

Mayor and Council Executive Session and Work Session October 8, 2019 Agenda

"The City of Hagerstown will promote a diverse, business-friendly, and sustainable community with clean, safe, and strong neighborhoods."

"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"

"Determine that the thing can and shall be done, and then we shall find the way." - Abraham Lincoln

2:00 PM Site Visit at Fairgrounds Park Entrance Building with the Maryland Historical Trust

EXECUTIVE SESSION

3:00 PM 1. Executive Session

4:00 PM WORK SESSION

1. Proclamation: Fire Prevention Month
- 4:05 PM** 2. Local Government Insurance Trust (LGIT) Training Grant Award to Hagerstown Police Department – *Tim Ailsworth, Executive Director*
- 4:20 PM** 3. Maryland Theatre Pre-Grand Opening Update – *Benito Vattelana, President, and Jessica Green, Executive Director, Maryland Theatre*
- 4:35 PM** 4. Community Coalition Partnership - *Paul Frey, CEO/Washington County Chamber of Commerce*
- 4:45 PM** 5. Fairgrounds Park Entrance Building and Gatekeeper's House – *Rodney Tissue, City Engineer*
- 5:00 PM** 6. 2019 Hagerstown Ice & Sports Complex Annual Report – *Rodney Tissue, City Engineer*
- 5:15 PM** 7. FY21 Preliminary Budget for General Fund Agency Contributions – *Michelle Hepburn, Director of Finance*
- 5:30 PM** 8. Code Requirements for Obstructing Public Sidewalks – *Kathleen Maher, Director of Planning & Code Administration*
- 5:40 PM** 9. Discussion on Legislative Priorities for 2020 Session – *Mayor and City Council*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

Site Visit at Fairgrounds Park Entrance Building with the Maryland Historical Trust

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Executive Session

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
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HAGERSTOWN, MARYLAND**

Topic:

Proclamation: Fire Prevention Month

Mayor and City Council Action Required:

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Financial Impact:

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Motion:

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

Topic:

Local Government Insurance Trust (LGIT) Training Grant Award to Hagerstown Police Department – *Tim Ailsworth, Executive Director*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Maryland Theatre Pre-Grand Opening Update – *Benito Vattelana, President, and Jessica Green, Executive Director, Maryland Theatre*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Community Coalition Partnership - *Paul Frey, CEO/Washington County Chamber of Commerce*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Community_Coalition_Partnership.pdf

Description

Memo and Request



CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council Members
Scott Nicewarner, City Administrator

FROM: Donna K. Spickler, City Clerk

SUBJECT: Community Coalition Partnership

DATE: October 3, 2019

Paul Frey, CEO/President of the Washington County Chamber of Commerce, will be present during the October 8, 2019 Work Session to request the City of Hagerstown's continued participation in the Community Coalition.

The Coalition's request is attached.

Please let me know if you have any questions.

Thank you.





- Washington County Government
- City of Hagerstown
- Washington Co. Free Library
- Hagerstown Community College
- Town of Williamsport
- The Greater Hagerstown Committee, Inc.
- Washington Co. Chamber of Commerce
- Visit Hagerstown (Local Convention & Visitor's Bureau)
- CHIEF (Hagerstown-Washington Co. Industrial Foundation)

Washington County Community Coalition

Lobbyist: John Favazza, Esquire Mannis Canning & Associates 410.263.7882 jfavazza@maniscanning.com

September 9, 2019

Mr. Scott Nicewarner
City Administrator
The City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Dear Scott:

As a founding member of The Washington County Community Coalition, it is time once again to invite the City of Hagerstown to participate in our lobbying efforts in Annapolis. Since 2005, a number of dedicated community stakeholders have joined together to advance Washington County's interests at the state level, including the CVB, the Washington County Free Library, Washington County Government, the City of Hagerstown, the Greater Hagerstown Committee, Hagerstown Community College, CHIEF, the Town of Williamsport, and the Chamber of Commerce.

As our community continues to change and grow, the Coalition partners see the need to supplement the work of our Delegation and help promote Washington County in Annapolis. Over the last 15 years we've seen the value of a concerted effort to speak with one voice and be heard alongside larger, more urban areas. As a result, the Coalition's efforts have elevated our stature and helped build State support for the issues you as stakeholders bring to the table.

As in the past, the Coalition will hire a lobbyist to push our state-level agenda during the 2020 General Assembly session. In addition, we will be organizing our "Day in Annapolis" on Wednesday, January 29, 2020, where members flock to Annapolis to meet with our state decision makers to talk about our community and issues of concern. The day will conclude with a Washington County: "We Mean Business" reception, highlighting the strengths of our region and the value we bring to Maryland. The program will also keep partners posted on issues of concern throughout the year, serving as an "early warning system" for anything in Annapolis that may affect Hagerstown or Washington County.

The lobbying process starts in the summer when the Coalition partners decide on the list of community priorities; we appreciated your willingness to join us in crafting that agenda. Again this year, we will ask the partners to participate financially, and the Chamber will manage the program. The Coalition is asking the City of Hagerstown to contribute \$5,000, as it did last year.

Working together, we leverage our collective voice and strengthen our case with decision makers. We hope that you will consider our invitation to participate in the Coalition and that you will work with us to include the County's priorities in the overall legislative agenda. If you have any questions please do not hesitate to contact me.

Sincerely,

Paul Frey, IOM
Managing Partner

*Scott,
please let me know
how to proceed
from here. Paul*

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

Topic:

Fairgrounds Park Entrance Building and Gatekeeper's House – *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Fairgrounds_Park_Entrance_Building_and_Gatekeepers_House.pdf	Fairgrounds Park Entrance Building Memo
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CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 8, 2019

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Ros*
RE: **Fairgrounds Park Entrance Building and Gatekeepers House**

Per the direction from City Council at our August 20, 2019 meeting, we have arranged for Dr. Charlotte Lake, the Capital Grant & Loan Program Administrator for Maryland Historic Trust to meet with us at 2:00 pm on Tuesday, October 8, 2019 at the entrance building. Council can ask her direct questions regarding this structure and see first-hand the deterioration and structural condition.

Based on that feedback, I understand that later during the work session, we will discuss what direction we will go with this structure. We will need to decide if we will accept the \$60,000 grant.

Attached is a memo for background information.

c: Mark Haddock



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 20, 2019

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Ron*
RE: **Fairgrounds Park Entrance Building and Gatekeepers House**

1. History:

Please refer to the attached October 2017 memo for the history of this issue.

Last September, Council directed staff to apply for a Maryland Historic Trust (MHT) "*Capital Historic Preservation Grant*" to address the numerous issues with this unused structure. Staff was successful in obtaining a \$60,000 grant and the City's FY20 budget, CIP #626, provides for a \$75,000 in City general funds to meet the required match..

2. Mayor and Council Action Requested:

Review the Grant Agreement requirements and pass a resolution to accept the grant.

