIPAL CHARTER	158.67 Ac.
+ L. 816 F. 768	23.78 Ac.
+ L. 1246 F. 983 AND OTHERS	44.11 Ac.
TOTAL AREA OF PLAT	226.56 Ac.

General

PLAT NO. 2

DATE OCT 6 1997

WASHINGTON COUNTY

NOTES

THIS PLAT IS BEING RECORDED PURSUANT TO THE PROVISIONS OF ARTICLE 23A §19(P) OF THE ANNOTATED CODE OF MARYLAND TO REGISTER THE CORPORATE BOUNDARIES OF THE GEOGRAPHICAL AREAS CONTAINED WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF FUNKSTOWN, MARYLAND. SAID BOUNDARIES ARE INCORPORATED AND MADE A PART OF §4 OF THE CHARTER OF THE TOWN OF FUNKSTOWN, MARYLAND, EFFECTIVE NOVEMBER 30, 1994, AND AS AMENDED BY ANNEXATION RESOLUTION EFFECTIVE OCTOBER 4, 1997.

THE AFOREGOING PLAT IS EXEMPT FROM THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF WASHINGTON COUNTY, MARYLAND PURSUANT TO §202.50 THEREOF.

FUNKSTOWN - MARYLAND

CORPORATE BOUNDARY SURVEY

PREVIOUSLY RECORDED AT PLAT FOLIO 4499

DRAWN BY: D.J.L.	DATE: 2-10-97
CHECKED BY: R.E.T.	DATE: 2-10-97
SCALE: 1" = 400'	

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
82 WORMANS MILL COURT SUITE G FREDERICK, MARYLAND 21701
PHONE: (301)695-0880 FAX: (301)293-6009

DISTRICT 10

TAX MAP No. 58

DWG. No. C-1964

COMPUTER STORAGE INFO. DO NOT ERASE - H:\DWGS\97\1815\ANCH11

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S. Locust

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
117_Locust.pdf	Intro of an Ordinance: 117 Locust

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Introduction of an Ordinance: Authorizing Acceptance of a Deed in Lieu of Foreclosure for 117 S Locust Street**

Charter Amendment	____
Code Amendment	____
Ordinance	X
Resolution	____
Other	____

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the acceptance of a deed in lieu of foreclosure for the property located at 117 S Locust Street. This property was acquired and sold by the City through the CDBG Homeownership Program and the City remains the primary mortgage holder after providing homebuyer financing to the current owner. The current owner has vacated the property with a remaining balance on the mortgage note and has asked the City to accept the property in lieu of foreclosure. All deed in lieu of foreclosure documents for the property are attached.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO APPROVE THE ACCEPTANCE OF A DEED IN *LIEU* OF FORECLOSURE FOR REAL PROPERTY KNOWN AS 117 SOUTH LOCUST STREET, HAGERSTOWN, MARYLAND

RECITALS

WHEREAS, Betty J. Spence owns improved residential real property located at 117 South Locust Street, Hagerstown, Maryland (hereinafter the "Property"); and

WHEREAS, by Mortgage dated February 22, 1993, duly recorded in the Clerk's Office of the Circuit Court of Washington County, Maryland, in Liber 1081, folio 163, Betty J. Spence conveyed the herein described real property to the City of Hagerstown to secure payment of a certain Mortgage Note of even date therewith in the original principal amount of $59,188.52; and

WHEREAS, Betty J. Spence still owes $52,295.16 on said Mortgage Note;

WHEREAS, Betty J. Spence has vacated the Property and tried to market it privately with no success. Betty J. Spence has asked the City to accept the Property in *lieu* of a foreclosure action against the Property and herself;

WHEREAS, the Mayor and Council believe that the acquisition of the Property would benefit the citizens;

WHERAS, a junior lienholder, Hagerstown Neighborhood Development Partnership, has agreed to release its lien on the Property for $1 consideration, prior to the effective date of this Ordinance; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to accept the Property in exchange for forgiveness of the remaining balance on the Mortgage Note;

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the conveyance of 117 South Locust Street, Hagerstown, Maryland by deed in lieu of foreclosure be and is hereby approved.

3. That the Mayor be and is hereby authorized accept a deed in *lieu* of foreclosure, estoppel affidavit, certificate of exemption from withholding, and affidavit as to total payment, copies of which are attached hereto and incorporated herein by reference. While said documents have been executed already by the transferor, they will not become effective unless and until this Ordinance is effective.

4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid deed in *lieu* of foreclosure.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

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: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Consideration: $51,295.16
Assessed Value: $61,600
Loan #: 18-0664

BETTY J. SPENCE
AND
CITY OF HAGERSTOWN, MARYLAND

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE, dated August 16, 2018, by and between Betty J. Spence, Grantor, and the City of Hagerstown, a municipal corporation existing under and by virtue of the laws of the State of Maryland, Grantee,

WITNESSETH:

THAT WHEREAS, by Mortgage dated February 22, 1993, duly recorded in the Clerk's Office of the Circuit Court of Washington County, Maryland, in Liber 1081, folio 163, Betty J. Spence conveyed the herein described real property to the City of Hagerstown to secure payment of a certain Mortgage Note of even date therewith in the original principal amount of $59,188.52; and

WHEREAS, said Note was made and executed and the Mortgage given to secure payment of the purchase of the property herein described; and

WHEREAS, the Grantor is in arrears in the payment of said obligation according to the terms thereof and has agreed to transfer said property to the City of Hagerstown in lieu of foreclosure of the Mortgage which Deed in Lieu of Foreclosure has been approved by said note holder and is in accordance with the rules and regulations promulgated by the Grantee herein named.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the cancellation of the

balance of the debt evidenced by the aforementioned Note, the said Grantor does hereby bargain, sell, grant and convey to the Grantee, as sole owner, in fee simple, the following described property, to-wit:

All the following described real estate, together with the improvements thereon, and all rights, ways, easements, privileges and appurtenances thereto belonging or in anywise appertaining, situate in the City of Hagerstown, Washington County, State of Maryland, and more particularly described as follows:

To all that lot or parcel of ground, together with the improvements thereon, situate and fronting on the West side of South Locust Street in Hagerstown, Washington County, Maryland, and described as follows: BEGINNING at a point, said point stands in the West marginal line of South Locust Street 155.5 feet from the intersection of the West marginal line of South Locust Street with the South marginal line of East Antietam Street; said point also stands 84.8 feet from the North marginal line of a public alley measured along the West marginal line of South Locust Street, and running thence North 54 degrees 30 minutes West thence South 54 degrees 10 minutes East 80.2 feet to the West marginal line of South Locust Street; thence North 36 degrees 30 minutes East 21.5 feet to the place of beginning. The improvements thereon being known as 117 South Locust Street, Hagerstown, Maryland 21740.

Being the same property conveyed the Grantor by the Grantee by deed dated February 22, 1992 and recorded at Liber 1081, folio 161, one of the land records of Washington County, Maryland.

This conveyance is made expressly subject to any and all covenants, conditions, restrictions and easements, if any affecting the aforesaid property and constituting constructive notice.

In the event of a Petition of Bankruptcy filed by the Grantor within four (4) months from the date hereof and the trustee in Bankruptcy electing to have this transfer set aside, then the liens of the aforesaid Mortgage shall not be merged, but shall continue in force and effect.

The said Grantor does hereby covenant that she will warrant specially the property granted herein and that she will execute such further assurances of the same as may be requisite.

WITNESS the following signature and seal of the Grantor.

WITNESS:

Betty J. Spence (SEAL)
Betty J. Spence

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:

I HEREBY CERTIFY, that on this 16 day of August 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Betty J. Spence, personally known to me to be the person whose name is subscribed to the aforegoing instrument and who did acknowledge that she executed the same for the purposes therein contained and who did affirm under the penalties of perjury that she is a legal resident of the State of Maryland.

Witness my hand and official Notarial Seal.

Ramona E. Powers
Notary Public

My Commission Expires:

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him.

Jason Morton

Mail to:
City of Hagerstown
1 E. Franklin St.
Hagerstown, MD 21740

ESTOPPEL AFFIDAVIT

Betty J. Spence, (the "Affiant" whether one or more), being first duly sworn, deposes and says:

1. That Affiant is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure (the "Deed") to the City of Hagerstown, dated August 16, 2018 2018, conveying the following described property (the "Property"):

All the following described real estate, together with the improvements thereon, and all rights, ways, easements, privileges and appurtenances thereto belonging or in anywise appertaining, situate in the City of Hagerstown, Washington County, State of Maryland, and more particularly described as follows:

To all that lot or parcel of ground, together with the improvements thereon, situate and fronting on the West side of South Locust Street in Hagerstown, Washington County, Maryland, and described as follows: BEGINNING at a point, said point stands in the West marginal line of South Locust Street 155.5 feet from the intersection of the West marginal line of South Locust Street with the South marginal line of East Antietam Street; said point also stands 84.8 feet from the North marginal line of a public alley measured along the West marginal line of South Locust Street, and running thence North 54 degrees 30 minutes West thence South 54 degrees 10 minutes East 80.2 feet to the West marginal line of South Locust Street; thence North 36 degrees 30 minutes East 21.5 feet to the place of beginning. The improvements thereon being known as 117 South Locust Street, Hagerstown, Maryland 21740.

Being the same property conveyed the Grantor by the Grantee by deed dated February 22, 1992 and recorded at Liber 1081, folio 161, one of the land records of Washington County, Maryland.

2. that the Deed was intended to be and was an absolute conveyance of the title to the Property to the Grantee named therein, the City of Hagerstown, in effect as well as in form, and was not intended as a mortgage, trust conveyance, or security agreement of any kind.

3. That it was the intention of the Affiant, as grantor in the Deed to convey, and by the Deed the Affiant did convey to the City of Hagerstown, all Affiant's right, title and interest absolutely in and to the Property.

4. That Affiant has surrendered possession of the Property to the City of Hagerstown.

5. That the consideration for the Deed was, and is, the full cancellation of all debts, obligations, costs, and charges previously existing under and by virtue of the terms of that certain Mortgage (an any associated Note) encumbering the above-described Property executed by the Affiant to the City of Hagerstown dated February 22, 1993, and recorded in

Liber 1081, folio 163 among the land records of Washington County, Maryland and the release of record of said Mortgage.

6. That at the time of making the Deed the Affiant believed and now believes that the aforesaid consideration represented is greater than or equal to the fair value of the Property.

7. That the Deed and conveyance were made by Affiant as a result of her request that the City of Hagerstown accept the Deed and was her free and voluntary act.

8. That in executing and delivering the Deed to the City of Hagerstown, the Affiant was not subject to or under any duress, undue influence, or misrepresentation by the Grantee in the Deed, or the agent or attorney or any other representative of the Grantee in the Deed and was afforded the opportunity to consult with any attorney of Affiant's own choosing.

9. That the Deed was not given as a preference against any other creditors of the Affiant.

10. That the Affiant recognizes that there may be income tax consequences as a result of the conveyance.

11. That at the time the Deed was executed and delivered by the Affiant there were no other persons, firms or corporations, other than the City of Hagerstown, who were interested in the Property, either directly or indirectly.

12. That Affiant has no other creditors whose rights would be prejudiced by execution and delivery of the Deed, and/or conveyance of the Property to the City of Hagerstown.

13. That the Affiant is not obligated upon any bond or other mortgage by which any lien has been created or exists against the Property.

14. That the lien of the Mortgage will remain valid and continuous and in full fore and effect with respect to other secured creditors until released.

15. This affidavit is made for the protection and benefit of the City of Hagerstown and all other parties hereafter dealing with or who may acquire any interest in the Property, and it shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Betty J. Spence (SEAL)
Betty J. Spence

STATE OF MARYLAND, COUNTY OF WASHINGTON, To-Wit:

I HEREBY CERTIFY, that on this 16 day of August, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Betty J. Spence, personally known to me to be the person whose name is subscribed to the aforegoing instrument and who did acknowledge that she executed the same for the purposes therein contained.

Witness my hand and official Notarial Seal.

Ramona E. Powers
Notary Public

My Commission Expires:

Nov. 14, 2019

MARYLAND FORM
WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2017

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor Betty J. Spence

2. Reasons for Exemption

Resident Status

☑ I, Transferor, am a resident of the State of Maryland.

☐ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Betty J. Spence
Name

Betty J. Spence
Signature

3b. Entity Transferors

Witness/Attest

Name of Entity

By

Name

Title

AFFIDAVIT AS TO TOTAL PAYMENT

Section 10-912(b) of the Tax-General Article, Annotated Code of Maryland requires that the total payment must be described in the recitals or the acknowledgment of the deed or other instrument of writing, or in an affidavit under oath that accompanies the deed or other instrument, that effects a change of ownership on the assessment books under the Tax-Property Article. Therefore, the undersigned do/does hereby **certify under the penalties of perjury**, that the following is true to the best of my/our knowledge, information and belief, in accordance with Section 10-912(b)(2) of the Tax-General Article of the Annotated Code of Maryland (the "Withholding Law"):

1. That I am/we are the transferor(s), [or agent of the transferor(s) if so indicated], of that real property described in the accompanying deed.

Computation of Total Payment

a. Total Sales Price: $52,295.16

b. Less selling expenses: $_____
i.e. commissions, settlement charges recordation and transfer taxes (does not include real estate taxes or pro-rations)

c. Net Sales Price: $_____

d. Less debts secured by Mortgages, Deeds of Trust or other liens on the property must be older than 90 days $_____

$_____

$_____

2. The amount of total payment for the purposes of the Withholding Law is:

$52,295.16

3. The within transfer is exempt from withholding tax pursuant to tax General Article §10-912(d)(3) of the Annotated Code of Maryland and also exempt pursuant to COMAR Title 03 Subtitle 04 Chapter 12.03 B(5)(a) or (b) or COMAR Title 03 Subtitle 04 Chapter 12.03 B(6) since it is foreclosure property as defined in said Code and Regulations.

DATED this 12 day of October 2018

Witness/Attest: Ramona Bouchard

[redacted]

Billy J. Spence
Grantor

Sorry

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Authorizing the Sale of Property Located at 441 North Jonathan Street

Mayor and City Council Action Required:
Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Discussion:

Description of Properties

As part of the Community Development Block Grant (CDBG) Homeownership program, the City utilizes CDBG funding to purchase and rehabilitate vacant residential structures. Homeownership properties are marketed for resale directly to homebuyers for owner occupancy. Although the properties at 212-214 N Jonathan Street and 441-443 N Jonathan Street have been rehabilitated, the properties have yet to be sold to a homebuyer through the Homeownership Program. A brief history and status of each property can be found below:

· 212-214 N Jonathan Street – Structure is a side by side duplex and was purchased by the City in 1993. After initial stabilization work in the late 1990s, a comprehensive rehabilitation occurred in 2004-2005. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of moderate interior and exterior maintenance.

· 441-443 N Jonathan Street - Structure is a side by side duplex and was purchased by the City in 2005. A comprehensive rehabilitation occurred in 2005-2006. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of minor interior and exterior maintenance.

Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

Highlights of the Purchase Agreements and HRC plan include the following:

- Sale of 212-214 N Jonathan Street to the HRC for $1
- Sale of 441 N Jonathan Street to the HRC for $1
- Sale of 443 N Jonathan Street to the HRC for $1
- HRC to perform repairs to comply with all applicable building and livability codes
- HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
- HRC permitted to rent properties at a market rate if necessary
- HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Financial Impact:

Recommendation:

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Motion:

I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 441 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: 11/27/2018 DATE OF PASSAGE: 12/18/2018 EFFECTIVE DATE: 01/18/2019

ATTACHMENTS:

File Name	Description
112718_Intro_Ordinance_441_N_Jonathan.pdf	Memo, Motion, Ordinance_441 N Jonathan Street

CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

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

Date: November 14, 2018

RE: Sale of CDBG Homeownership Properties to the Hagerstown Housing Authority

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Mayor & Council Action Requested

Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Description of Properties

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Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

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- HRC to perform repairs to comply with all applicable building and livability codes
- HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
- HRC permitted to rent properties at a market rate if necessary
- HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Attachments: Ordinances and Draft Purchase Agreements for 212-214 N Jonathan Street, 441 N Jonathan Street, and 443 N Jonathan Street

c. Jill Thompson, Director DCED
Michelle Hepburn, Director of Finance

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Introduction of an Ordinance: Authorizing the Sale of Property Located at 441 North Jonathan Street**

Charter Amendment	____
Code Amendment	____
Ordinance	X
Resolution	____
Other	____

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 441 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO APPROVE THE SALE OF A PROPERTY KNOWN AS 441 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND AND AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN REVITALIZATION CORPORATION

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 441 North Jonathan (Tax Map 308; Parcel 0401) and identified in a Deed to the City dated August 30, 2005, and recorded at Liber 2766, Folio 671 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2005; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council find that the Property is not needed for any public purpose.

3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.

5. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Purchase Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

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: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this **"Agreement")** is made as of the __ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation **("Buyer")** and the City of Hagerstown, a Maryland municipal corporation **("Seller").**

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 441 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated August 30, 2005, and recorded at Liber 2766, Folio 671. The foregoing real property and improvements are collectively referred to herein as the **"Property".**

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Seller, in consideration of the covenants hereinafter entered into by the Buyer, agrees to sell and does sell to the Buyer, and the Buyer agrees to buy and does buy, subject to the terms and conditions hereinafter set forth, the Property at and for a total purchase price of One and 00/100 Dollars ($1.00), payable on the date of settlement. The Buyer agrees to purchase said property and to pay to the Seller the sum as set forth above.

1. Settlement shall occur no event later than March 31, 2019, at the office of Buyer's attorney.

2. Possession shall be given at the time of settlement, except that Buyer may enter upon the premises at any time and for any purpose reasonably necessary for the inspection of the property by the Buyer or Buyer's agents.

3. All costs of sale shall be borne by the Buyer except for the cost of the preparation of the deed which shall be borne by the Seller.

4. All rent, water rent, real estate and any and all public charges which may exist as liens upon the property shall be apportioned as of the date of settlement.

5. The above described property is to be held at the risk of the Seller until legal title has passed.

6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. Upon payment of the whole purchase money, Seller, on demand, agrees to execute and deliver to Buyer a good and sufficient deed of the above described premises, with covenants of **special** warranty and further assurances free of all liens and encumbrances, except those, if any, herein mentioned and such easements, conditions and restrictions, if any, to which the premises may now be subject. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void. Prior to settlement, Buyer shall be entitled to receive a title report at Buyer's cost with respect to the property, and, in the event that such title report indicates matters of exception to title objectionable to Buyer, Buyer may terminate this Agreement, provided that Buyer notifies Seller of its intention to so terminate this Agreement within Fifteen (15) days of its receipt of such title report. Such title report shall be brought to date at the time of settlement and Buyer may terminate this Agreement if such title report contains any additional exceptions from the previous title report furnished to Buyer.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

10.a. If Buyer defaults in performing any of Buyer's obligations under this Agreement for any reason other than Seller's default or a permitted termination by Buyer, Seller shall be entitled to avail itself of any other right or remedy granted to it hereunder or at law or in equity.

10.b. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof, then Buyer may, at its option, (a) terminate this Agreement, (b) compel specific performance of this Agreement by Seller, or (c) avail itself of any other right or remedy granted to it hereunder or at law or in equity.

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in Tax Property Article, §13-301, et seq., of the Annotated Code of Maryland, and such tax, if applicable, shall be paid by the Buyer upon the recordation of the deed.

12. Each party certifies to the other that it has no knowledge of nor has it assumed any obligation with respect to recognizing or paying any commission to a real estate broker or agent for services rendered in connection with this sale.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. If a substantial part of the Property is taken prior to Closing pursuant to eminent domain proceedings or the Seller has received written notice of an intent to condemn such part of the Property from the condemning authority, then the Buyer may terminate this Agreement within seven (7) days after the date of such taking or receipt of such notice by sending a notice of termination to the Seller or, if the Buyer does not elect to so terminate, the parties shall proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payment actually received by the Seller. If the Seller does not receive such award or payment by the date of Closing, the Seller shall assign all of its right, title and interest in such award or payment to the Buyer at Closing without an adjustment to the Purchase Price. For purposes of this Section, "substantial part of the Property" means that portion of the Property that, if taken pursuant to eminent domain proceedings would have a material adverse effect upon the use of the Property for Buyer's intended purposes. If the Buyer elects to terminate this Agreement under this Section, the Buyer shall notify the Seller of such election and the Seller shall refund any Deposit if applicable to the Buyer, this Agreement shall terminate, and thereafter neither party shall have any further rights, liability or obligations hereunder, except as expressly provided in this Agreement.

15. This Agreement and all documents referred to herein are governed by and construed and interpreted in accordance with the laws of the State of Maryland.

16. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

17. Regardless of whether Closing occurs hereunder, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including fees of attorneys, engineers, title examiners, consultants and accountants.

18. All notices, requests, demands and other communications hereunder shall be in writing and shall be given to such party at its address or telecopy number set forth below or such other address or telecopy number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request, or communication shall, for all purposes, be deemed given and received (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation or complete receipt is received during normal business

hours, provided that on the day on which the telecopy is sent, the sender also sends a copy by a recognized overnight delivery service, (b) if hand delivered against receipted copy, when the copy thereof is receipted, (c) if given by a recognized overnight delivery service, the day after being sent prepaid by such recognized overnight delivery service, or (d) if given by registered or certified mail, return receipt requested postage prepaid, three (3) days after it is posted with the United States Postal Service at the address specified below:

Seller's notice address:
Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:
Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.

20. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

WITNESS the names and seals of the parties hereto, signed the date first above written:

ATTEST:

City of Hagerstown, SELLER

_____
Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

_____
Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Purchase Agreement, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the aforegoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 10 closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) occupancy, in the event of a lease with option to purchase.

The information contained in the "Property Condition Disclosure Statement" is the representation of the Seller and not the representation of the real estate broker or salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any error, inaccuracy, or omission in the "Disclosure Statement" if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the Seller, or was provided to the Seller by a third party.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchasers) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

_____

Name:
President

By: _____
Sean Griffith,

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

_____
Donna K. Spickler, City Clerk

THE CITY OF HAGERSTOWN, SELLER

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ____ day of _____ ,2018.

WITNESS

_____
Name:

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY AGREEMENT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24 hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliations board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural Lands are causing an interference with the reasonable use and enjoyment of land or personal wellbeing and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

City of Hagerstown, Seller

By: _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____( ) parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

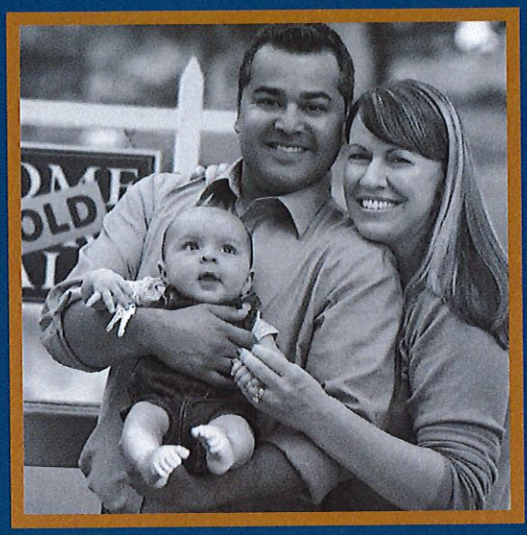
WITNESS AND ATTEST:

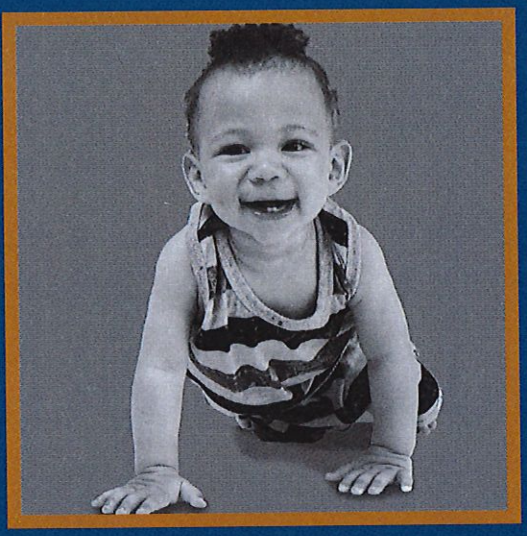
CITY OF HAGERSTOWN

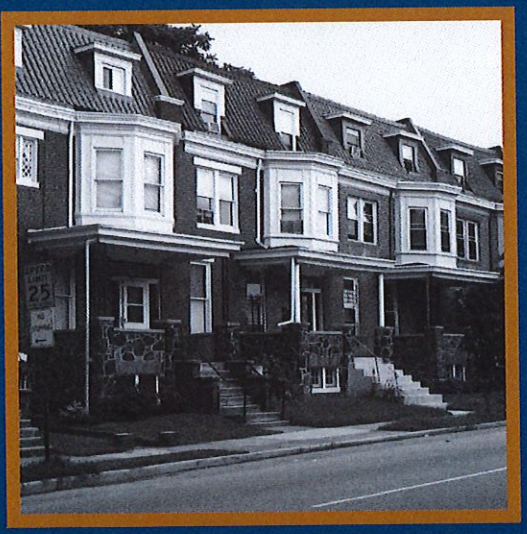
_____ BY: _____(Seal)

HAGERSTOWN REVITALIZATION CORPORATION

_____ BY: _____(Seal)
Sean Griffith, Executive Director







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

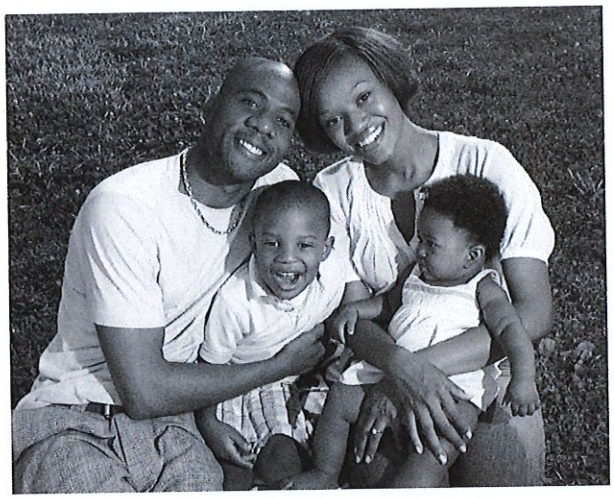
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



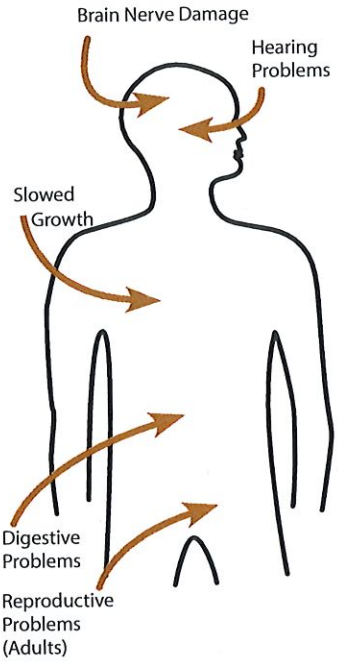
Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

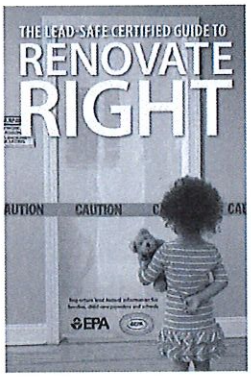
- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

_____

_____

If such event has occurred, Seller (*Seller to initial applicable line*) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller's Agent	Date	Buyer's Agent	Date

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RE/MAX Allegiance, 2211 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740 Phone: 301-373-8302 Fax: (301)739-0853 Wayne Story Scott
Produced with lwFormsⓇ by zipLogix (18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii) _____ / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii) _____ / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord	Date	Buyer/Tenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date

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Phone: 301-279-4100 Fax: (301)939-0493
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Authorizing the Sale of Property Located at 443 North Jonathan Street

Mayor and City Council Action Required:
Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Discussion:

Description of Properties

As part of the Community Development Block Grant (CDBG) Homeownership program, the City utilizes CDBG funding to purchase and rehabilitate vacant residential structures. Homeownership properties are marketed for resale directly to homebuyers for owner occupancy. Although the properties at 212-214 N Jonathan Street and 441-443 N Jonathan Street have been rehabilitated, the properties have yet to be sold to a homebuyer through the Homeownership Program. A brief history and status of each property can be found below:

· 212-214 N Jonathan Street – Structure is a side by side duplex and was purchased by the City in 1993. After initial stabilization work in the late 1990s, a comprehensive rehabilitation occurred in 2004-2005. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of moderate interior and exterior maintenance.

· 441-443 N Jonathan Street - Structure is a side by side duplex and was purchased by the City in 2005. A comprehensive rehabilitation occurred in 2005-2006. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of minor interior and exterior maintenance.

Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

Highlights of the Purchase Agreements and HRC plan include the following:

· Sale of 212-214 N Jonathan Street to the HRC for $1
· Sale of 441 N Jonathan Street to the HRC for $1
· Sale of 443 N Jonathan Street to the HRC for $1
· HRC to perform repairs to comply with all applicable building and livability codes
· HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
· HRC permitted to rent properties at a market rate if necessary
· HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Financial Impact:

Recommendation:

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Motion:

I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 443 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: 11/27/2018 DATE OF PASSAGE: 12/18/2018 EFFECTIVE DATE: 01/18/2019

ATTACHMENTS:

File Name	Description
112718_Intro_Ordinance_443_N_Jonathan.pdf	Memo, Motion, Ordinancefor 443 N Jonathan St

CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

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

Date: November 14, 2018

RE: Sale of CDBG Homeownership Properties to the Hagerstown Housing Authority

---

Mayor & Council Action Requested

Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Description of Properties

As part of the Community Development Block Grant (CDBG) Homeownership program, the City utilizes CDBG funding to purchase and rehabilitate vacant residential structures. Homeownership properties are marketed for resale directly to homebuyers for owner occupancy. Although the properties at 212-214 N Jonathan Street and 441-443 N Jonathan Street have been rehabilitated, the properties have yet to be sold to a homebuyer through the Homeownership Program. A brief history and status of each property can be found below:

- 212-214 N Jonathan Street – Structure is a side by side duplex and was purchased by the City in 1993. After initial stabilization work in the late 1990s, a comprehensive rehabilitation occurred in 2004-2005. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of moderate interior and exterior maintenance.

- 441-443 N Jonathan Street - Structure is a side by side duplex and was purchased by the City in 2005. A comprehensive rehabilitation occurred in 2005-2006. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of minor interior and exterior maintenance.

Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

Highlights of the Purchase Agreements and HRC plan include the following:

- Sale of 212-214 N Jonathan Street to the HRC for $1
- Sale of 441 N Jonathan Street to the HRC for $1
- Sale of 443 N Jonathan Street to the HRC for $1
- HRC to perform repairs to comply with all applicable building and livability codes
- HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
- HRC permitted to rent properties at a market rate if necessary
- HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Attachments: Ordinances and Draft Purchase Agreements for 212-214 N Jonathan Street, 441 N Jonathan Street, and 443 N Jonathan Street

c. Jill Thompson, Director DCED
Michelle Hepburn, Director of Finance

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **November 27, 2018**

TOPIC: **Introduction of an Ordinance: Authorizing the Sale of Property Located at 443 North Jonathan Street**

Charter Amendment	____
Code Amendment	____
Ordinance	X
Resolution	____
Other	____

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 443 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO APPROVE THE SALE OF A PROPERTY KNOWN AS 443 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND AND AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN REVITALIZATION CORPORATION

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 443 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated June 21, 2005, and recorded at Liber 2696, Folio 411 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2005; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council find that the Property is not needed for any public purpose.

3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.

5. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Purchase Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

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: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this **"Agreement")** is made as of the __ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation **("Buyer")** and the City of Hagerstown, a Maryland municipal corporation **("Seller").**

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 443 North Jonathan Street (Tax Map 308; Parcel 0401) and identified in a Deed to Seller dated June 21, 2005, and recorded at Liber 2696, Folio 411. The foregoing real property and improvements are collectively referred to herein as the **"Property".**

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Seller, in consideration of the covenants hereinafter entered into by the Buyer, agrees to sell and does sell to the Buyer, and the Buyer agrees to buy and does buy, subject to the terms and conditions hereinafter set forth, the Property at and for a total purchase price of One and 00/100 Dollars ($1.00), payable on the date of settlement. The Buyer agrees to purchase said property and to pay to the Seller the sum as set forth above.

1. Settlement shall occur no event later than March 31, 2019, at the office of Buyer's attorney.

2. Possession shall be given at the time of settlement, except that Buyer may enter upon the premises at any time and for any purpose reasonably necessary for the inspection of the property by the Buyer or Buyer's agents.

3. All costs of sale shall be borne by the Buyer except for the cost of the preparation of the deed which shall be borne by the Seller.

4. All rent, water rent, real estate and any and all public charges which may exist as liens upon the property shall be apportioned as of the date of settlement.

5. The above described property is to be held at the risk of the Seller until legal title has passed.

6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. Upon payment of the whole purchase money, Seller, on demand, agrees to execute and deliver to Buyer a good and sufficient deed of the above described premises, with covenants of **special** warranty and further assurances free of all liens and encumbrances, except those, if any, herein mentioned and such easements, conditions and restrictions, if any, to which the premises may now be subject. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void. Prior to settlement, Buyer shall be entitled to receive a title report at Buyer's cost with respect to the property, and, in the event that such title report indicates matters of exception to title objectionable to Buyer, Buyer may terminate this Agreement, provided that Buyer notifies Seller of its intention to so terminate this Agreement within Fifteen (15) days of its receipt of such title report. Such title report shall be brought to date at the time of settlement and Buyer may terminate this Agreement if such title report contains any additional exceptions from the previous title report furnished to Buyer.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

10.a. If Buyer defaults in performing any of Buyer's obligations under this Agreement for any reason other than Seller's default or a permitted termination by Buyer, Seller shall be entitled to avail itself of any other right or remedy granted to it hereunder or at law or in equity.

10.b. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof, then Buyer may, at its option, (a) terminate this Agreement, (b) compel specific performance of this Agreement by Seller, or (c) avail itself of any other right or remedy granted to it hereunder or at law or in equity.

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in Tax Property Article, §13-301, et seq., of the Annotated Code of Maryland, and such tax, if applicable, shall be paid by the Buyer upon the recordation of the deed.

12. Each party certifies to the other that it has no knowledge of nor has it assumed any obligation with respect to recognizing or paying any commission to a real estate broker or agent for services rendered in connection with this sale.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. If a substantial part of the Property is taken prior to Closing pursuant to eminent domain proceedings or the Seller has received written notice of an intent to condemn such part of the Property from the condemning authority, then the Buyer may terminate this Agreement within seven (7) days after the date of such taking or receipt of such notice by sending a notice of termination to the Seller or, if the Buyer does not elect to so terminate, the parties shall proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payment actually received by the Seller. If the Seller does not receive such award or payment by the date of Closing, the Seller shall assign all of its right, title and interest in such award or payment to the Buyer at Closing without an adjustment to the Purchase Price. For purposes of this Section, "substantial part of the Property" means that portion of the Property that, if taken pursuant to eminent domain proceedings would have a material adverse effect upon the use of the Property for Buyer's intended purposes. If the Buyer elects to terminate this Agreement under this Section, the Buyer shall notify the Seller of such election and the Seller shall refund any Deposit if applicable to the Buyer, this Agreement shall terminate, and thereafter neither party shall have any further rights, liability or obligations hereunder, except as expressly provided in this Agreement.

15. This Agreement and all documents referred to herein are governed by and construed and interpreted in accordance with the laws of the State of Maryland.

16. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

17. Regardless of whether Closing occurs hereunder, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including fees of attorneys, engineers, title examiners, consultants and accountants.

18. All notices, requests, demands and other communications hereunder shall be in writing and shall be given to such party at its address or telecopy number set forth below or such other address or telecopy number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request, or communication shall, for all purposes, be deemed given and received (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation or complete receipt is received during normal business

hours, provided that on the day on which the telecopy is sent, the sender also sends a copy by a recognized overnight delivery service, (b) if hand delivered against receipted copy, when the copy thereof is receipted, (c) if given by a recognized overnight delivery service, the day after being sent prepaid by such recognized overnight delivery service, or (d) if given by registered or certified mail, return receipt requested postage prepaid, three (3) days after it is posted with the United States Postal Service at the address specified below:

Seller's notice address:
Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:
Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.

20. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

WITNESS the names and seals of the parties hereto, signed the date first above written:

ATTEST:

City of Hagerstown, SELLER

_____
Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

_____
Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Purchase Agreement, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the aforegoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 10 closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) occupancy, in the event of a lease with option to purchase.

The information contained in the "Property Condition Disclosure Statement" is the representation of the Seller and not the representation of the real estate broker or salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any error, inaccuracy, or omission in the "Disclosure Statement" if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the Seller, or was provided to the Seller by a third party.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchasers) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION
CORPORATION

_____
Name:
President

By: _____
Sean Griffith,

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

_____
Donna K. Spickler, City Clerk

THE CITY OF HAGERSTOWN, SELLER

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ____ day of _____ ,2018.

WITNESS

_____
Name:

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY AGREEMENT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24 hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliations board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural Lands are causing an interference with the reasonable use and enjoyment of land or personal wellbeing and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

City of Hagerstown, Seller

By: _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____( ) parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

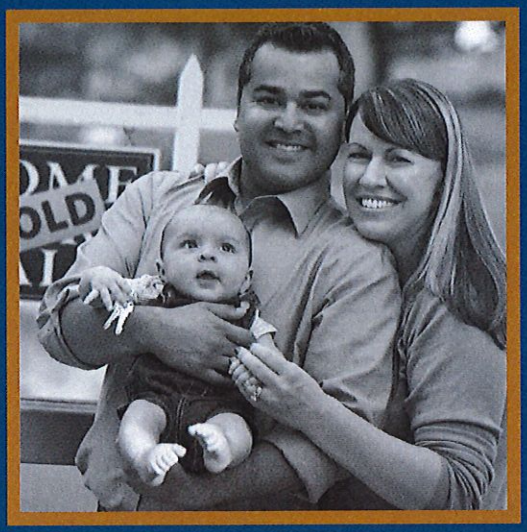
WITNESS AND ATTEST:

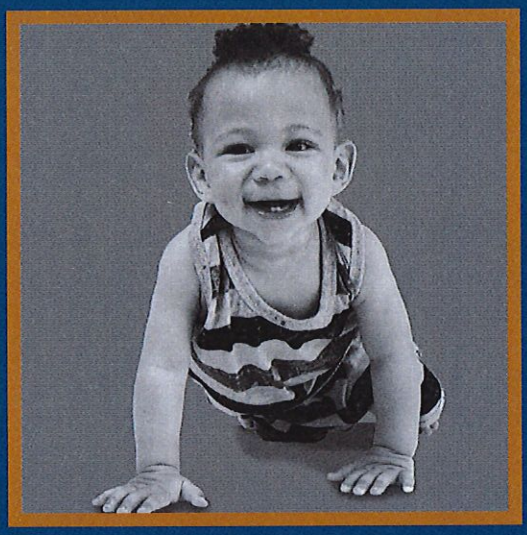
CITY OF HAGERSTOWN

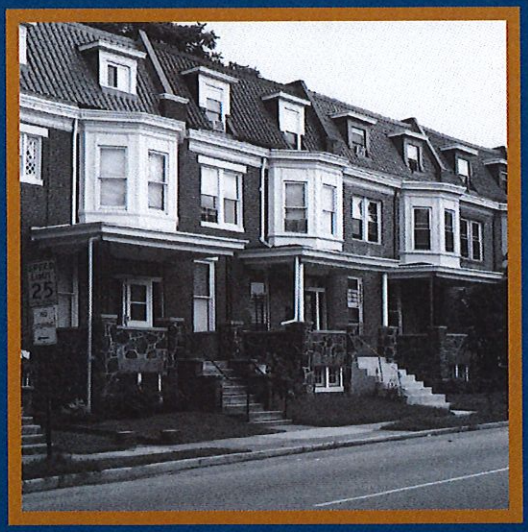
_____ BY: _____(Seal)

HAGERSTOWN REVITALIZATION CORPORATION

_____ BY: _____(Seal)
Sean Griffith, Executive Director







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

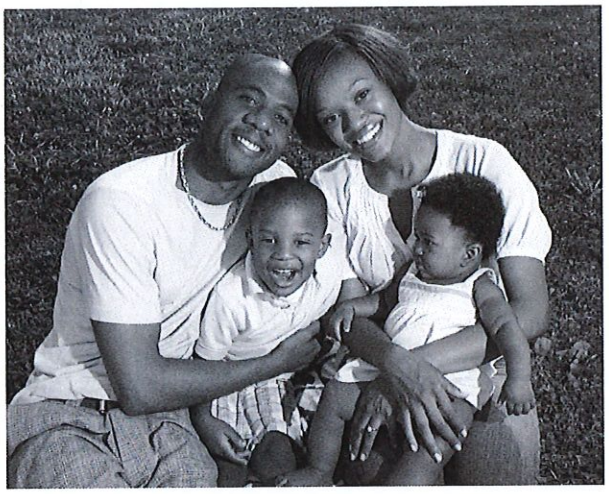
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

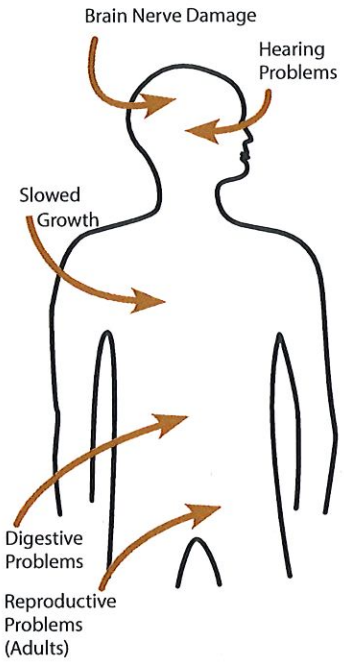
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

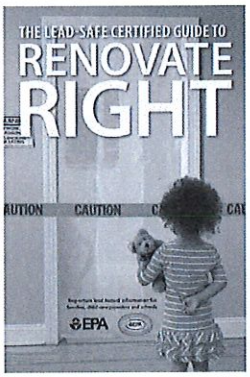
- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

_____

_____

If such event has occurred, Seller (*Seller to initial applicable line*) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller's Agent	Date	Buyer's Agent	Date

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REALTY Alliance, 221E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740 Phone: 301-373-8302 Fax: (301)739-0853
Stacy Sale Produced with lwFormB by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Waters

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) _____ / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) _____ / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord	Date	Buyer/Tenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Authorizing the Sale of Property Located at 212-214 North Jonathan Street

Mayor and City Council Action Required:
Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Discussion:

Description of Properties

As part of the Community Development Block Grant (CDBG) Homeownership program, the City utilizes CDBG funding to purchase and rehabilitate vacant residential structures. Homeownership properties are marketed for resale directly to homebuyers for owner occupancy. Although the properties at 212-214 N Jonathan Street and 441-443 N Jonathan Street have been rehabilitated, the properties have yet to be sold to a homebuyer through the Homeownership Program. A brief history and status of each property can be found below:

· 212-214 N Jonathan Street – Structure is a side by side duplex and was purchased by the City in 1993. After initial stabilization work in the late 1990s, a comprehensive rehabilitation occurred in 2004-2005. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of moderate interior and exterior maintenance.

· 441-443 N Jonathan Street - Structure is a side by side duplex and was purchased by the City in 2005. A comprehensive rehabilitation occurred in 2005-2006. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of minor interior and exterior maintenance.

Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

Highlights of the Purchase Agreements and HRC plan include the following:

· Sale of 212-214 N Jonathan Street to the HRC for $1
· Sale of 441 N Jonathan Street to the HRC for $1
· Sale of 443 N Jonathan Street to the HRC for $1
· HRC to perform repairs to comply with all applicable building and livability codes
· HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
· HRC permitted to rent properties at a market rate if necessary
· HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Financial Impact:

Recommendation:

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Motion:

I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 212-214 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION: 11/27/2018 DATE OF PASSAGE: 12/18/2018 EFFECTIVE DATE: 01/18/2019

ATTACHMENTS:

File Name	Description
112718_Intro_Ordinance_212-214_N_Jonathan.pdf	Memo, Motion, Ordinance_212-214 N Jonathan Street

CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

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

Date: November 14, 2018

RE: Sale of CDBG Homeownership Properties to the Hagerstown Housing Authority

---

Mayor & Council Action Requested

Staff seek Mayor & City Council approval to enter into three purchase agreements with the Hagerstown Housing Authority (HHA) for the sale of CDBG Homeownership Properties. The purchase agreements will result in the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street to the HHA controlled entity known as the Hagerstown Revitalization Corporation with subsequent resale planned to future CDBG eligible homeowners.

Description of Properties

As part of the Community Development Block Grant (CDBG) Homeownership program, the City utilizes CDBG funding to purchase and rehabilitate vacant residential structures. Homeownership properties are marketed for resale directly to homebuyers for owner occupancy. Although the properties at 212-214 N Jonathan Street and 441-443 N Jonathan Street have been rehabilitated, the properties have yet to be sold to a homebuyer through the Homeownership Program. A brief history and status of each property can be found below:

- 212-214 N Jonathan Street – Structure is a side by side duplex and was purchased by the City in 1993. After initial stabilization work in the late 1990s, a comprehensive rehabilitation occurred in 2004-2005. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of moderate interior and exterior maintenance.

- 441-443 N Jonathan Street - Structure is a side by side duplex and was purchased by the City in 2005. A comprehensive rehabilitation occurred in 2005-2006. Each unit was rehabilitated and marketed for sale. The property is habitable but is currently in need of minor interior and exterior maintenance.

Proposal by the HHA to acquire properties through the Hagerstown Revitalization Corporation

The HHA controlled entity, known as the Hagerstown Revitalization Corporation (HRC), was created approximately 15 years ago to provide more flexibility for select HHA projects. For this project, the HRC plans to purchase each City-owned properties listed above for the price of $1 each. Once controlled by the HRC, the properties will receive additional rehabilitation work and upgrades to allow for a turnkey occupancy. All funding used by the HRC will be from non-federal sources.

The HRC will market the properties for sale to eligible homeowners. Although the goal of selling the properties for homeownership will be passed on to HRC, the HRC will also be permitted to rent the units at a market rate while attempting to sell each property. If sold or rented, the HRC shall be entitled to retain all net profits.

Highlights of the Purchase Agreements and HRC plan include the following:

- Sale of 212-214 N Jonathan Street to the HRC for $1
- Sale of 441 N Jonathan Street to the HRC for $1
- Sale of 443 N Jonathan Street to the HRC for $1
- HRC to perform repairs to comply with all applicable building and livability codes
- HRC to market the properties for sale to eligible homebuyers to align with CDBG regulations
- HRC permitted to rent properties at a market rate if necessary
- HRC to retain proceeds of rent or property sale

It should be noted the HHA had initially discussed the possibility of returning any net profits from property sale proceeds to the City's CDBG program. During development of the Purchase Agreement language, this concept was withdrawn and the current language would allow HRC to retain any proceeds from sale of these properties.