3. Current Structure Issues:

The 5/15/17 MHT inspection letter identified the following issues with the buildings including: roof integrity; roof failure between buildings; windows shifting, rotting, and vandalized; cornice water damage; front columns rusting; siding holes and inappropriate siding used in past; exterior paint; hole in wall caused by drainage; chimneys failing; crumbling concrete; and general interior vandalism. Addressing these issues would NOT make the buildings habitable as the buildings have no interior systems (HVAC, plumbing, electric) and the entrance building is structurally substandard.

With this MHT grant and our matching funds, we can meet our obligation to keep the structure, maintain an acceptable appearance and address the MHT easement inspection concerns. We will need to prepare plans and bid the work out but we would estimate these limited funds could be spent on these priority items:

- | | |
|---|----------|
| • Reconstruct roof and wall between buildings | \$35,000 |
| • Entrance Building siding repairs | \$10,000 |
| • Repaint exterior of both structures | \$30,000 |
| • Replacing rotted/broken windows, repairing rotten cornice,
replace siding that doesn't match rest of structure,
repairing crumbling concrete, | \$60,000 |

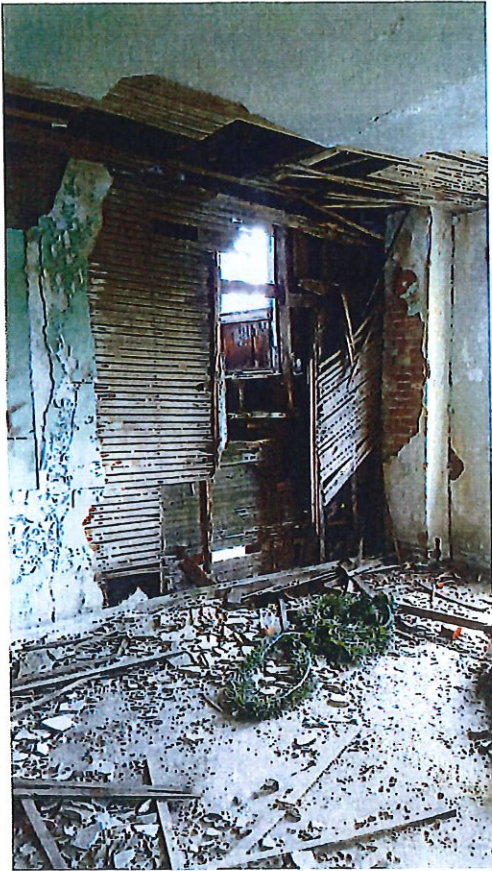
The structure would remain uninhabitable and much of the same work will need to be repeated in 15-20 years.

Staff will be present at the next work session to answer any questions the Mayor and Council may have on this matter.

Attachment: 10/17/17 memo
MHT Grant Agreement
Pictures of building condition

RAT:jj

c: Mark Haddock
Kathy Maher
Michelle Hepburn



Failure between Buildings



NE Corner water damage



Front Face of Entrance Building

CAPITAL IMPROVEMENT PROGRAM

FY '20 *thru* FY '24

City of Hagerstown, Maryland

Project # 45-C0626

Project Name Fairgrounds Park Improvements

Type Improvement

Department Parks

Useful Life 15 - 25 years

Contact Tissue

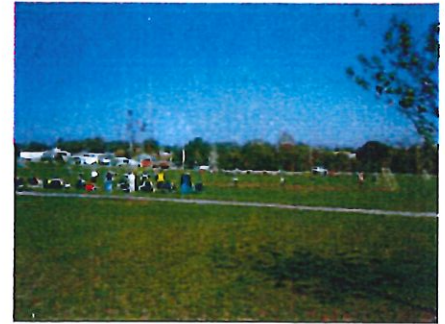
Category Infrastructure-Streets

Priority Planned Improvement

Location: Fairground Park

Year Submitted: 2004

Status Active



Description

Maintenance and Improvements to various items in the park per the following schedule:

FY20: Entrance Building Stabilization (\$150,000)

FY21: Stable Roof (\$10,000)

FY22: BMX Lights (\$40,000)

FY24: Parking Improvements, lot below BMX track (\$250,000)

Justification

Stable roofs are failing in storms, recommend systematic approach to replace.

The Comprehensive Plan recommends continuation of Livable City initiatives that bring design continuity to City neighborhoods by focusing on improved park amenities.

Budget Impact/Other

Expenditures	FY '20	FY '21	FY '22	FY '23	FY '24	Total
Construction/Maintenance	150,000	10,000	40,000		250,000	450,000
Total	150,000	10,000	40,000		250,000	450,000

Funding Sources	FY '20	FY '21	FY '22	FY '23	FY '24	Total
CIP Fund - GF Fund Balance	75,000					75,000
Grants-State			4,000			4,000
Grants-State MD Historic Trust	75,000					75,000
Grants-State Program Open Space			36,000		175,000	211,000
Transfers to CIP-General Fund		10,000			75,000	85,000
Total	150,000	10,000	40,000		250,000	450,000



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 17, 2017

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Fairgrounds Park Entrance Building and Gatekeepers House

1. History:

In 2002, the City spent about \$144,000 to "mothball" and stabilize the Entrance Building and the Gatekeepers House and the work was funded in large part by a *Preservation Maryland Grant* for \$30,000 and a *Maryland Historic Trust (MHT) Grant* for \$43,122. A condition of the grants was that the City convey a perpetual historic preservation easement on the property to MHT. This requirement in the law is meant to protect the State's investment in historic preservation projects.

The Entrance Building has structural deficiencies that are rooted in the quality of construction when it was first built in the early 20th century. The Entrance Building is in poor condition and is structurally deficient. The back wall can literally be pushed outward on the 2nd floor. The Entrance Building was built against the Gatekeeper's residence which has created significant water penetration issues where they join. The Gatekeeper's residence is basically a late 19th century farmhouse but is structurally sounder. Both buildings are currently vacant and uninhabitable.

Parks staff routinely monitors the structure and repair most exterior vandalism issues; however, the structures are in need of significant maintenance again beyond what staff can allocate resources to. The City received an easement inspection letter from MHT on May 15th and we have examined the associated costs to address the maintenance issues that have arisen in the 15 years since we did the stabilization project. The repair needed identified in the letter are estimated to cost over \$100,000. This expenditure would not make the buildings upgraded to be habitable. In order to be habitable, the buildings would need complete electrical, plumbing, and heating systems plus restrooms in order meet modern code requirements. In addition to all of that, the Entrance Building would need to be structurally rebuilt to be sound enough for occupancy.

2. Mayor and Council Action Requested:

Review the possible options for the structure and provide direction to staff on which option to pursue.

3. Current Structure Issues:

The May 15th MHT inspection letter is attached and some of the issues include: roof integrity; roof failure between buildings; windows shifting, rotting, and vandalized; cornice water damage; front columns rusting; siding holes and inappropriate siding used in past; paint entire structure; hole in wall caused by drainage; chimneys need rebuilt; crumbling concrete; and general interior vandalism. Again, addressing these issues would NOT make the buildings habitable.