Staff recommend entering into the purchase agreements with the HRC for the sale of 212-214 N Jonathan Street and 441-443 N Jonathan Street. Under HRC ownership, additional improvements will be carried out to help revitalize and reoccupy the properties. The properties will be subject to property taxes. The ordinances authorizing these property sales are scheduled to be introduced during the November Regular Session and approved during the December Regular Session. After the ordinances are approved, settlement will be scheduled for the first quarter of 2019.

Attachments: Ordinances and Draft Purchase Agreements for 212-214 N Jonathan Street, 441 N Jonathan Street, and 443 N Jonathan Street

c. Jill Thompson, Director DCED
Michelle Hepburn, Director of Finance

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Introduction of an Ordinance: Authorizing the Sale of Property Located at 212-214 North Jonathan Street**

Charter Amendment	____
Code Amendment	____
Ordinance	X
Resolution	____
Other	____

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance authorizing the sale of City-owned property located at 212-214 N Jonathan Street to the Hagerstown Revitalization Corporation (HRC) for the sum of $1. The HRC, a subsidiary of the Housing Authority of the City of Hagerstown, will carry out additional renovation activities to revitalize the property with the eventual goal of homeownership occupancy. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	12/18/2018
EFFECTIVE DATE:	01/18/2019

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO APPROVE THE SALE OF A PROPERTY KNOWN AS 212-214 NORTH JONATHAN STREET, HAGERSTOWN, MARYLAND AND AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT BETWEEN THE CITY AND THE HAGERSTOWN REVITALIZATION CORPORATION

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," owns a property located at Maryland known as 212-214 North Jonathan Street (Tax Map 306; Parcel 0336) and identified in a Deed to the City dated August 13, 1993, and recorded at Liber 1107, Folio 312 (hereinafter the "Property"); and

WHEREAS, the Property is a vacant residential duplex, consisting of two identical units, neither of which has been occupied since on or about 2004; and

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

WHEREAS, the Hagerstown Revitalization Corporation, a Maryland not-for profit entity which provides housing for low-income individuals and families, has submitted a proposal for purchase and redevelopment for the Property, which proposal has been approved and recommended by City staff; and

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, including various Addenda and other attachments, for the purchase of the Property; and

WHEREAS, the Purchase Agreement requires the Hagerstown Revitalization to rehabilitate, market and sell the Property, and if unable to do so, to rent the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council find that the Property is not needed for any public purpose.

3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.

4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with the Hagerstown Revitalization Corporation, a copy of which is attached hereto and incorporated herein by reference.

5. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Purchase Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

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: November 27, 2018
Date of Passage: December 18, 2018
Effective Date: January 18, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this **"Agreement")** is made as of the __ day of _____, 2018, the Hagerstown Revitalization Corporation, a 501(C)(3) non-profit corporation **("Buyer")** and the City of Hagerstown, a Maryland municipal corporation **("Seller").**

WHEREAS, the Seller is the owner in fee simple of certain improved real property consisting of 1 parcel of land located in Hagerstown, Maryland known as 212-214 North Jonathan Street (Tax Map 306; Parcel 0336) and identified in a Deed to Seller dated August 13, 1993, and recorded at Liber 1107, Folio 312. The foregoing real property and improvements are collectively referred to herein as the **"Property".**

and

WHEREAS, the Buyer wishes to purchase said Property from the City in accordance with the terms of this Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Seller, in consideration of the covenants hereinafter entered into by the Buyer, agrees to sell and does sell to the Buyer, and the Buyer agrees to buy and does buy, subject to the terms and conditions hereinafter set forth, the Property at and for a total purchase price of One dollar and 00/100 Dollars ($1.00), payable on the date of settlement. The Buyer agrees to purchase said property and to pay to the Seller the sum as set forth above.

1. Settlement shall occur no event later than March 31,2019, at the office of Buyer's attorney.

2. Possession shall be given at the time of settlement, except that Buyer may enter upon the premises at any time and for any purpose reasonably necessary for the inspection of the property by the Buyer or Buyer's agents.

3. All costs of sale shall be borne by the Buyer except for the cost of the preparation of the deed which shall be borne by the Seller.

4. All rent, water rent, real estate and any and all public charges which may exist as liens upon the property shall be apportioned as of the date of settlement.

5. The above described property is to be held at the risk of the Seller until legal title has passed.

6. The parties acknowledge that this property is being sold for less than fair market value in order to promote the City's homeownership efforts. In consideration thereof, Buyer agrees to the following: (1) Buyer shall perform all acts necessary to bring the Property up to any and all applicable building and livability codes (including but not limited to the City of Hagerstown's

Rental Facilities Ordinance at Chapter 197 of the City Code) within six (6) months of purchase. Thereafter, Buyer shall attempt to sell the Property at market rate to eligible homeowners as defined in addendum 2. Buyer shall be entitled to retain all net profits of sale. Net profits of sale shall be defined as the gross sales price, less (1) any ordinary and necessary broker's fees or commissions; (2) closing costs; and (3) verified costs of improvements made to the Property by Buyer. Buyer may rent the Property at market rate to a qualified tenant while Buyer attempts to sell the Property. If Buyer is unable, after *bona fide* effort, to sell the Property, it may continue to rent the Property at market rate. Buyer shall be entitled to any and all rental income it receives for the Property. In the event that Buyer should rent the Property, it shall continue to make best efforts market and sell the Property within five (5) years of the date of this Agreement. If Buyer is unable to sell the Property within the five (5) year period, it shall be entitled to continue to maintain the Property as a rental property. The obligations contained in this provision shall survive closing.

7. Upon payment of the whole purchase money, Seller, on demand, agrees to execute and deliver to Buyer a good and sufficient deed of the above described premises, with covenants of **special** warranty and further assurances free of all liens and encumbrances, except those, if any, herein mentioned and such easements, conditions and restrictions, if any, to which the premises may now be subject. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void. Prior to settlement, Buyer shall be entitled to receive a title report at Buyer's cost with respect to the property, and, in the event that such title report indicates matters of exception to title objectionable to Buyer, Buyer may terminate this Agreement, provided that Buyer notifies Seller of its intention to so terminate this Agreement within Fifteen (15) days of its receipt of such title report. Such title report shall be brought to date at the time of settlement and Buyer may terminate this Agreement if such title report contains any additional exceptions from the previous title report furnished to Buyer.

8. Buyer agrees (a) to accept possession of the real property on the date of settlement in its then current "As Is" condition; (b) to rely upon the inspection which Buyer has made or which Buyer will make before the settlement date; and (c) after delivery of the deed, to assert no claims against Seller for any defects in the condition of the real property. Any inspection(s) performed by Buyer/Buyer's agent shall be performed at the sole risk of Buyer/Buyer's Agent.

9. INTENTIONALLY LEFT BLANK

10.a. If Buyer defaults in performing any of Buyer's obligations under this Agreement for any reason other than Seller's default or a permitted termination by Buyer, Seller shall be entitled to avail itself of any other right or remedy granted to it hereunder or at law or in equity.

10.b. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof, then Buyer may, at its option, (a) terminate this Agreement, (b) compel specific performance of this Agreement by Seller, or (c) avail itself of any other right or remedy granted to it hereunder or at law or in equity.

11. Seller hereby notifies the Buyer that the property may be subject to the

Agricultural Transfer Tax as set forth in Tax Property Article, §13-301, et seq., of the Annotated Code of Maryland, and such tax, if applicable, shall be paid by the Buyer upon the recordation of the deed.

12. Each party certifies to the other that it has no knowledge of nor has it assumed any obligation with respect to recognizing or paying any commission to a real estate broker or agent for services rendered in connection with this sale.

13. It is the express understanding of the parties that **TIME IS OF THE ESSENCE** of this Agreement, that the terms and provisions hereof shall survive the delivery of the deed of conveyance, and that this Agreement shall be binding upon the parties, their heirs, successors and assigns. However, Buyer shall not assign this Agreement to any party without the prior written consent of the Seller, in the Seller's sole and absolute discretion.

14. If a substantial part of the Property is taken prior to Closing pursuant to eminent domain proceedings or the Seller has received written notice of an intent to condemn such part of the Property from the condemning authority, then the Buyer may terminate this Agreement within seven (7) days after the date of such taking or receipt of such notice by sending a notice of termination to the Seller or, if the Buyer does not elect to so terminate, the parties shall proceed to Closing with an adjustment in the Purchase Price equal to any condemnation award or payment actually received by the Seller. If the Seller does not receive such award or payment by the date of Closing, the Seller shall assign all of its right, title and interest in such award or payment to the Buyer at Closing without an adjustment to the Purchase Price. For purposes of this Section, "substantial part of the Property" means that portion of the Property that, if taken pursuant to eminent domain proceedings would have a material adverse effect upon the use of the Property for Buyer's intended purposes. If the Buyer elects to terminate this Agreement under this Section, the Buyer shall notify the Seller of such election and the Seller shall refund any Deposit if applicable to the Buyer, this Agreement shall terminate, and thereafter neither party shall have any further rights, liability or obligations hereunder, except as expressly provided in this Agreement.

15. This Agreement and all documents referred to herein are governed by and construed and interpreted in accordance with the laws of the State of Maryland.

16. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

17. Regardless of whether Closing occurs hereunder, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including fees of attorneys, engineers, title examiners, consultants and accountants.

18. All notices, requests, demands and other communications hereunder shall be in writing and shall be given to such party at its address or telecopy number set forth below or such other address or telecopy number as such party may hereafter specify for that purpose by notice to the other party. Each such notice, request, or communication shall, for all purposes, be deemed given and received (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation or complete receipt is received during normal business

hours, provided that on the day on which the telecopy is sent, the sender also sends a copy by a recognized overnight delivery service, (b) if hand delivered against receipted copy, when the copy thereof is receipted, (c) if given by a recognized overnight delivery service, the day after being sent prepaid by such recognized overnight delivery service, or (d) if given by registered or certified mail, return receipt requested postage prepaid, three (3) days after it is posted with the United States Postal Service at the address specified below:

Seller's notice address:

Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:

Jason Morton, Esquire
82 West Washington St
Ste 100
Hagerstown, MD 21740

Buyer's notice address:

Hagerstown Revitalization Corporation
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, President

With a copy to:

M. Lynn Williams, Esquire
111 West Washington Street
Hagerstown, MD 21740

Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. The following Addenda are attached hereto and incorporated into this Purchase Agreement: (1) Addendum to Contract of Sale; (2) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards; (3) Protect Your Family from Lead in Your Home pamphlet; and (4) Maryland Lead Poisoning Prevention Program Disclosure.

20. This Agreement contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

21. Any approvals required under the provisions of this Agreement by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative

body.

WITNESS the names and seals of the parties hereto, signed the date first above written:

ATTEST:

City of Hagerstown, SELLER

_____
Donna K. Spickler, City Clerk

BY: _____ (SEAL)
Robert E. Bruchey, II, Mayor

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

_____
Name:

By: _____
Sean Griffith
President

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, known to me to be the Mayor of The City of Hagerstown, whose name is subscribed to the aforegoing Purchase Agreement, and who acknowledged that he executed the same for the purposes therein contained as the act of The City of Hagerstown, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

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

I HEREBY CERTIFY that on this day of , 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me or satisfactorily proven to me to be the President of the Hagerstown Revitalization Corporation, whose name is subscribed to the aforegoing Purchase Agreement, who acknowledged that he executed the same for the purposes therein contained as their act, with full authority to do so.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

ADDENDUM 1 TO PURCHASE AGREEMENT

NOTICE TO PURCHASER OF PURCHASERS RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO AN AGREEMENT OF SALE EITHER:

(A) A written property conditions "Disclosure Statement" listing all defects or information of which the Seller has actual knowledge in relation to the following:

1) Water and Sewer systems, including the source of household water, water treatment systems, and sprinkler systems; 2) Insulation; 3) Structural systems, including the roof, walls, floors, foundation, and any basement; 4) Plumbing, electrical, heating, and air conditions systems; 5) Infestation of wood-destroying insects; 6) Land use matters; 7) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills; and 8) Any other material defects known to the seller; or

(B) A written "Disclaimer Statement" providing that: 1) The Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and 2) the purchaser will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

At the time the Disclosure or Disclaimer Statement is delivered to you, you are required to date and sign a written acknowledgement of receipt, which shall be included in or attached to the Agreement of sale.

You are hereby notified that, in certain circumstances, you have the right to rescind your Agreement of sale with the Seller, if the Seller fails to deliver to you the written "Property Condition Disclosure Statement". Section 10-702 provides that a purchaser who does not receive the "Disclosure Statement" on or before entering into the Agreement of sale has the unconditional right, upon written notice to the Seller or Seller's agent; 1) to rescind the Agreement of sale at any time before the receipt of the "Disclosure Statement" or within 5 days following receipt of the "Disclosure Statement", and 2) to the immediate return of any deposits made on account of the Agreement of sale.

If the "Disclosure Statement" is delivered to you later than 3 days after the Seller enters into a Agreement of sale with you, the Agreement of sale is void. Your right to rescind the Agreement of sale

under Section 10-702 terminates if not exercised before making written application to lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application.

Your rights as a purchaser under Section 10-702 may not be waived in the Agreement of sale, and any attempted waiver is void. Your rights as the purchaser to terminate the Agreement of sale under Section 10-702 are waived conclusively if not exercised before; 10 closing or occupancy by you, whichever occurs first, in the event of a sale; or 2) occupancy, in the event of a lease with option to purchase.

The information contained in the "Property Condition Disclosure Statement" is the representation of the Seller and not the representation of the real estate broker or salesperson, if any. The Seller is not required to undertake or provide an independent investigation or inspection of the real property in order to make the disclosures required by Section 10-702. The Seller is not liable for any error, inaccuracy, or omission in the "Disclosure Statement" if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the Seller, or was provided to the Seller by a third party.

You have the right to obtain professional advice about the real property or to obtain an independent inspection of the property by a certified or licensed inspection, and any disclosure or disclaimer is not a substitute for the same.

The undersigned purchasers) acknowledges receipt of this notice on the date indicated below and acknowledges that the real estate licensee named below has informed the purchaser of the purchaser's rights and obligations under section 10-702.

The above is to be considered part of the Agreement and of equal force and effect as all other terms and conditions which otherwise remain the same.

Date: _____

WITNESS

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

_____
Name:

By: _____
Sean Griffith,
President

DISCLAIMER STATEMENT

The Seller hereby represents that the Seller makes no representations or warranties as to the condition of the real property or any improvements on the real property and the purchase will be receiving the real property "as is", with all defects that may exist, except as otherwise provided in the Agreement of sale.

ATTEST:

_____
Donna K. Spickler, City Clerk

THE CITY OF HAGERSTOWN, SELLER

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

The Buyer hereby acknowledges receipt of the Disclaimer Statement herein on the ___ day of _____ ,2018.

WITNESS

_____
Name:

BUYER:
HAGERSTOWN REVITALIZATION CORPORATION

By: _____
Sean Griffith
President

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED HEREINABOVE. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY AGREEMENT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24 hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliations board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural Lands are causing an interference with the reasonable use and enjoyment of land or personal wellbeing and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

City of Hagerstown, Seller

By: _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.

ADDENDUM 2 TO PURCHASE AGREEMENT

This Addendum entered into this _____ day of _____, 2018 by the City of Hagerstown, hereinafter called "Seller" and the Hagerstown Revitalization Corporation, hereinafter called "Purchaser."

WHEREAS, the Seller and Purchaser entered into a Contract of Sale dated _____ for the sale of _____( ) parcels of land in Hagerstown, Washington County, Maryland (collectively "the Property"), and

WHEREAS, the Contract provided that the Purchaser agreed to resell the Property to Buyers who will meet Community Development Block Grant (CDBG) current income eligibility guidelines and it was further agreed that this condition shall appear in the Deed, and

WHEREAS, the parties wish to more specifically define this obligation and refer to the same in the Deed.

NOW, THEREFORE, in consideration of the mutual promises made in the aforementioned Contract of Sale and for the purpose of more particularly defining the obligations of the Seller and Purchaser under the aforementioned provisions of the Contract of Sale, the Purchaser and Seller agree as follows:

1. Purchaser must demonstrate that the CDBG Eligible Activity of Disposition meets the CDBG National Objective Standard of Low and Moderate Income Housing at Code of Federal Regulations Title 24 §570.208(a)(3) by documenting the compliance test at Code of Federal Regulations Title 24 §570.208(a)(3), incorporated herein by reference, has been met. Records demonstrating compliance with this national objective standard will include information required by Code of Federal Regulations Title 24 §570.506(b)(4)(iii) shall be maintained by Purchaser. Within thirty (30) days of transfer of the property from Purchaser to an owner occupant, Purchaser shall forward a copy of records demonstrating compliance with Code of Federal Regulations Title 24 §570.208(a)(3) to the City of Hagerstown Department of Community and Economic Development. Purchaser shall make an income determination based on the then current City of Hagerstown CDBG Income Limits to demonstrate that this activity benefits a low and moderate income household. Supporting information on income by IRS household size shall be documented by detailed income verification of the types of income included in the IRS Form 1040 definition of income including amounts.

2. That the provisions of paragraph 1 hereof shall survive the execution of the Contract of Sale and not be merged into the Deed and further that provisions of this Addendum shall be incorporated by reference into the Deed.

WITNESS our hands and seals.

WITNESS AND ATTEST:

CITY OF HAGERSTOWN

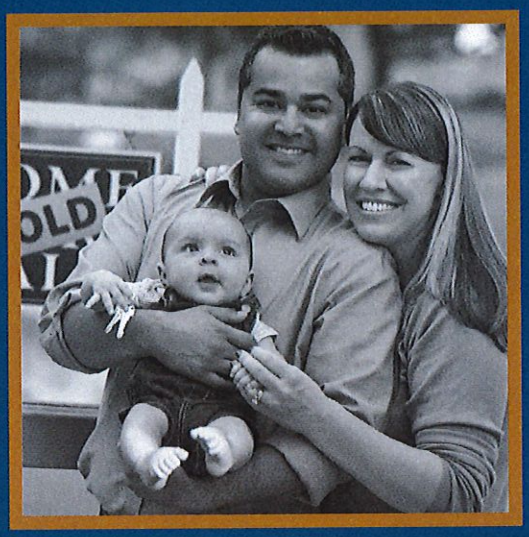
_____

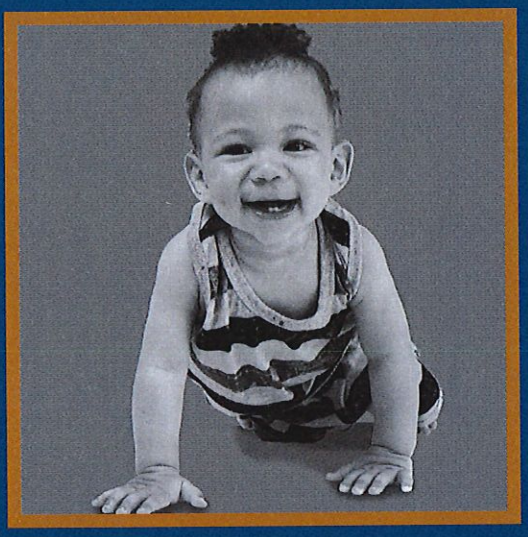
BY: _____(Seal)

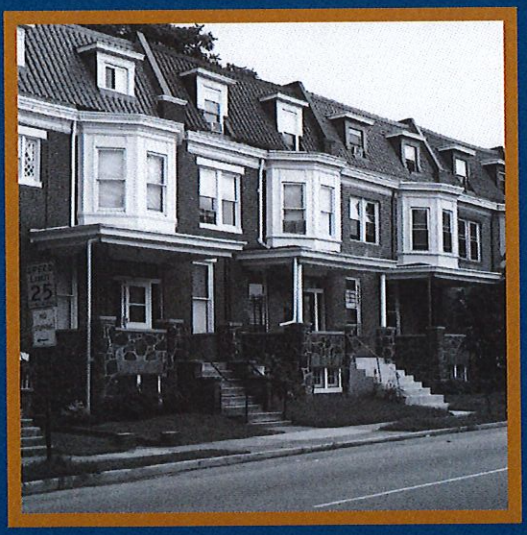
HAGERSTOWN REVITALIZATION CORPORATION

_____

BY: _____(Seal)
Sean Griffith, Executive Director







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

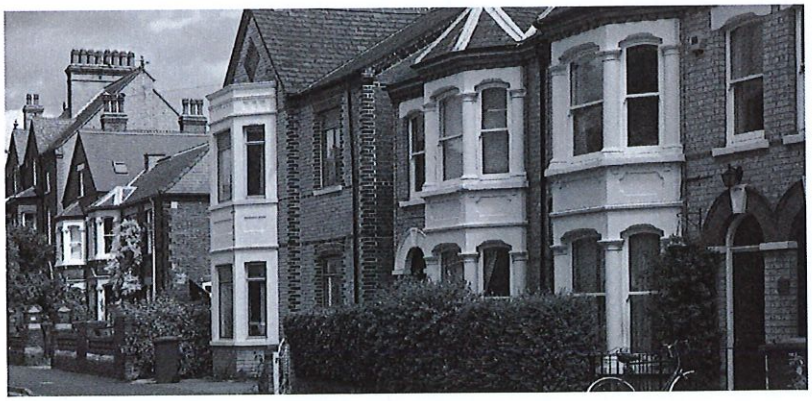
- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

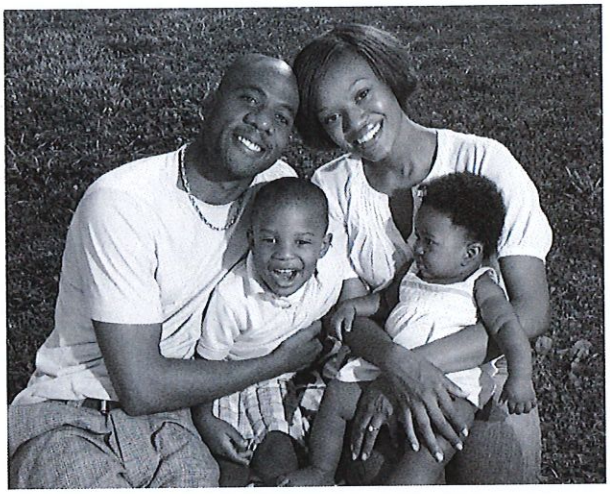
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



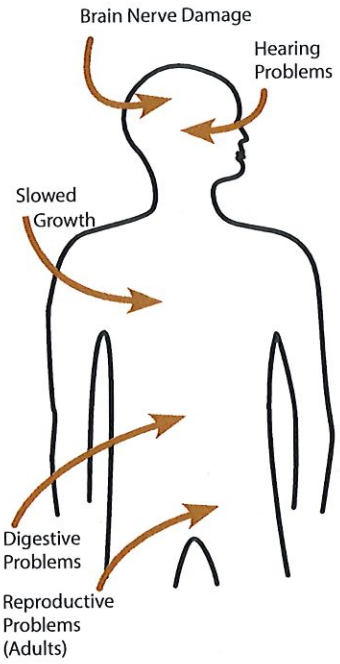
Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

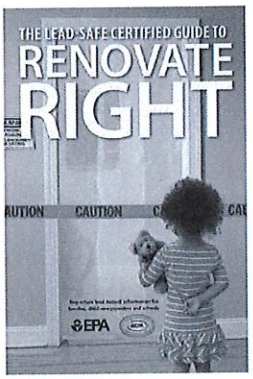
- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors
- 250 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) _____ / _____ has; or _____ / _____ has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

_____

_____

If such event has occurred, Seller (*Seller to initial applicable line*) _____ / _____ will; OR _____ / _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (BUYER)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller's Agent	Date	Buyer's Agent	Date

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) _____ / _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii) _____ / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):
(i) _____ / _____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

(ii) _____ / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) _____ / _____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):
(i) _____ / _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) _____ / _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller/Landlord	Date	Buyer/Tenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Memorandum of Understanding with the Hagerstown Housing Authority for Environmental Review Management

Mayor and City Council Action Required:
Staff request Mayor & City Council approval to execute the MOU document with the HHA.

Discussion:
As the Mayor & City Council are aware, the City of Hagerstown receives federal funding through the Community Development Block Grant (CDBG) Program. This funding is received on an annual basis from the U.S. Department of Housing and Urban Development (HUD). Federal regulations stipulate that all CDBG entitlement grantees are "Responsible Entities" for the Federal Environmental Review process. As a Responsible Entity, the City is required to complete an environmental review for all of Hagerstown's CDBG funded activities.
The purpose of an environmental review is to: describe the project and each of the activities comprising the project, evaluate the effects of the project or the activities on the human environment, document compliance with applicable statutes and authorities, and record the written determinations and other review findings required by federal law. City staff in the Department of Community and Economic Development handle this process for a variety of CDBG funded projects including public service projects (such as funding for organizations like the Community Free Clinic, administrative functions, etc.) and construction projects (such as sidewalk construction, crosswalk construction, etc.).
As the only Responsible Entity located in Washington County, the City of Hagerstown is *also* responsible for assisting with environmental reviews for any particular project or activity that will utilize HUD funding for outside organizations that fall into the category of Public and Indian Housing under HUD.

During the environmental review process for an outside agency, city staff will assist with the submission of review packets to the Maryland Historic Trust, review the overall compliance checklist to ensure all required fields are met and adequately reported, provide a formal signature of the completed review as the official certifying officer (either by the Community Development Manager or the Mayor), and assist with obtaining HUD approval for the specific project or activity through a Request for Release of Funds form. The staff time associated with this overall process is typically minimal and outside agency reviews that involve city assistance occur infrequently. The most common outside agency that requires environmental reviews is the Hagerstown Housing Authority (HHA).
It has been highly recommended by HUD that Public Housing Authorities and Responsible Entities adopt a formal Memorandum of Understanding (MOU) to outline the roles and responsibilities of each agency with respect to environmental reviews. The highlights of the MOU include:
- Responsibilities of the City and HHA for the environmental review process.

- The HHA will notify city staff of the need for an environmental review in an appropriate amount of time.
- The HHA will reimburse the City if any expenses are accrued for performing the services under this MOU.
- The City will assume responsibility to execute the certification of the project via a Request for Release of Funds form.
- The HHA will provide the City with any and all documentation that describes the full scope and purpose of the HUD assisted project.

Financial Impact:

Recommendation:
As previously outlined above, city staff has worked with HHA in the past for several projects, but have never formalized the responsibilities of each agency for the environmental review process. DCED staff has worked with the city attorney and staff from the HHA to draft an MOU document to formalize this relationship. Staff request Mayor & City Council approval to execute the MOU document with the HHA.

Motion:
I hereby move for the Mayor and City Council to approve a resolution authorizing entry into a Memorandum of Understanding (MOU) with the Housing Authority of the City of Hagerstown. This MOU is required to formalize the City's partnership with the Housing Authority for Federal Environmental Review management as required by the United States Department of Housing and Urban Development. The MOU is attached.

Action Dates:
DATE OF INTRODUCTION: 11/27/2018 DATE OF PASSAGE: 11/27/2018 EFFECTIVE DATE: 11/27/2018

ATTACHMENTS:

File Name	Description
112718_MOU_with_HHA_Environmental_Review.pdf	Memo_Motion_MOU with HHA Environmental Review Management

CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Planning and Outreach Coordinator JM
Jonathan Kerns, Community Development Manager J.K.

DATE: November 14, 2018

SUBJECT: MOU with Hagerstown Housing Authority Regarding Federal Environmental Review Management

---

Background:

As the Mayor & City Council are aware, the City of Hagerstown receives federal funding through the Community Development Block Grant (CDBG) Program. This funding is received on an annual basis from the U.S. Department of Housing and Urban Development (HUD). Federal regulations stipulate that all CDBG entitlement grantees are "Responsible Entities" for the Federal Environmental Review process. As a Responsible Entity, the City is required to complete an environmental review for all of Hagerstown's CDBG funded activities.

The purpose of an environmental review is to: describe the project and each of the activities comprising the project, evaluate the effects of the project or the activities on the human environment, document compliance with applicable statutes and authorities, and record the written determinations and other review findings required by federal law. City staff in the Department of Community and Economic Development handle this process for a variety of CDBG funded projects including public service projects (such as funding for organizations like the Community Free Clinic, administrative functions, etc.) and construction projects (such as sidewalk construction, crosswalk construction, etc.).

As the only Responsible Entity located in Washington County, the City of Hagerstown is *also* responsible for assisting with environmental reviews for any particular project or activity that will utilize HUD funding for outside organizations that fall into the category of Public and Indian Housing under HUD.

During the environmental review process for an outside agency, city staff will assist with the submission of review packets to the Maryland Historic Trust, review the overall compliance checklist to ensure all required fields are met and adequately reported, provide a formal signature of the completed review as the official certifying officer (either by the Community Development Manager or the Mayor), and assist with obtaining HUD approval for the specific project or activity through a Request for Release of Funds form. The staff time associated with this overall process is typically minimal and outside agency reviews that involve city assistance occur infrequently. The most common outside agency that requires environmental reviews is the Hagerstown Housing Authority (HHA).

Mayor and Council Action Requested:

It has been highly recommended by HUD that Public Housing Authorities and Responsible Entities adopt a formal Memorandum of Understanding (MOU) to outline the roles and responsibilities of each agency with respect to environmental reviews. The highlights of the MOU include:

- Responsibilities of the City and HHA for the environmental review process.
- The HHA will notify city staff of the need for an environmental review in an appropriate amount of time.
- The HHA will reimburse the City if any expenses are accrued for performing the services under this MOU.
- The City will assume responsibility to execute the certification of the project via a Request for Release of Funds form.
- The HHA will provide the City with any and all documentation that describes the full scope and purpose of the HUD assisted project.

As previously outlined above, city staff has worked with HHA in the past for several projects, but have never formalized the responsibilities of each agency for the environmental review process. DCED staff has worked with the city attorney and staff from the HHA to draft an MOU document to formalize this relationship. Staff request Mayor & City Council approval to execute the MOU document with the HHA.

Attachments: Resolution and Draft MOU with HHA-Environmental Reviews

c: Jill Thompson, Director of Community and Economic Development

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

November 27, 2018

TOPIC: **Approval of a Resolution: Memorandum of Understanding with the Hagerstown Housing Authority for Environmental Review Management**

Charter Amendment	___
Code Amendment	___
Ordinance	___
Resolution	X
Other	___

MOTION: I hereby move for the Mayor and City Council to approve a resolution authorizing entry into a Memorandum of Understanding (MOU) with the Housing Authority of the City of Hagerstown. This MOU is required to formalize the City's partnership with the Housing Authority for Federal Environmental Review management as required by the United States Department of Housing and Urban Development. The MOU is attached.