4. Options:

Staff explored the following Options and our analysis of each follows:

- a. Restore Structures and Make Habitable: This option is truly “pie in the sky” and would require a major reconstruction, structural improvements and all systems installed. We would estimate this cost at over \$500,000.
- b. Repairs if funded by MHT: This option fulfills our obligation to keep the structure, maintain an acceptable appearance and address the MHT easement inspection concerns. Some of the costs associated with this are estimated as follows:
 - Repair roof and wall between buildings \$22,000
 - Entrance Building: Siding and wall repairs \$10,000
 - Repaint both structures \$25,000
 - Other miscellaneous repairs: \$23,000

Staff would not recommend that we spend City funds on this uninhabitable structure. We recommend that the City apply for an MHT “*Capital Historic Preservation Grant*” to address these issues and continue to do so going forward until we receive a grant award to address the MHT’s inspection issues (the conditions will continue to deteriorate in the meantime). The award cap is \$100,000 per project. The schedule is as follows:

- November 2017: MHT issues ‘intent to apply’ form and make guidelines available on MHT website. Hold workshops for potential applicants.
 - January 2018: ‘Intent to apply’ forms due. Make full application available on MHT website
 - February 15, 2018: Applications due
 - March 2018: Grant awards
- c. Petition to Remove the Entire Structure: The MHT has no authority to rescind the easement in exchange for repayment of past grant funds. The MHT indicated that if the City were to demolish the building without receiving prior approval from MHT, then the City would be in breach of easement. Easement ‘remedies’ in event of breach of easement are *possibly* the following:
 - sue to stop the breach or enforce a covenant by ex parte, temporarily or permanent injunction
 - demand prompt restoration to required condition
 - enter property, cure breach and sue for costs
 - sue for reimbursement of enforcement costs including attorney and court fees.

Maybe as a compromise we could petition to save the house and remove the Entrance Building, but we doubt that would be successful.

We estimate the cost of demolition of both structures to be \$75,000 or less.

Staff will be present at the next work session to answer any questions the Mayor and Council may have on this matter.

Attachment: Pictures
MHT 5/15/2017 letter

RAT:jj

c: Mark Haddock
Kathy Maher

May 15, 2017

Kathleen Maher
Planning Director
City of Hagerstown
1 East Franklin Street, Suite 300
Hagerstown, MD 21740

Re: Fairgrounds Entrance Building/Keeper's Residence, Washington County – Inspection
Maryland Historical Trust Preservation Easement

Dear Ms. Maher,

On February 17, 2017, Michael Day, Kate Bolasky, and I of the Maryland Historical Trust (MHT), conducted an inspection of the Fairgrounds Entrance Building/Keeper's Residence pursuant to Paragraph (F) of the Deed of Easement (Easement), executed on April 5, 2002. I would like to particularly thank Mr. Mark Haddock for facilitating the inspection. I apologize for the delay in this follow up letter. While I found the property to be generally sound, several areas of concern were noted.

I understand that this property is being mothballed while it awaits a full rehabilitation and dedicated use/occupant. The term "mothballing" refers to closing up a building temporarily to protect it from weather as well as secure it from vandalism. Mothballing can be a critical component of preservation, but it is only effective when done correctly. As a reminder, I am enclosing with this letter the National Park Service's *Preservation Brief 31* which contains guidelines for the mothballing process. I thought this information would be helpful to you as many of the concerns I noted during my inspection are reiterated in this publication.

As you are no doubt aware, one of the primary issues impacting the Fairgrounds Entrance Building/Keeper's Residence is the integrity of the roof. Particularly, there is a serious failure of the roofing and/or flashing where the two buildings connect. This leak has already caused the destruction of some interior elements and, if uncorrected, could cause severe structural damage to the building. (Please note that while the Easement does not protect the interior of the structure, the roof is a protected exterior feature.) I suspect there are holes in other areas of the roof as well. The entire roofing system should be systematically assessed to determine the full scope of required repairs and the remaining useful life of the roof. Please submit the Changes/Alterations application (available on our website) to MHT for any roof repairs or replacement for prior review and approval.

Many of the windows are also a source of water penetration into the structure. Much of this issue is caused by the sashes shifting in the frames because they were not properly hung, but rather nailed into place with additional trim pieces. One of the second-floor, rear windows of the Entrance Building is in particularly bad shape. Properly installing the windows will help to protect the interior from moisture penetration and prevent deterioration of the windows themselves. Additionally, the broken panes in the diamond-shaped art glass on the front of the Entrance Building should be replaced. I also noted rotting

sills, frames, and pedimented window heads on the exterior. Where the rot is not very advanced, wood windows can often be repaired by applying a fungicide to the dry wood, waterproofing with boiled linseed oil (two or three applications), filling cracks and holes with putty, then painting the surface. If the rot is so severe that repair is not possible (a determination that the Easement reserves to MHT, not the property owner), any Dutchman repair or replacement must be in-kind, maintaining the exact profile and appearance of the historic detailing. I noted that there is some missing trim in the pedimented window head that will need to be replicated in-kind on one of the first-floor windows on the front of the Keeper's Residence. Please use the Changes/Alterations application to submit any proposed window repairs to MHT for prior review and approval. Also, the exterior of the windows, frames, sills, and surrounds should be scraped and repainted to help prevent future decay.

In addition to the windows, there are other rotting exterior wooden elements of the building. Some of these areas may be repaired with fungicide and wood filler, but replacement may be necessary where the rot is too advanced. I noted some rot in the cornice of both the Entrance Building and the Keeper's Residence. It appears that some of the trim under the modillion band on the front of the Entrance Building has been inappropriately replaced with a piece that does not match the original in profile, material, size, and/or shape. There is also missing trim in the southwest corner of the frieze on the front of the Entrance Building. Again, any replacement of exterior wood trim must exactly match the historic feature.

The columns are also showing signs of rot and the metal cladding covering the lower portion of the columns is beginning to rust. It may be appropriate to have a conservation specialist examine the condition of the columns and recommend appropriate preservation methods.

There is also some significant deterioration of the siding on the Fairgrounds Entrance Building/Keeper's Residence. I noticed holes from this loss of material in the top of the northeast corner of the Entrance Building, on the front façade of the Keeper's Residence at the bottom where the siding connects to the column base and to the upper right of the northern door, and on the rear façade of the Entrance Building in the lower corner next to the southern entrance alcove. These holes are a source of both water penetration and animal infestation. As stated above, any replacement feature, such as wood siding, must match the historic feature in profile, material, size, and shape. Unfortunately, some areas of deteriorated siding have been inappropriately filled with globs of some type of caulking, such as in the alcove at the rear of the Keeper's Residence and on the front of the Keeper's Residence in the corner near the filled in crawl space window. This caulking should be removed and replaced with appropriate wood siding. Once the areas of rot have been repaired, it is critical that the entire exterior of the Fairgrounds Entrance Building/Keeper's Residence is scraped and repainted. Paint is a very important component to exterior wooden features because it acts as a shield against moisture, thereby slowing deterioration of siding, decorative components, and even structural elements. Before applying a new coat of primer and paint, the surface should be cleaned, scraped, and hand sanded. A regular painting regimen will help to preserve the siding and prevent frequent replacement. Similarly, the exterior doors should be repainted in the near future as well.