DATE OF INTRODUCTION:	11/27/2018
DATE OF PASSAGE:	11/27/2018
EFFECTIVE DATE:	11/27/2018

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HOUSING AUTHORITY OF THE CITY OF HAGERSTOWN ("HHA") FOR THE COMPLETION OF ENVIRONMENTAL REVIEWS

RECITALS

WHEREAS, the HHA maintains public housing under Section 9 of the Unites States Housing Act of 1937 in the City of Hagerstown ("the City"), and may elect to pursue housing projects and/or activities with federal assistance, subject to environmental reviews;

WHEREAS, the HHA may secure assistance in completing the environmental reviews by the City; and

WHEREAS, a sound working relationship between the HHA and the City substantiates transparent planning for the benefit of residents. In working together, the HHA and the City protect the environment and ensure safe, decent housing for residents within sustainable communities;

WHEREAS, in order to outline the roles and responsibilities of the HHA and the City with respect to such environmental reviews, the parties shall enter into a Memorandum of Understanding ("MOU"); and

WHEREAS, in addition to avoiding delays, risks and miscommunications, the MOU also provides that rate at which the City will be compensated for its work performing environmental reviews and reimbursed for its expenses. The MOU also provides for a term of five (5) years, unless terminated earlier by either party for reasons set forth therein; and

WHEREAS, attached hereto and incorporated herein is an MOU by and between the City and the HHA for the completion of Environmental Reviews; and

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

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

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the Mayor be and is hereby authorized to execute and deliver the attached Memorandum of Understanding between the City of Hagerstown and the Housing Authority of the City of Hagerstown, and City Staff may execute such other and further instruments as may be required to effectuate the intent of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: November 27, 2018
Effective Date: November 27, 2018

PREPARED BY:
SALVATORE & MORTON, CITY ATTORNEY

Memorandum of Understanding
Between the City of Hagerstown and The Housing Authority
of the City of Hagerstown for the completion of
Environmental Reviews

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this _____ day of _____, 2018, by and between The Housing Authority of the City of Hagerstown, a public housing authority (hereinafter referred to as "the PHA") and the City of Hagerstown, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as "RE").

WHEREAS, the PHA maintains public housing under Section 9 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to environmental reviews pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, the PHA may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the RE authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, the RE certifies it is authorized to: (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to the PHA; (2) accept jurisdiction of the Federal courts for enforcement of these environmental responsibilities; and (3) execute the certification portion of HUD's Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS, the PHA requested the RE to complete the environmental review record with respect to the PHA's projects or activities pursuant to the conditions and provisions set forth in this MOU and the RE accepts responsibility to act as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the PHA and RE hereby agree as follows:

Article 1. Incorporation of recitals: The recitals sets forth above are incorporated by reference as if fully set forth herein and made a part hereof.

Article 2. Duties and Responsibilities of RE:

1. RE will manage and/or assist PHA with all environmental reviews and prepare all necessary documentation in support of the environmental review record for all activities pursuant to the PHA's projects and any accompanying documents necessary to be submitted to HUD, in full compliance with:

    a) HUD's "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58);
    b) Section 102 of NEPA;
    c) Related provisions of the Council on Environment Quality regulations contained in 40 CFR Parts 1500 through 1508; and
    d) All other applicable Federal and State regulations.

2. Where appropriate and necessary in the environmental review process, RE will issue findings of no significant impact (FONSIs) or findings of significant impact, determine whether to hold public hearings, prepare environmental impact statements and records of decision, issue notices of FONSIs and notices of intent to request release of funds, and prepare requests for release of funds.

3. RE and PHA may retain consultants and experts for special reviews or investigations and obtain other outside services deemed necessary by RE to its functions hereunder. Prior to retaining any such experts, consultants or outside services, RE shall discuss the need for and scope of such work or services with the PHA. The PHA shall pay the cost of any such experts, consultants or outside services as eligible Capital Fund activities.

Article 3: Duties and Responsibilities of PHA

1. PHA procures at PHA's expense and provides RE with all available project and environmental information needed by RE in connection with activities pursuant to this MOU, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law and regulations.

2. PHA provides RE with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately financed or non-federally assisted PHA financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this MOU and that are within the PHA's possession or control.

3. PHA serves as liaison with local community groups and residents regarding all aspects of RE services under this MOU, including, but not limited to, scheduling meetings and participating in public meetings. PHA provides the RE with prior

written notice of all meetings related to MOU services in order to allow the RE the opportunity to participate in such meetings.

4. PHA reimburses RE for expenses incurred for performing services under this MOU, including, but not limited to:

    a. costs of publishing notices;
    b. necessary travel expenses;
    c. postage and express package delivery charges;
    d. fees and expenses of experts, consultants and outside services retained by the RE;
    e. RE's staff time devoted to performance of MOU services at the rate of $50 per hour; and
    f. actual costs incurred associated with any surveys or investigations.

5. PHA monitors environmental mitigation or procures such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.

6. PHA provides the Five Year and Annual Plans to the RE in order to facilitate integration between RE planning and PHA activities and projects that require environmental reviews, including development, modernization or other capital activities.

7. PHA communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance.

Article 4. Agreement terms

1. This MOU is effective for a period of five (5) years or until terminated by the PHA pursuant to the provisions of this MOU.

2. PHA may terminate this MOU at any time by giving sixty (60) days' written notice to RE.

3. RE may terminate this MOU for cause upon sixty (60) days' notice to PHA, including a statement of the reasons therefore, and after an opportunity for a hearing is afforded. As used herein, cause shall include any failure of PHA to promptly reimburse RE for costs, any other non-performance by PHA under this MOU or any material failure by PHA to comply with any term of this MOU.

ARTICLE 5. Conditions

1. No official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this MOU, because of

such party's execution or attempted execution of this MOU, or because of any breach thereof.

2. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein.

3. No changes or modifications of this MOU are binding unless made in writing and executed by the duly authorized officers of both the PHA and RE.

4. PHA and RE shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.

5. Whenever under this MOU either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the MOU regardless of the number of times either party may have waived the performance, requirement or condition.

ARTICLE 6. Authority and notice

1. Each person signing this MOU represents and warrants that such person has the requisite power and authority to enter into, execute, and deliver this MOU and that this MOU is a valid and legally binding and enforceable obligation in accordance with its terms.

2. All verbal and written communication, including required reports and submissions, shall be transmitted between RE and PHA as noted below.

   Any notices sent to City shall be electronically transmitted to:

   Jonathan Kerns
   Community Development Manager
   City of Hagerstown
   14 N. Potomac Street
   Hagerstown, Maryland 21740
   jkerns@hagerstownmd.org

   with a copy to:

   Jason Morton
   City Attorney
   jmorton@salvatoremorton.com

Any notices sent to the Authority shall be electronically transmitted to:

The Housing Authority of the City of Hagerstown
35 West Baltimore Street
Hagerstown, Maryland 21740
Attn: Mr. Sean Griffith, Executive Director
sgriffith@hagerstownha.com

with a copy to:

M. Lynn Williams
General Counsel
mlw@barton-williams.com

IN WITNESS WHEREOF, the City of Hagerstown and The Housing Authority of the City of Hagerstown have executed this Memorandum of Understanding as of the date first written above and under the laws of the State of Maryland.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Robert E. Bruchey, II, Mayor

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____

THE HOUSING AUTHORITY
OF THE CITY OF HAGERSTOWN

By:_____
Sean Griffith, Executive Director

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Memorandum of Understanding for Police Academy

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_MOU_for_Washington_County_Police_Academy.pdf	MOU for Police Academy

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

November 09, 2018

To: Valerie Means,
City Administrator

From: Paul J. Kifer PJK
Chief of Police

Re: Washington County Police Academy MOU

HPD is requesting M&C approval for the MOU with the Washington County Sheriff's Department and the Hagerstown Community College for the purposes of establishing a joint Washington County Police Academy.

The term of this agreement shall be for a period of one year from January 1, 2019, through December 31, 2019. This agreement shall automatically renew unless otherwise terminated as set forth hereinafter.

CITY OF HAGERSTOWN

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN HAGERSTOWN COMMUNITY COLLEGE, THE WASHINGTON COUNTY SHERIFF'S OFFICE, THE WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE CITY OF HAGERSTOWN POLICE DEPARTMENT TO SET FORTH GUIDELINES FOR CREATING AND OPERATING THE WASHINGTON COUNTY POLICE ACADEMY

RECITALS

WHEREAS, both Washington County and the City of Hagerstown operate and maintain law enforcement agencies; and

WHEREAS, Hagerstown Community College has the resources, ability, and desire to contribute to conducting a law enforcement training academy; and

WHEREAS, the parties desire to work together to establish, operate, and maintain a law enforcement training academy in Washington County and for the benefit of the Washington County and City of Hagerstown law enforcement agencies; and

WHEREAS, the parties desire to set forth guidelines, expectations, and obligations for working together to create, operate, and maintain a police academy in Washington County; 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 Hagerstown Community College, the Washington County Sheriff's Office, the Washington County Board of County Commissioners, and the City of Hagerstown Police Department, 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:

By: _____
Donna Spickler, City Clerk

Date of Introduction: N/A
Date of Passage: November 27, 2018
Effective Date: November 27, 2018

CITY OF HAGERSTOWN, MARYLAND

By: _____
Robert E. Bruchey, Mayor

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

MEMORANDUM OF UNDERSTANDING

Between

HAGERSTOWN COMMUNITY COLLEGE, WASHINGTON COUNTY SHERIFF'S OFFICE, WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS, and the CITY OF HAGERSTOWN POLICE DEPARTMENT

This Memorandum of Understanding is entered into this _____ day of _____ 2018, by and between Hagerstown Community College (hereinafter referred to as "the College"), the Washington County Sheriff's Office (hereinafter referred to as "the WCSO") the Washington County Board of County Commissioners (hereinafter referred to as "the Board") and the City of Hagerstown (hereinafter referred to as "the City," "the Hagerstown Police Department," or "the HPD").

1. PURPOSE

   The purpose of this Memorandum of Understanding (MOU) is to put forth an agreement among the above listed agencies for the use of their respective staff, equipment, and facilities in conducting instruction at the Washington County Police Academy (WCPA). This MOU will set forth provisions and guidelines, to include the use of "in-kind" services to accomplish a productive working relationship.

2. TERM

   A. The term of this agreement shall be for a period of one year from January 1, 2019, through December 31, 2019.
   B. This agreement shall automatically renew unless otherwise terminated as set forth hereinafter.

3. TERMINATION

   A. The agreement shall be terminated by any party by providing a 90 day written notice.
   B. Termination of the agreement will not affect the completion of any WCPA student's training already in progress, if acceptable to the College and the agencies.

4. MUTUAL RIGHTS AND RESPONSIBILITIES

   A. Operation of the WCPA shall be subject to all applicable Federal, State, and local non-discrimination laws and regulations. No party will discriminate against any WCPA employee or student on the basis of the employee's or student's race, color, religion, sex, age, national origin, disability, creed, or other prohibited basis.
   B. The parties represent and warrant that, to the best of each party's knowledge, the party, its officers, agents, and employees are in material compliance with Federal, State, and local laws, regulations and ordinances applicable to its activities and obligations arising out of this agreement.
   C. The autonomy of the College, the Board, WCSO, and HPD shall be observed at all times. The College, WCSO, and HPD agree to make every effort to insure that the staff of all party's

involved maintain current knowledge of each other's philosophy and objectives, protocol, policies, and procedures.

D. Faculty, instructors, and students will comply with all College rules, regulations, and policies as may be in effect or promulgated during the term of this agreement.

5. RESPONSIBILITES OF HCC, WCSO and HPD

A. Establish and maintain a Governing Board, comprised of the HCC President or his representative, the HPD Police Chief, and the WC Sheriff to provide structure and oversight for the Academy.
B. Provide instructors certified by Maryland Police Standards Training Commission each Academy session on an equal basis.
C. HPD and WCSO will provide one Academy Coordinator from each agency. One of the coordinators will be designated as the Academy Director by the Governing Board. The Academy Director position may be rotated at the discretion of the Governing Board.
D. The Academy Coordinators will be responsible for the Academy on behalf of HCC and the Governing Board. They will provide the discipline, the scenarios, and coordinate the instruction.
E. HPD and WCSO will provide the majority of the instruction. HCC will provide instructors as requested to cover specialty areas.
F. HCC agrees to provide up to six credits of release time to their full-time Administration of Justice faculty member to teach specialty classes in the Police Academy, which equates to 90 hours of class time per Academy Class.
G. HPD and WCSO will provide uniforms for all students and ammunition for self-sponsored students.
H. HPD and WCSO may use the assigned Academy classroom for in-service training until the Public Safety Training Center opens.
I. HPD and WCSO agree to be seen as providing additional police presence on campus through their participation in the Academy.
J. The Academy will have flexible start dates and a capacity of twenty five recruits.
K. HCC, HPD, and WCSO agree to return to the Articulation Agreement of 2010, between HCC and WMPA. Students who successfully complete the Police Academy will be eligible to earn up to 18 articulated credits once they have completed 15 credits at HCC with a cumulative 2.0 or better GPA. Articulation of credit is not automatic. Students must affirmatively notify and request articulation of this credit with HCC. The Articulation Agreement is attached to this MOU.

6. ADDITIONAL RESPONSIBILITIES OF HCC

A. Maintain the Maryland Police Standards Training Commission certification for the Academy.
B. Host the Academy on the HCC campus until the Public Safety Training Center is built.
C. Provide instructors as requested to cover specialty areas.
D. Provide one shared office, one classroom with the use of the FATS firearms simulator, and use of the HCC ARCC gymnasium for defensive tactics and Physical Training.

7. ADDITIONAL RESPONSIBILITIES OF WCSO

   A. All reporting to the Training Commission.
   B. Assist HCC in meeting the requirements of SB1265 by helping to administer an annual threat training exercise.

8. PAYMENT

   A. HCC will develop a continuing education training contract to include registration and administrative fees to assist in covering the expenses of running the Academy, and in providing uniforms, ammunition, and equipment to recruits from other agencies and to recruits who are self-sponsored. The registration fee will be $8 per recruit for each recruit attending the Police Academy which goes to HCC. The administrative fees will be based upon the residency of the agency. The fee per recruit for Agencies in Washington County will be $500.00 plus 4,000 rounds of handgun ammunition and 250 rounds of shotgun ammunition. The fee for Agencies from other counties in Maryland will be $2,500.00 plus 4,000 rounds of handgun ammunition and 250 rounds of shotgun ammunition. The fee for self-sponsored recruits will be $3,500.
   B. The fee charged by HCC will be $8.00 per student registration fee. There will also be a $500.00 annual office space rental fee. All other fees will be passed through to WCSO for the operational cost of running the Academy. This fee will be paid out of the recruit fees paid by the agencies participating in that Academy Class.

9. INSURANCE

   The parties to this Agreement will maintain and/or cause its persons to maintain public third party general liability and professional liability insurance providing bodily injury and property damage limits not less than one million dollars ($1,000,000) per occurrence/per claim and three million dollars ($3,000,000) in the aggregate. Certificates of insurance will be provided upon request to show evidence of contractual liability coverage.

10. INDEMNIFICATION

   A. To the extent allowed by Maryland Law, the College indemnifies and holds harmless HPD and WCSO, their agents or employees from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorney's fees), caused as a result of any act or omission of any student or instructor during the clinical assignment at the College except while under the direct supervision of HPD and/or WCSO.
   B. To the extent allowed by Maryland Law, HPD and WCSO indemnifies and hold harmless the State of Maryland, the College, its agents, trustees, officers, students, or employees from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorney's fees), which directly or indirectly arise out of performance

hereunder by the HPD and/or WCSO, their agents or employees, unless they are under the direct supervision of the WCPA.

C. Each of the Parties to this MOU agree to provide written testimony, documents, etc. to assist any Party in the defense of any litigation brought against the Washington County Police Academy or any of the Parties resulting from actions as part of the Washington County Police Academy.

11. INTERPRETIVE PROVISIONS

A. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Maryland.

B. Each party has participated in negotiating and drafting this agreement, so if an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

12. NOTICES

All notices required to be given shall be in writing and addressed as follows:

If to the College:	If to the HPD:	If to the WCSO:
Hagerstown Community College	Hagerstown Police Dept.	Washington Co. Sheriff's Office
11400 Robinwood Drive	50 N. Burhans Blvd.	500 Western MD Parkway
Hagerstown, Maryland 21742	Hagerstown, Maryland 21740	Hagerstwon, MD 21740
Attn: President Klauber	Attn: Chief Kifer	Attn: Sheriff Mullendore

In witness whereof, the parties hereto have caused this memorandum of understanding to be effective as of day and year first written above.

HAGERSTOWN COMMUNITY COLLEGE

Dr. James Klauber
President

CITY OF HAGERSTOWN
HAGERSTOWN POLICE DEPARTMENT

Robert E. Bruchey, II
Mayor

WASHINGTON COUNTY SHERIFF'S OFFICE

Douglas Mullendore
Sheriff

BOARD OF COUNTY COMMISSIONERS

Terry L. Baker
President

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Resolution: Authorizing a Financial Incentive Agreement between the City of Hagerstown, Maryland and 339 Antietam, LLC.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:
I hereby move for Mayor & Council approval of a resolution authorizing the City to enter into a financial incentive agreement with 339 Antietam LLC in connection with its renovation project at 28 E Baltimore St. to be paid for from the General Fund Economic Incentives line item.

Action Dates:
DATE OF INTRODUCTION: 11/27/2018
DATE OF PASSAGE: 11/27/2018
EFFECTIVE DATE: 11/27/2018

ATTACHMENTS:

File Name	Description
MasseyFIAPacket112718.pdf	Motion & Resolution Massey FIA

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **November 27, 2018**

TOPIC: **Approval of Resolution:** Authorizing a Financial Incentive Agreement between the City of Hagerstown, Maryland and 339 Antietam, LLC.

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	X
Other	____

MOTION: I hereby move for Mayor & Council approval of a resolution authorizing the City to enter into a financial incentive agreement with 339 Antietam LLC in connection with its renovation project at 28 E Baltimore St. to be paid for from the General Fund Economic Incentives line item.

DATE OF INTRODUCTION: 11/27/2018
DATE OF PASSAGE: 11/27/2018
EFFECTIVE DATE: 11/27/2018

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE A FINANCIAL INCENTIVE AGREEMENT WITH 339 ANTIETAM, LLC

RECITALS

WHEREAS, 339 Antietam, LLC, a Maryland limited liability company ("Developer") owns improved real property located at 28-48 West Baltimore Street, Hagerstown ("the Property"); and

WHEREAS, the City desires to encourage the redevelopment and improvement of the building and grounds located at the Property; and

WHEREAS, the Developer intends to perform certain infrastructure improvements to the water vault and meter, make improvements to the parking lot and to re-locate the driveway, with said driveway to extend over its property from Baltimore Street to the Washington County Free Library ("the Project");

WHEREAS, the City, in reliance upon the obligations undertaken herein by the Developer, has agreed to provide a monetary incentive to the Developer to assist with the Project;

WHEREAS, attached hereto and incorporated herein is a Financial Incentive Agreement by and between the City and Developer, by which the City shall make a grant payment to the Developer in an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00) to be applied to the actual costs of design and construction of the Project. Payment of the grant will be made within thirty (30) days after Developer has furnished to the City receipts showing the expenditure of the $30,000 by the Developer; and

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

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

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the Mayor be and is hereby authorized to execute and deliver the attached Financial Incentive Agreement between the City of Hagerstown and 339 Antietam, LLC, and City Staff may execute such other and further instruments as may be required to effectuate the intent of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler
City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 27, 2018
Date of Passage: November 27, 2018
Effective Date: November 27, 2018

PREPARED BY:
SALVATORE & MORTON,
CITY ATTORNEY

FINANCIAL INCENTIVE AGREEMENT
by and between the City of Hagerstown, Maryland, and 339 Antietam, LLC.

THIS AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2018 by and between the **CITY OF HAGERSTOWN, MARYLAND**, and **339 Antietam, LLC, a limited liability company under the Laws of Maryland.**

RECITALS

339 Antietam, LLC (hereinafter "339 Antietam") intends to improve a property owned by it and located at 28-48 West Baltimore Street in Hagerstown, Maryland, perform certain infrastructure improvements to the water vault and meter and to re-locate the driveway, with said driveway to extend over its property from Baltimore Street to the Washington County Free Library, and make improvements to the parking lot as set forth on the drawing attached hereto as Exhibit 1 (collectively, said improvements as referred to hereinafter as "the Project"); and

The City, in reliance upon the obligations undertaken herein by 339 ANTIETAM, has agreed to provide a monetary incentive to 339 ANTIETAM to assist with the Project;

Now, therefore, for and in consideration of the incentives and guaranty hereinafter provided and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the City of Hagerstown and 339 ANTIETAM do contract and agree as follows:

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

A. Incentive Package: A grant to offset the costs of professional design and construction of the Project not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00) from the City to 339 ANTIETAM, repayment of which shall be deferred and ultimately forgiven upon the satisfaction of the requirements contained herein.

B. Clawback: All previously or future given monies or benefits from the City of Hagerstown provided to 339 ANTIETAM pursuant to this Agreement which will be paid back by 339 ANTIETAM due to non-performance of the requirements hereof.

.

2. **Incentive Package.**
The City of Hagerstown and 339 ANTIETAM agree that the incentive contemplated herein shall be governed by the following provisions:

A. Subject to the requirements of this provision 2, the City shall make a grant payment to 339 ANTIETAM in an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00) to be applied to the actual costs of design and construction of the Project. The Project must be completed by December 31, 2019, and 339 ANTIETAM shall provide to the City receipts, satisfactory to the City, showing the expenditure of $30,000 for design and construction costs on the Project. Payment of the grant will be made within thirty (30) days of receipt of satisfactory receipts showing the Project costs. No repayment of said grant shall be required except as outlined in provision 2.B. hereof.

B. In the event that 339 ANTIETAM:

► files for bankruptcy or receivership (voluntary or involuntary);

the City may clawback the incentive payment made from 339 ANTIETAM as indicated herein:

3. **Default.**
In the event of a default by 339 ANTIETAM of any term, provision or condition of this Agreement, the City shall be permitted to:

A. Pursue any other rights at law or in equity, including but not limited to the right to recover consequential damages resulting from 339 ANTIETAM's default.

In any action brought by or against the City in the interpretation or enforcement of this Agreement, 339 ANTIETAM, in addition to all other damages, shall pay the reasonable attorney's fees incurred by the City in such action, together with the City's litigation expenses and court costs. This provision shall apply regardless of whether the City is represented in such proceedings by an attorney employed by the City.

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

To the Developer:
339 Antietam, LLC
Mr. Lloyd Thoburn, Managing Member
14324 Asheleigh Greene Road

Boyds, MD 20841

To the City at:
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740

5. **Laws of Maryland.** This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. The parties hereby consent to the exclusive jurisdiction and venue of the Maryland State Courts located in Washington County, Maryland for the litigation of any issue arising hereunder.

6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.

7. **Entire Agreement: Modification.** This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the parties.

8. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

9. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

10. **Survival**. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

11. **Counterparts/Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy or electronic copy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

12. **Assignment.** This Agreement may not be assigned by any party without the express written consent of the other party.

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

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

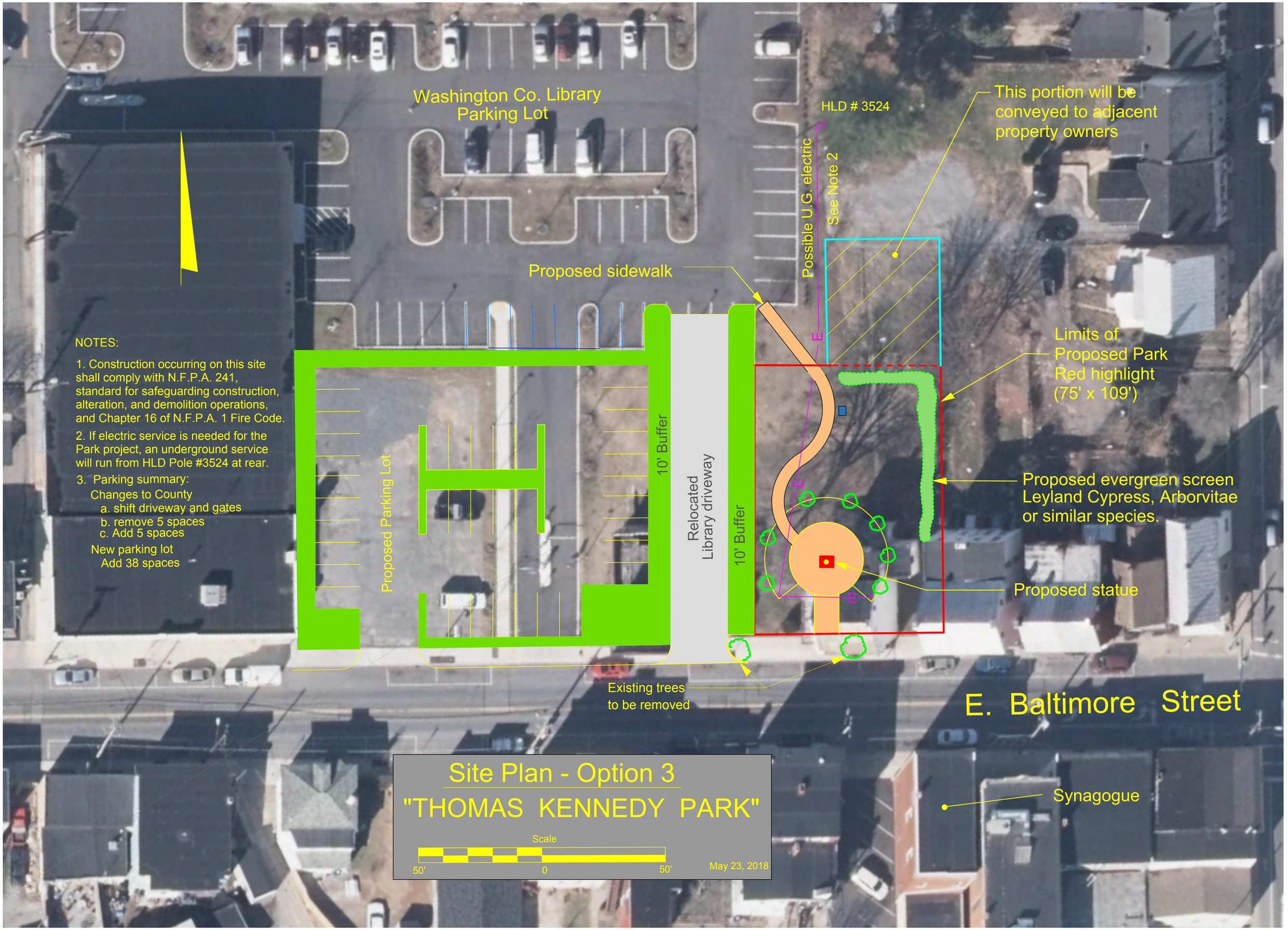
WITNESS: **339 ANTIETAM, LLC**

_____ BY:_____(SEAL)
Lloyd Thoburn, Managing Member

ATTEST: **CITY OF HAGERSTOWN, MARYLAND**

_____ BY:_____(SEAL)
Donna K. Spickler, City Clerk Robert E. Bruchey, II, Mayor

EXHIBIT 1


Washington Co. Library
Parking Lot
HLD # 3524
Possible U.G. electric
See Note 2
This portion will be conveyed to adjacent property owners
Proposed sidewalk
Limits of Proposed Park Red highlight (75' x 109')
NOTES:
1. Construction occurring on this site shall comply with N.F.P.A. 241, standard for safeguarding construction, alteration, and demolition operations, and Chapter 16 of N.F.P.A. 1 Fire Code.
2. If electric service is needed for the Park project, an underground service will run from HLD Pole #3524 at rear.
3. Parking summary:
Changes to County
a. shift driveway and gates
b. remove 5 spaces
c. Add 5 spaces
New parking lot
Add 38 spaces
Proposed Parking Lot
10' Buffer
Relocated Library driveway
10' Buffer
Proposed evergreen screen Leyland Cypress, Arborvitae or similar species.
Proposed statue
Existing trees to be removed
E. Baltimore Street
Synagogue
Site Plan - Option 3
"THOMAS KENNEDY PARK"
Scale
50'
0
50'
May 23, 2018

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Noise Ordinance Exemption – Krumpe's Donut Drop

Mayor and City Council Action Required:
City staff request Mayor and City Council approval for HighRock's Krumpe's Donut Drop fireworks display to be exempted from the City's noise ordinance under section 155-5 of the City Code of Hagerstown.

Discussion:
HighRock will present the 2019 Middletown Valley Bank Krumpe's Donut Drop on Monday, December 31, 2018 in Public Square. Preparations for this event will begin at 4:00 p.m. and activities will begin at 5:00 p.m. with a children's area located in front of the First Hose Fire Company. The event will continue with various family festivities, free coffee, free hot chocolate, free popcorn, and Krumpe's donuts. The official donut drop will begin at 6:59 p.m. and feature a fireworks display after the donut has been dropped.

Financial Impact:

Recommendation:

Motion:
I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Noise Ordinance under section 155-5 of the Code of the City of Hagerstown for the HighRock Krumpe's Donut Drop on December 31, 2018.

Action Dates:
DATE OF PASSAGE: 11/27/2018

ATTACHMENTS:

File Name	Description
112718_Motion_Memo_Donut_Drop_Noise_Exemption.pdf	Approval of Noise Ordinance Exemption – Krumpe's Donut Drop

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Approval of Noise Ordinance Exemption – HighRock Krumpe's Donut Drop**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	X

MOTION: I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Noise Ordinance under section 155-5 of the Code of the City of Hagerstown for the HighRock Krumpe's Donut Drop on December 31, 2018.

DATE OF PASSAGE: 11/27/2018

CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Kitty Clark, Community Events Coordinator
DATE: November 14, 2018
SUBJECT: Noise Ordinance Exemption – HighRock Krumpe's Donut Drop

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Staff will attend the preliminary agenda review during the November 20, 2018 Work Session to answer any questions regarding a request for an exemption to the City's noise ordinance under §155-5 of the City Code. The exemption request is for a fireworks display taking place as part of Middletown Valley Bank Krumpe's Donut Drop, an event organized by HighRock.

Background:

HighRock will present the 2019 Middletown Valley Bank Krumpe's Donut Drop on Monday, December 31, 2018 in Public Square. Preparations for this event will begin at 4:00 p.m. and activities will begin at 5:00 p.m. with a children's area located in front of the First Hose Fire Company. The event will continue with various family festivities, free coffee, free hot chocolate, free popcorn, and Krumpe's donuts. The official donut drop will begin at 6:59 p.m. and feature a fireworks display after the donut has been dropped.

Mayor and City Council Action Requested:

City staff request Mayor and City Council approval for HighRock's Krumpe's Donut Drop fireworks display to be exempted from the City's noise ordinance under section 155-5 of the City Code of Hagerstown.

c: Jill Thompson, Director of Community and Economic Development
Melissa Fountain, Director of Events – HighRock

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Disparate Funding Agreement for JAG Grant FY2017

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Memo_-_HPD_Disparate_Funding_Agreement.pdf	Disparate Funding

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

October 16, 2018

To: Valerie Means,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Ref: "Disparate Funding" Agreement

We are requesting Mayor and Council approval for a "disparate funding" agreement which is required for a JAG grant that we were approved and received.