The hole on the rear façade of the Entrance Building in the lower corner adjacent to the southern entrance alcove was likely caused by inappropriate site drainage, as there is a downspout that empties in this area. All the downspouts of the Fairgrounds Entrance Building/Keeper's Residence should have attached leaders to help direct water runoff away from the building and prevent it from collecting at the foundation. Also, the downspout in the southwest corner of the building is bent.

I noted that there are missing bricks from the top of the southern chimney which should be replaced. It also appeared that all three of the chimneys are suffering from mortar deterioration. They should be repointed in the future with an appropriate mortar that is not too hard for the soft historic bricks. Mortar containing Portland cement is not suitable, due to its hardness, as it causes damages to the bricks

themselves. Please use the Changes/Alterations application to submit any repointing work, including the proposed mortar composition, to MHT for prior review and approval.

There are also several areas of crumbling concrete that will need to be repaired in the future, including the blocks at the bases of the columns and the stairs/retaining wall to the rear of the building. It appears that new concrete has recently been laid on the patio in front of the Entrance Building. Could you please provide me with the date that this work was done? There are also some brick pavers in the alcove to the rear of the Keeper's Residence that have lifted and should be repaired.

I understand that vandalism is a frequent issue at the Fairgrounds Entrance Building/Keeper's Residence and MHT appreciates your continued efforts to prevent the damage that it causes. My cursory view inside the building revealed that vandalism has largely destroyed much of the interior. Given the rate of break-ins at the property, it may be appropriate to consider more secure physical barriers and increased monitoring. Please note that any different physical security methods must receive the prior review and approval of MHT.

On behalf of MHT, I would like to thank you for your continued stewardship of the Fairgrounds Entrance Building/Keeper's Residence. It is the hope of MHT that the City finds a tenant and/or use for this property, as continued use is one of the best guarantees of preservation. Please continue to keep MHT informed of your plans for the Fairgrounds Entrance Building/Keeper's Residence. Should you have any questions or concerns, I can be reached by telephone at (410) 697-9585 and by email at allison.luthern@maryland.gov.

Thank you again for contributing to the preservation of Maryland's history!

Sincerely,



Allison Luthern
Easement Inspector
Maryland Historical Trust

cc: Mark Haddock, Manager of Parks and Recreation

Enclosure (1): National Park Service's *Preservation Brief 31: Mothballing Historic Buildings*



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

Memo

To: Mr. Rodney Tissue
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

From: Charlotte Lake, Ph.D.
Capital Grant and Loan Program Administrator
Maryland Historical Trust
Charlotte.lake@maryland.gov
410-697-9559

Date: July 18, 2019

Re: FY2019 MHT Capital Grant, Fairgrounds Entrance Building & Keeper's Residence

Encl: Grant Agreement (to sign and return)
Grant Manual of Program Requirements
Memo Re: Grantee Responsibilities for Financial Reporting;

Congratulations on receiving a grant through the MHT Historic Preservation Grant program for capital projects!

The next steps in the grant administration process are outlined below. Please note that all of these steps **MUST** be completed before you will be able to apply for payment of any grant funds, and many of these steps **MUST** be completed before the grant agreement can be finalized.

- ☐ **GRANT AGREEMENT:** You must review and sign the enclosed grant agreement and attachments. **The Grant Agreement must be signed and returned to MHT along with proof of insurance and corporate resolution (see further instructions below) within three months of the date of this memo or your grant award may be cancelled.** The Grant Agreement is a contract between CITY OF HAGERSTOWN, MARYLAND and the Maryland Historical Trust which details the terms and conditions under which the MHT Capital Grant Funds will be made available for your project.

In your review of the Grant Agreement, please pay particular attention to the Scope of Work shown in Exhibit A. The Scope of Work is defined based on your application. All grant funds and match **MUST** be spent **ONLY** on this work. This work must be completed during the grant period (defined in Exhibit A).

We have sent one complete copy of the Grant Agreement plus one extra set of signature pages. This allows us to have **original signatures** on all necessary copies. Please review the Grant Agreement and fill in the marked items in the document. (Please note that all blanks on the Affidavit of the Grant Agreement must be filled in, even if only to state "not applicable".) Once you have filled in all marked items in the document, **please return the document and the extra sets of signature pages**. Once all necessary approvals are granted, we will e-mail a fully executed copy to you for your files. Please note that the Grant Agreement is not effective until approved by the Board of Public Works and signed by MHT. *Please note that the Grant Agreement is not effective until the date of our signature.*

You must comply with all terms in the Grant Agreement, including insurance requirements and adherence to all applicable Federal, State and Local laws.

- ☐ **CORPORATE RESOLUTION:** The corporate resolution form demonstrates, among other things, that your organization has accepted the grant, and shows us who in your organization is authorized to sign documents on the organization's behalf.
 - The form is meant to be filled out and witnessed by the organization's secretary, and Section 9 should be signed by the officers.
 - This form does **not** need to be notarized.
 - The form does not necessarily require a meeting of the organization's board; action can be taken without a meeting by unanimous written consent of all Board members. Your organization's bylaws may also allow for approval by other methods (conference call meeting, e-mail voting, etc.). If necessary (for example, if it is not possible for all officers to be physically present to sign the same version of the document), the second page may be submitted in several versions, each with the signature of one officer. **However, the secretary must witness each of the versions.**
 - **Return one full original of the corporate resolution form to MHT.**
- ☐ **GOOD STANDING:** Your organization must maintain good standing with the State Department of Assessments and Taxation (SDAT) throughout the project. You should check your organization's status online at <https://egov.maryland.gov/BusinessExpress/EntitySearch> and contact SDAT if there are any issues or if any information on file with SDAT needs to be updated.
- ☐ **REVIEW OF PROPOSED WORK:** All proposed work must be reviewed by MHT staff before it is undertaken.
- ☐ **PROCUREMENT / BIDDING:** All professionals, consultants, and contractors whose services are to be paid in full or in part with grant funds must qualify through MHT competitive procurement procedures prior to the beginning of construction activities. When you are ready to start the process, please let me know!

Please note that failure to complete the above steps will result in forfeiture of your grant award.

Please return all required documentation to my attention. If you have any questions, please contact me – I am here to assist you. I look forward to working with you on this important preservation project.

MARYLAND HISTORICAL TRUST
HISTORIC PRESERVATION CAPITAL GRANT PROGRAM
GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Historical Trust ("**MHT**"), an instrumentality of the State of Maryland as part of the Department of Planning ("**MDP**") of the State of Maryland (the "**State**") and City of Hagerstown, Maryland, a local government, organized and existing under the laws of Maryland, with its principal office located at 1 E. Franklin Street, Hagerstown, MD 21740 (the "**Grantee**").

RECITALS

- A. MHT is authorized under §5A-328, as amended (the "**Act**") and the regulations set forth in Title 34, Subtitle 04, Chapter 01 of the Code Of Maryland Regulations (the "**Regulations**") to make capital grants from the Historic Preservation and Historical and Cultural Museum Assistance Grant Fund under the Historic Preservation Grant Program (the "**Program**") to nonprofit organizations, local jurisdictions, individuals, and business entities for the acquisition, rehabilitation and restoration of historic property, as further described in the MHT Capital Grant Program FY19 Grant Guidelines (the "**Guidelines**"), and the MHT Capital Grant Program FY19 Manual of Program Requirements (the "**Manual**"), copies of which the Grantee has received, and which are incorporated by reference in this Agreement;
- B. Grantee has applied to MHT for a grant from the Program for the project described herein (the "**Grant Application**"); and
- C. In reliance upon the information contained in the Grant Application, MHT has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHT and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$60,000.00 (the "**Grant**") to fund the acquisition, rehabilitation or restoration (the "**Project**") of the historic property known as the Fairgrounds Entrance Building & Keeper's Residence, located at 400/424 North Mulberry Street, Hagerstown, MD 21740 (the "**Property**"). The Project is further described in the attached **Exhibit A - Scope of Work**. Grantee

shall use the Grant only for the activities authorized in **Exhibit A**, and shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.

- b. **Grant Term.** This Agreement is effective as of the date it is executed by MHT (the “**Effective Date**”) and, unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MHT, shall terminate on the later of (i) the “**Project Completion Date**” set forth in **Exhibit A-Project Timetable** or (ii) MHT’s receipt and approval of the Project Completion Report as set forth in Section 9.d of this Agreement.
- c. **Project Timetable.** Grantee may commence work on the Project on the “**Project Commencement Date**” set forth in the **Exhibit A- Project Timetable**, and shall diligently pursue completion of the Project by the Project Completion Date.
- d. **Extensions.** At its discretion, MHT may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHT in writing, or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

2. Grantee's Contribution; MHT's Project Monitor.

- a. If Grantee is a local jurisdiction, a for-profit business entity, or an individual, Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash, or a combination of cash and the dollar value of an in-kind contribution satisfactory to MHT as further described in **Exhibit A – Grantee’s Contribution**, as well as in the Guidelines and the Manual (the “**Grantee's Contribution**”). The Grantee’s Contribution shall be used to pay for the Project expenses described in the budget set forth in **Exhibit A- Project Budget** (the “**Project Budget**”). If the source of equity comprising Grantee’s Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section.
- b. Nonprofit grantees may be required to provide a Grantee’s Contribution as determined by MHT, and as further described in **Exhibit A – Grantee’s Contribution**.
- c. The MHT staff member set forth in Section 16.a of this Agreement shall serve as the project monitor for this Project (the “**Project Monitor**”).

3. Grant Documents.

The following documents shall be executed or submitted in connection with the Grant, which documents shall be satisfactory in form and substance to MHT:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (**Attachment 1**);
- d. If Grantee is a business entity, a Contract Affidavit (**Attachment 2**);
- e. Evidence of site control or ownership of the Property; and
- f. Any other document or instrument that may be required by MHT.

4. Easement Requirements.

- a. As a condition of disbursement of the Grant, and as further described in **Exhibit A – Special Conditions**, Grantee shall execute, or cause the owner of the Property to execute, one of the following agreements with respect to the Property, satisfactory to MHT in form and content:
 - (i) A Deed of Preservation Easement Agreement (an “**Easement**”), or a modification to an existing Easement (a “**Modification**”) encumbering the historic real property assisted by the Grant; or
 - (ii) A preservation and maintenance agreement (a “**Preservation Agreement**”), or a modification of an existing Preservation Agreement (also a “**Modification**”), for historic property other than real property, for the term of duration described in Section 4.d.(i) below.
 - (iii) “**Historic property**” means a site, building, structure, monument, or object which is individually listed in, or is individually eligible for listing in the Maryland Register of Historic Properties;

- b. The Easement or Preservation Agreement shall require, among other things, that the Grantee or the owner of the Property undertake the following actions:
 - (i) maintain the Project and the Property, including, as applicable, the Exterior and /or Interior Features, as defined in the Easement or Preservation Agreement, or any improvements thereon, in good order, condition and repair;
 - (ii) permit MHT to enter upon and inspect the Project during construction;
 - (iii) make all proper renewals, replacements and additions on and to the Property;
 - (iv) prevent any waste of the Property; and
 - (v) prevent any demolition or modification of the improvements on the Property without MHT's prior written consent.
- c. If Grantee or the owner of the Property executes an Easement or Modification, Grantee shall also provide, or cause the owner of the Property to provide the following documentation:
 - (i) an owner's policy of title insurance for the Property in form and content acceptable to MHT and its legal counsel, along with a bring to date title search updating the policy to the date of the Easement, which must be satisfactory in form and content to MHT and its legal counsel;
 - (ii) evidence of hazard insurance and commercial general liability insurance in accordance with the provisions of Section 15 of the Agreement, which must be satisfactory in form and content to MHT and its legal counsel;
 - (iii) evidence that the Easement has been duly recorded among the applicable land records of the county in which the Property is located; and
 - (iv) any other instrument or document deemed necessary by MHT, including the subordination of any encumbrances with respect to the Property which are prior to the lien of the Easement, and the foreclosure of which could extinguish the Easement.

- d. Grantee understands and acknowledges that the Easement shall provide that:
 - (i) The Easement shall have a term of duration equal to the longer of (i) fifteen years or (ii) one year for every \$5,000 increment of the Grant, or portion thereof, as further described in **Exhibit A- Special Conditions**, if applicable;
 - (ii) If there are no prior existing liens on the Property, the Easement shall be a first lien encumbrance with respect to the Property, prior to all other liens; and
 - (iii) Grantee must reimburse MHT all Grant funds that have been disbursed to Grantee if the Easement is determined, by court finding or otherwise, to be not legally enforceable by MHT for any reason, and the Grantee shall not be entitled to disbursement of any further Grant funds.
- e. If Grantee or the owner of the Property executes a Preservation Agreement, Grantee shall provide, or cause the owner of the Property to provide the following documentation:
 - (i) If applicable, evidence of hazard insurance and commercial general liability insurance in accordance with the provisions of Section 15 of the Agreement, which must be satisfactory in form and content to MHT and its legal counsel; and
 - (ii) Any other instrument or document deemed necessary by MHT.
- f. An existing Easement or Preservation Agreement that is satisfactory to MHT may satisfy the requirements of this Section.