The Washington County Sheriff's Office and the Hagerstown Police Department received funding for crime reduction initiatives / efforts under the Local Edward Byrne Memorial Justice Assistance (JAG) Grant. Due to the fact that Washington County has been certified as a "disparate jurisdiction" by the Department of Justice this year, Hagerstown Police Department is required to facilitate their portion of the funding through our BJAG grant. The County and the City shall accept the amounts of $12,563.00 for Washington County and $21,098.00 for the City as allocated under the Local JAG award for FY 2017.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Amendment of the City's Water & Wastewater Policy

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:
November 13 - discussion
November 27 - approval

ATTACHMENTS:

File Name	Description
M_CC_packet_Amendment_to_W_W_Policy_11_27_2018.pdf	Amendment to City's Water & Wastewater Policy

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **November 27, 2018**

TOPIC: **Amendment of the City's Water and Wastewater Policy**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☐
Other	■

MOTION: I hereby move that the Mayor and City Council approve the attached amended City of Hagerstown Water and Wastewater Policy. This amendment adds a tenth exception for connection of City water to essential public services provided by a government body. Under this exception, the County Commissioners or other affected government agency must provide a recommendation for award of the exception for an essential public service and the Utilities Director must provide a recommendation as to whether the water system can meet the average day, peak day, and fire flow requirements for each request for service. If water system upgrades are required to meet average day, peak day, and/or fire flow, all cost for upgrades will be the responsibility of the agency requesting service, as approved by the City Utilities Department. For requests outside the County-designated Urban Growth Area or outside Priority Funding Areas, the request for service must first receive approval from the administrative authority of the County Water & Sewer Plan.

DATE OF PASSAGE: 11/27/18
EFFECTIVE DATE: 11/27/18

City of Hagerstown
Water and Wastewater Policy
Adopted: February 24, 2004
Amended: July 29, 2008, September 22, 2009, October 11, 2016, May 23, 2017
Amended: November 27, 2018

The City of Hagerstown will not extend or expand water or wastewater services beyond the Hagerstown Medium-Range Growth Area or the Hagerstown Long-Range Growth Area as defined in the City's Annexation Policy, and shall not allow new connections to the existing lines located outside the Hagerstown Medium-Range Growth Area or Long-Range Growth Area. Reference: City of Hagerstown's ~~2008~~ Comprehensive Plan, *visionHagerstown 2035*, Policy 4-4. The following ~~nine~~ ten exceptions may be granted:

1. **Condemnation or Impending Failure of an Existing Private Water or Septic System.** The governing health authority has provided a request with documentation or certification to the Utilities Department that, to obtain a water or wastewater service connection, the existing private water or wastewater system for an existing dwelling or nonresidential building has been condemned, or has impending failure, and a reasonable alternate system is otherwise not available. Service approved by the Utilities Department using this exception is contingent upon acceptance and signing of a service contract by the owner providing for the allocation of costs of extending and maintaining the service to the property and that such service shall be subject to all applicable policies, procedures and practices. Reference: City of Hagerstown's ~~2008~~ Comprehensive Plan, visionHagerstown 2035, Policy 4-4.

2. **System Improvement.** Upon the recommendation of the Director of Utilities to, and approval by, the Mayor and Council, a system extension would provide a vital improvement or enhancement to the operation or efficiency of the water and/or wastewater system.

3. **Connection to an Existing Lot of Record for a Single-Family or Two-Family Dwelling.** Service approval by the Utilities Department is contingent upon the following: (a) outside the Long-Range Growth Area, lot was an existing lot of record prior to February 24, 2004; (b) between the Medium-Range Growth Area and Long-Range Growth Area boundaries, lot was an existing lot of record prior to April 22, 2008; (c) lot is contiguous to a right-of-way containing a City water or wastewater line that was in existence at the time the property became a lot of record. Any exception the Utilities Department may determine is warranted will be given with the following limitations and conditions: (a) the maximum allocation shall not exceed two hundred (200) gallons per day for one dwelling unit, or 400 gpd for a two-family dwelling if allowed by County zoning and if it does not involve a subdivision; and b) service is contingent upon acceptance and signing of a service contract by the owner providing for the allocation of costs of extending and maintaining the service to the property and that such service shall be subject to all applicable policies, procedures and practices.

4. **Redevelopment of a Property Containing an Existing Customer.** Service approval by the Utilities Department using this exception is contingent upon there being no addition

of land area to the existing lot(s) of record containing the existing customer(s) and there being no increase in the existing allocation as a result of the redevelopment.

5. **Pre-existing Water or Wastewater Agreement.** Service approval by the Utilities Department using this exception is contingent upon a water or wastewater agreement having been in place prior to July 29, 2008, which guaranteed water or wastewater service to this property as a condition of the construction and/or provision of land for the construction of the water or wastewater line at issue.

6. **Economic Development Project.** Service approval using this exception is contingent upon recommendation of the County Commissioners, the City and County Economic Development Directors, and the City Director of Utilities to, and approval by, the Mayor and Council, for a vital economic development project located in a targeted area for industrial and/or non-retail commercial development.

7. **Pre-Annexation Agreement.** Service approval by the Utilities Department using this exception is contingent upon a pre-annexation agreement having been approved by the Planning and Code Administration Division and recorded in the County Courthouse prior to April 22, 2008.

8. **Affordable Housing Project.** Service approval using this exception is contingent upon recommendation of the County Commissioners, the City Administrator or designee, the County Administrator or designee, and the City Director of Utilities to, and approval by, the Mayor and City Council, for an affordable housing project restricted to households with annual incomes up to 80% of AMI (Area Median Income) and located in close proximity to economic development target areas and adjacent to development served by City water and/or wastewater.

9. **Connection to a Proposed New Lot of Record or Existing Lot of Record for a new SFR or DUP when well testing failed to gain approval of the Health Department due to GWUDI issues.** GWUDI is groundwater under direct influence of surface water and it is present in areas of the Hagerstown Valley due to the karst geological formations. A sensitive area where such conditions have been documented to occur has been designated by the Health Department on the northwest side of Hagerstown – an area bounded by I-81, US40, proximity to the Greencastle Pike, and at the Pennsylvania border. Service approval by the Utilities Department is contingent upon the following: (a) The Health Department has provided a request with documentation to the Planning and Utilities Departments that the new well for the proposed new lot or existing lot of record does not meet the minimum criteria for drinking water requirements and the well cannot be approved by the Health Department; (b) Health Department's analytical results are consistent with COMAR and this analysis identifies contaminants which are precluded from treatment in new wells per State law; (c) the proposed lot or existing lot is contiguous to a right-of-way containing a City water line; (d) any extension of existing water infrastructure is the responsibility of the landowner requesting service and all required improvements to the water infrastructure shall be in conformance with City Water and Wastewater Standards and Specification. The Utilities Director may approve up to three requests per year for this exception. Requests shall be taken on a first come,

first served basis each calendar year. Requests for service under this exception which would create a new lot for development outside the County Urban Growth Area must first receive the approval of the administrative authority of the County Water & Sewer Plan.

10. **Facility for an Essential Public Service**. A facility necessary for the public services provided by a government body whose geographic location is determined by the government as the best placement to serve the needs of local communities or to access the resources necessary to serve the public. Service approval using this exception is contingent upon recommendation of the County Commissioners or other affected government agency, and the City Director of Utilities to, and approval by, the Mayor and Council. Recommendation to the Mayor and Council for approval by the Director of Utilities will be contingent upon ensuring the water system can meet the average day, peak day, and fire flow requirements for each request for service. If water system upgrades are required to meet average day, peak day, and/or fire flow, all cost for upgrades will be the responsibility of the agency requesting service, as approval by City Utilities Department. Because such requests may occur for land outside the County designated Urban Growth Area and outside Priority Funding Areas, the request for service must first receive the approval of the administrative authority of the County Water & Sewer Plan.

The granting of exceptions one through five and eight ~~and nine~~ through ten above is contingent upon the property owner submitting a pre-annexation agreement to the City of Hagerstown that offers the property for annexation at such time as the corporate boundaries of the City reach the property and the Mayor and City Council determines annexation to be advantageous to the City of Hagerstown. For exception number six above, this pre-annexation agreement requirement may be subject to negotiation between the City of Hagerstown and Washington County.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Mayor and City Council Goals and Priorities for 2018 through 2020

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Mayor_and_Council.pdf	Goals and Priorities

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 27, 2018

TOPIC: **Approval of Mayor and City Council Goals and Priorities for 2018 through 2020**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for Mayor and Council approval of the attached Goals and Priorities for 2018 through 2020. The Goals and Priorities outline the Mayor and Council's Vision and Mission for Hagerstown along with the Goals and Objectives that will guide the City's current and future focus and work plan through this administration. The Goals and Priorities will be reviewed on a regular basis and possibly updated by consensus of the Mayor and City Council.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: 11/27/2018
EFFECTIVE DATE: 11/27/2018

Mayor and Council's Goals and Priorities 2018 –2020

VISION: **The City of Hagerstown will promote a diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods.**

MISSION: **The City of Hagerstown shall be the model provider of the most efficient and highest quality customer services to be known as the municipal location of choice for all.**

CORE VALUES:

Health, public safety and welfare; Government transparency; providing the highest quality customer service for internal and external customers ; creative, progressive Government; neighborhood protection; excellence and continuous improvement; partnerships and stakeholder feedback; Budget Stabilization; Reversing negative image perception by controlling image management.

GOALS AND PRIORITIES:

NEIGHBORHOODS REVITALIZATION & SUSTAINABILTY

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

- Create a Strategic Demolition Plan with funding model.
- Identify and prioritize blighted structures and rehabilitation of these parcels to allow placement back on the real property tax roll.
- Sustaining and improving Planning, Code and Zoning policies and laws for continued neighborhood protections.
- Promote neighborhood-based services and citizen engagement by defining neighborhood boundaries and identities and also by expanding Neighborhoods 1st programming.
- Continue to improve conditions in neighborhoods by working with owners, tenants and investors utilizing the Rental Facilities and Vacant Structures programs.

PUBLIC SAFETY

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

- Within budget support the manpower and capital needs of the City Police, Fire, Code and Public Works Departments.
- Focus attention and resources to Retention and Recruitment in the Police Department.
- Sustain a focus for the City Fire System and the all hazards mission.
- Work with State delegation and community stakeholders to develop legislation and programs to address gangs, violence, drug activity and juvenile crimes.
- Continue focus on the opioid epidemic through partnering with community stakeholders and through the continuing opioid litigation.

PUBLIC FACILITIES AND INFRASTRUCTURE

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

- Planning for construction of a third parking deck in the Urban Improvement Project area and incorporate new technologies that provide and promote a more customer-oriented parking experience throughout the City owned parking facilities and lots.
- Implementation of Stormwater Management Plan and possible fee structure to abide by the new National Pollutant Discharge Elimination System (NPDES) permit regulations.
- Support current improvement plan to the Breichner Water Plant, Edgemont Reservoir and surrounding watershed properties.
- Using the data from an updated street Pavement Condition Survey, make future pavement maintenance decisions and continue to seek restored funding of Highway User Revenue.

Mayor and Council's Goals and Priorities 2018 –2020

ECONOMIC DEVELOPMENT

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

- Implement the Community's City Center Plan to promote economic development and strong neighborhoods in our core concentrating resources on the following catalyst projects
  - **Catalyst Project #1** - Select a developer to construct new Class-A offices on the Central Parking Lot.
  - **Catalyst Project #2** - Work with public and private partners to support the expansion of Maryland Theatre programming and facilities.
  - **Catalyst Project #3** - Work in support of USMH to expand academic program offerings and facilities, including student housing.
  - **Catalyst Project #5** - Construct a multi-use trail linking the Arts & Entertainment District with City Park and the WCMFA.
  - **Catalyst Project #6:** Expanded Downtown Arts/Events Programming
  - **Catalyst Project #8:** Expanded and Targeted Home Ownership Support

- Explore creation of a City Economic Development Board.
- Continued support of the partners of the Urban Improvement Project including the City's focus on the Plaza portion
- Review of Pre-annexation agreements and continue to explore new possibilities for annexation opportunities.
- Continued marketing of City owned properties to the private sector and attracting tenants to available space in City-owned property and managing lease agreements and lease renewals.
- Business Retention, Expansion and Attraction. Work with existing and prospective businesses and investors to retain, expand and attract jobs and investment in Hagerstown.
- Continued administration of incentive programs including the new Invest Hagerstown Grant.

BUDGET STABILIZATION

The City of Hagerstown will strive for continuous improvement of fiscally responsible decision making on both sides of the Budget equation.

- Study the possibility of City wide Payment in Lieu of taxes (PILOTS) for real property exempt parcels.
- Grow assessable base (see Neighborhood Revitalization & Sustainability).
- Promote improvements to the State tax assessment and appeals process.
- Continue to strive for the most efficient management of departmental resources and expense controls.
- Evaluate the future structure and delivery of City services within the availability of our community's financial resources and in response to the needs of Hagerstown's citizens and businesses.
- Continued review of Fiscal policies and make recommendations for any changes.
- Continue work on the new Utility Rate structures for Water, Wastewater and Electric.

PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING

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

- Construct a Splash Pad ideally along the Hagerstown Cultural Trail.
- Continue to develop and expand programs through the Parks & Recreation Division to increase active, healthy living for our citizens.
- Continue to develop programs that add public art throughout City neighborhoods, parks and public gathering places on an annual basis.

Mayor and Council's Goals and Priorities 2018 –2020

INNOVATIVE / PROGRESSIVE GOVERNMENT

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

- Full Service / 24 hour access to City services through implementation of a customer kiosk in the Downtown area.
- Automated Pay-by-Phone. Since our phone system and financial software do not support this ability at this time, explore the requirements and costs of this enhancement.
- Provide ability for application for all types of City permits online, 24x7 access.
- Charter and City Code amendment review. (Possible creation of Ad-Hoc committee).
- High focus on Customer Service innovations to enhance the customer service experience.
- Human Resource technology focus on ways to automate or streamline routine tasks in order to shift time and staff resources from transactional administrative work to more strategic focuses including employee and other possible surveys.

COMMUNITY PROMOTION / PRIDE

The City of Hagerstown will take the lead in improving our Community Image by releasing factual, timely and transparent messaging.

- Creation of an Image/Marketing Plan with creation of creative hash tag identifier.
- Taking image management and enhancement messaging outside of Hagerstown and Washington County.
- Utilize all means of media outlets and partners to promote our messaging including our own studio and help of organizations such as MML, trade shows, professional conferences, Chamber etc.

ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM

The City of Hagerstown will be creative and diversify opportunities for Economic Development through nontraditional means.

- Indoor Sportsplex RFP.
- Multi-use Stadium Complex Study through the MD Stadium Authority.
- Research other opportunities for sport tourism.

CITIZEN-BASED GOVERNMENT

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

- Promote awareness and understanding of the City's finances through accessible and easy-to-use data presentations.
- Grow the Hagerstown Strong Program - a volunteer outreach group pairing volunteers with government staff.
- Continue to support the Main Street Program and those volunteer groups.
- Grow a foundation of active and engaged residents to serve on various City boards and commissions.
- Improve access to City website information for mobile device users.
- Promote engagement of Youth in Local Government.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Motion to Renew City-Wide Mowing Contract: 3/15/19 - 12/15/19

Mayor and City Council Action Required:
Renewal of City-Wide Mowing Contract - Servtec Custodial, Inc. (Hagerstown, MD) and East Coast Landscaping (Clear Spring, MD) $111,057.40

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_for_City_Wide_Mowing_Contract__-_contract_extension_#1.pdf	Motion City Wide 2019 Mowing Contract

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **November 27, 2018**

TOPIC: **Approval to Renew City-Wide Mowing Contract: 3/15/19-12/15/19**

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other ____X___

MOTION:
I hearby move for the Mayor and Council to authorize and approve the renewal of the City-Wide Mowing Contract for the contract term of March 15, 2019 through December 15, 2019. This is year one (1) of two (2) optional one-year renewals. The total contract amount is $111,057.40.

Department Name	Contractor Name	Department Total
Light Division	Servtec Custodial, Inc.	$7,245.00
Parks Division	Servtec Custodial, Inc.	$79,089.00
Water Division	East Coast Landscaping	$16,950.00
Water Division Contingent Items (locations WC3 and WC10)	East Coast Landscaping	$5,625.00
CDBG Homeownership Properties	Servtec Custodial, Inc.	$2,148.40
	Grand Total	**$111,057.40**

DATE OF INTRODUCTION: 11/27/18
DATE OF PASSAGE: 11/27/18
EFFECTIVE DATE: 11/27/18