5. Expenditure of Grant Proceeds.

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant without the prior written consent of the Project Monitor. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from the Project Monitor;

- b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHT's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date; and
- c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHT.

6. Construction Requirements.

Grantee shall comply, or cause the owner of the Property to comply with the following construction requirements:

- a. Prior to the beginning of any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property, Grantee shall obtain:
 - (i) MHT's written approval for such work and the Project plans and specifications;
 - (ii) all necessary approvals from the MHT Easement Program required under the Easement with respect to the Property. The application for such approval shall be submitted to the MHT Easement Program Administrator; and
 - (iii) all necessary certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence work on and operate the Project.
- b. Grantee shall cause the Property to be insured against loss or damage in accordance with Section 15 of this Agreement;
- c. Grantee shall construct the Project in accordance with the plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without MHT's prior written approval;

- d. During the term of the Agreement, Grantee shall permit MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project. All work performed in connection with the Project is subject to approval by MHT;
- e. Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances;
- f. Grantee shall ensure that all work must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT; and
- g. No approvals or inspections by MHT of the Project during construction shall constitute a warranty or representation by MHT, or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHT are performed solely for the benefit of MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. Disbursement of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHT shall disburse the Grant to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor in accordance with the Manual (a "**Request for Disbursement**"), less the last disbursement in the amount of ten (10%) percent of the Grant, which will be retained by MHT until satisfaction of the conditions set forth in sub clause (d) below (the "**Retainage**"). All Requests for Disbursement shall be satisfactory to MHT, shall identify all costs incurred for which the disbursement is being sought, and shall have attached copies of the appropriate invoices. Grantee shall provide such additional supporting documentation as may be required by MHT. Conditions of disbursement of the Grant, requirements for satisfactory Requests for Disbursement, and a schedule of disbursements are set out in the Guidelines and the Manual.
- b. Requests for Disbursement will be processed within approximately forty-five (45) days from MHT's approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs approved by MHT. MHT, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred, or for costs incurred prior to the date of this Agreement;

- c. Grantee shall provide additional supporting documentation as MHT may require from time to time;
- d. Grantee shall comply with the conditions for disbursement of the Retainage set forth in the Manual. MHT has the right to withhold disbursements of Grant funds if at any time MHT determines in its sole discretion that Grantee is in default under this Agreement; and
- e. In its sole discretion, MHT may disburse funds for eligible costs anticipated to be incurred if the Grant is for acquisition of real property.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an Easement, a Preservation Agreement or a Modification, if applicable;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHT's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;

- (vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHT, if applicable;
 - (viii) At any time an Easement, Preservation Agreement or Modification required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable;
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or
 - (xi) Grantee has not provided the Grantee's Contribution to MHT's satisfaction.
- b. MHT shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default;
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:
- (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHT's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;

- (iii) In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;
- (iv) Defaults under an Easement, Preservation Agreement or Modification required under this Agreement shall be governed by the applicable provisions the Easement, Preservation Agreement or Modification; and
- (v) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHT's right to terminate this Agreement shall be immediate.

9. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHT of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHT's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHT upon request;
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MHT or MHT's representative(s) for inspection for up to three (3) years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later;
- c. If requested by MHT, Grantee shall provide MHT with progress reports in the form provided by MHT and further described in **Exhibit A- Reports**, which shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and a projection of revenues required for the next quarter, including a Request for Disbursement, if applicable. Each progress report is due within ten (10) working days of the close of the reporting period;
- d. Grantee shall provide MHT with a project completion report (the "**Project Completion Report**") in the form described in **Exhibit A- Reports** on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"). The Project Completion Report shall contain information about work

accomplished and problems encountered, expenditures made against the Project Budget, and include a final Request for Disbursement. The Project Completion Report is due by the Project Completion Report Due Date set forth in the Project Timetable;

- e. Upon request of MHT, Grantee shall provide MHT with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity; and
- f. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

10. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with MHT's "Manual of Program Requirements" a copy of which the Grantee has received, and which is incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHT FOR AN AMOUNT EQUAL TO THE

GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

- e. The Grantee grants to MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the "Work"). MHT shall have the right to use the Work without restriction or limitation and without compensation to Grantee.

11. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHT that:

- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland, or is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with

the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and

- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

12. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance (attached to this Agreement as **Attachment 1**) or, if Grantee is a religious organization, the Fair Practices Certification (attached to this Agreement as **Attachment 1**); and
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - (iii) The Governor's Code of Fair Practices, as amended;
 - (iv) The State of Maryland's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHT;
 - (v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder; and

- (vi) Upon MHT's request, Grantee will submit to MHT information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHT.

13. Indemnification.

Grantee releases MHT and MDP from, agrees that neither MHT nor MDP shall have any liability for, and agrees to protect, indemnify, and hold MHT and MDP harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHT or MDP as a result of or in connection with the Project. All monies expended by MHT or MDP as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHT or MDP. This Section shall survive the term of this Agreement.

14. Environmental Certification and Indemnification.

Grantee makes the following certifications, representations and warranties:

- a. Grantee (i) shall not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) shall carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property;
- b. The Property is in compliance with all applicable federal and State environmental laws and regulations;
- c. Grantee shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property; and
- d. Grantee shall indemnify and hold MHT, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHT shall survive the term of this Agreement.
- e. This Section shall survive the term of this Agreement

15. Insurance.

As a condition of disbursement of the Grant, Grantee shall provide evidence of the following insurance coverages satisfactory to MHT with respect to the Property.

- a. Title Insurance. If the Property is real property, Grantee shall provide, or cause the owner of the Property to provide an owner's policy of title insurance for the Property in form and content acceptable to MHT, and including the following documentation:
 - (i) A bring to date title search updating the policy to the date of recording of an Easement, Preservation Agreement, or Modification required by this Agreement, which must be satisfactory in form and content to MHT;
 - (ii) Evidence that the Easement, Preservation Agreement, or Modification has been duly recorded among the applicable land records of the county in which the Property is located; and
 - (iii) Any other instrument or document deemed necessary by MHT, including the subordination of any encumbrances with respect to the Property which are prior to the lien of the Easement, and the foreclosure of which could extinguish the Easement.
- b. Hazard Insurance. Grantee shall provide or cause the owner of the Property to provide the following documentation:
 - (i) Evidence satisfactory to MHT that the Property is insured against loss or damage by fire and such other hazards, casualties, and contingencies as may be required from time to time by MHT, in amounts satisfactory to MHT, but in any event not less than the total amount of the Grant plus the outstanding principal balances of any mortgages on the Property.
 - (ii) Grantee shall cause the hazard insurance policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.
 - (iii) Grantee shall maintain property insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable., Grantee shall submit evidence of such insurance coverage to MHT;

- c. Commercial General Liability Insurance.
 - (i) Evidence satisfactory to MHT that the Property is insured under a comprehensive general liability insurance in amounts satisfactory to MHT.
 - (ii) Grantee shall cause the comprehensive general liability insurance policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.
 - (iii) Grantee shall maintain comprehensive general liability insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable. Grantee shall submit evidence of such insurance coverage to MHT;
- d. Flood Insurance.
 - (i) A Flood certification evidencing whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development.
 - (ii) If the Project is located in a 100-year flood plain, Grantee shall obtain flood insurance coverage in amounts satisfactory to MHT.
 - (iii) Grantee shall cause such policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.
 - (iv) Grantee shall maintain flood insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable. Grantee shall submit evidence of such insurance coverage to MHT; and
- e. General Contractor's Insurance.
 - (i) Evidence satisfactory to MHT of general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by MHT.
 - (ii) Grantee shall require general contractor's insurance from the Project Commencement Date until the Project is completed. Grantee shall submit evidence of such insurance to MHT.

- f. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State; and
- g. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

16. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHT. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is submitted electronically, or mailed, postage prepaid, addressed as follows:

- a. Communications to MHT shall be mailed to the Project Monitor or such other person as may be designated by MHT:

Maryland Historical Trust
100 Community Place, 3rd floor
Crownsville, Maryland 21032
Attn: Charlotte Lake, Project Monitor

- b. Communications to Grantee shall be mailed to:

Mr. Rodney Tissue
1 East Franklin Street
Hagerstown, MD 21740

17. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHT to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

18. Amendment. Except as provided in Paragraph 1.d. above, this Agreement or any part hereof, may be amended from time to time upon written or emailed request for amendment from Grantee and written or emailed approval of the request by MHT. Requests and approvals delivered via email shall be considered to be written amendments.

19. Assignment. This Agreement may not be assigned without MHT's prior written approval.

20. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
22. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
23. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with State law.
24. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other required insurance coverages, recordation fees, and Grantee's attorneys' fees, if any.
25. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHT to the attention of the Project Monitor.
26. **No Warranty or Representation.** Neither the approval by MHT, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHT or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHT are performed solely for the benefit of MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.
27. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHT, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS our hands and seals, all as of the Effective Date.

ATTEST/WITNESS:

CITY OF HAGERSTOWN, MARYLAND

(Signature)

By: _____ (SEAL)

Name: _____

Title: _____

WITNESS:

MARYLAND HISTORICAL TRUST

(Signature)

By: _____
Elizabeth Hughes, Director

Date of Execution on behalf of MHT
(Effective Date)

Approved for form and legal
sufficiency this _____ day of
_____, 2019

Assistant Attorney General

Attachments:

Exhibit A

Attachment 1

Project Requirements

Assurance of Compliance

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Project Summary:

The Grant and Grantee's Contribution shall be used for interior and exterior rehabilitation of the Property, including roof, window, siding, wall, masonry, carpentry, metal, and concrete repair / replacement; painting; and associated architectural, engineering, and consulting services.

Project Location:

400/424 North Mulberry Street, Hagerstown, MD 21740

PROJECT TIMETABLE

5/21/2019	"PROJECT COMMENCEMENT DATE" : Grant funds and Grantee's Contribution may be used for Project costs incurred on or after this date.
5/20/2021	"PROJECT COMPLETION DATE" : All work items detailed in <u>Exhibit A</u> completed. All eligible Project expenses to be reimbursed by Grant funds must be incurred.
7/5/2021	"PROJECT COMPLETION REPORT DUE DATE" : Grantee must submit to Project Monitor a Project Completion Report (as described in <u>Exhibit A - Reports</u>), all required financial documentation, and a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

SPECIAL CONDITIONS

1. The Property is considered historic real property and the provisions of Section 4 of the Grant Agreement apply as follows: The Property is protected by an existing Easement satisfactory to MHT. The Grantee shall obtain all necessary approvals required under the Easement or Preservation Agreement held by MHT prior to the commencement of work.

The application for such approval shall be submitted to the MHT Easement Program Administrator.

2. In order to receive the Grant proceeds, Grantee must submit evidence of site control with respect to the Property, which must be satisfactory to the Program and the Maryland Office of the Attorney General. Such evidence may include a current owner's title policy, recorded deed (may be downloaded and printed from Maryland Land Records website at <https://mdlandrec.net/main/>), a fully executed and current lease, a fully executed development agreement, or other written documentation satisfactory to MHT showing that, if Grantee is not the legal owner of the Property, the owner of the Property has granted permission to Grantee to occupy and use the Property and to carry out the Project on the Property.

GRANTEE'S CONTRIBUTION

The requirements for Grantee's Contribution are set out in the Guidelines and Manual.

PROJECT BUDGET*

GRANT	\$60,000.00
GRANTEE'S CONTRIBUTION	\$60,000.00
TOTAL PROJECT BUDGET	\$120,000.00

DISBURSEMENT SCHEDULE

Provided that the Grantee is not in default under the terms and conditions of this Grant Agreement, MHT shall make payment to the Grantee in accordance with Section 7 of this Agreement, and upon submission of a completed Request for Disbursement acceptable in form and content to MHT. The requirements for Requests for Disbursements are set out in the Guidelines and Manual.

REPORTS

1. Upon request by MHT, the Grantee may be required to submit Project progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor, according to the Project Timetable.
2. Either MHT or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.

3. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.
4. The Grantee shall furnish to MHT a Project Completion Report by the Project Completion Report Due Date, which must be approved by MHT prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Guidelines and Manual.

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

City of Hagerstown, Maryland (hereinafter called "**Grantee**"), having its principal address at 1 E. Franklin Street, Hagerstown, MD 21740,

HEREBY AGREES THAT IT WILL COMPLY WITH:

- A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.
- B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:
 - 1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or
 - 2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an

employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

- C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;
- D. State of Maryland Governor's Code of Fair Employment Practices, as amended.
- E. State Gov't Article § 20-201 et seq. of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;
- F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;
- G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;
- H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;
- I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to

the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

- J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;
- K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

CITY OF HAGERSTOWN, MARYLAND

(Signature)

By: _____

Name: _____

Title: _____

Authorized Representative and Affiant

Date: _____, 20 ____

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

Topic:

2019 Hagerstown Ice & Sports Complex Annual Report – *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2019_Hagerstown_Ice___Sports_Complex_Report.pdf

Description

2019 Hagerstown Ice &
Sports Complex Annual
Report



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 8, 2019

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer 
RE: 2019 Hagerstown Ice & Sports Complex Annual Report

I request time on the October 8, 2019 Work Session to allow members of the Hagerstown Ice Amateur Athletic Association (HIAAA), who have managed the ice rink facility for us since April 2014, to present their annual report as required by our Agreement. I anticipate that Paul Sweeney (Board Chair), and others will attend and will review the attached PowerPoint presentation. Their presentation provides usage data, fiscal information, capital improvement information, and goals for the upcoming year.

As a reminder to Mayor & City Council:

- The City pays the utility bills at the rink, capped at \$85,000 a year.
- The HIAAA pays rent in the amount of \$36,000 a year.
- The City pays 75% for certain capital improvements at the rink as stipulated in the Agreement.
- The Agreement with the HIAAA expires June 30, 2024.

Attachment: PowerPoint

c: Paul Sweeney
Mark Haddock
Amy Riley

Annual Review: Hagerstown Ice & Sports Complex

October 8, 2019



HISC Member Groups

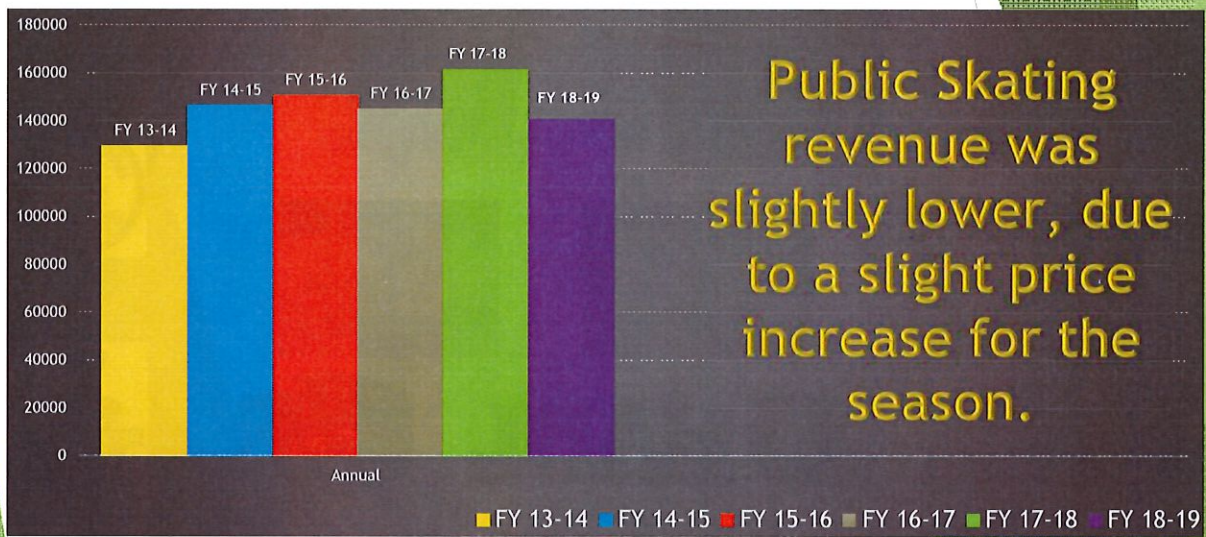


Hagerstown Ice Amateur Athletic Association (HIAAA) manages the rink

What is the HIAAA?

- ▶ HIAAA is a non-profit, 501(c)(3) organization
- ▶ Consortium of all major user groups
- ▶ Each member-group has a voting member on the HIAAA board
- ▶ Our at-large board members also hold voting rights
- ▶ Group was created in 2014 and formally took over operation of the rink on April 1, 2014 (completed our 5th complete Fiscal year)

Public Skating: Year-to-Year Comparison



Adult Teams at the HISC

- ▶ **6** teams in upper adult hockey division
- ▶ **10** teams in lower adult hockey division
- ▶ **1** all-female travel adult team
- ▶ **1** sled hockey team
- ▶ **~624** adult hockey registrations throughout the year

Amateur teams at the HISC

- ▶ **7** HYHA teams (Hagerstown Youth Hockey)
- ▶ **2** High School Teams (NorthStars, WV Vipers)
- ▶ **3** youth developmental programs
 - ▶ **Power Skating**
 - ▶ **Learn to Play Hockey**
 - ▶ **Youth Recreational League**
 - ▶ Washington Capitals partnership: More than 50 complete sets of equip. donated last year
- ▶ **276** youth hockey participants throughout the year

Figure Skating at the HISC

- ▶ **2** figure skating programs at the rink
 - ▶ Hagerstown Edge Learn to Skate
 - ▶ Hagerstown Edge Figure Skating Club

- ▶ **333** registrations for Learn to Skate last year (**105** more than the past year)

HIAAA: Opportunities for Success

- ▶ Detailed analysis of separate rink functions continues to be examined by HIAAA board members (registrations, ice usage, concessions, advertising, maintenance)
- ▶ Recommendations made at monthly board meetings
- ▶ HIAAA Board Members chair each subcommittee to ensure a fair workload & input from each user group and volunteers
- ▶ A new ticketing system has been implemented to alert management of items in disrepair
- ▶ Physical state of ice and boards in very good condition.
 - ▶ Ice was taken out and put back, in 2 weeks this summer, which allowed for maintenance and rink repairs.

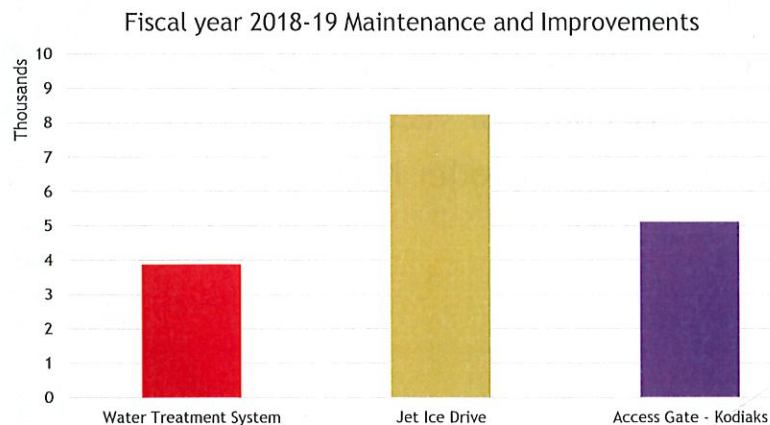
Current State of HISC and HIAAA

- ▶ All bills (as of September 2019) are current
- ▶ New security cameras were installed as our network upgrades made this possible
- ▶ We continue to make monthly payments on our Zamboni, purchased in FY 17-18
- ▶ Our Interim General Manager was hired as our full-time General Manager last spring

HISC continues to operate in the black!

Protecting the Rink via Reinvestments:

- ▶ Accurate reporting → predictable financial forecasting
- ▶ Proper forecasting → preventative maintenance



Recent purchases were for accessibility and long-term efficiency

Future Maintenance & Reinvestments

Targeted FY:	Task:	Estimated Cost:
2018-19	Enhance current alarm system	\$30,000
2019-20	Cooling system conversion	\$30,000

Looking Ahead: Vision for 2019 - 2020

- ▶ **Community Partnerships:** WCPS flyers, City of Hagerstown employee discount for leagues, Parks & Rec Department program listings
- ▶ **Travel Youth & Adult Tournaments:** Partnering with local businesses to offer discounts for visitors
- ▶ **Roller Hockey:** continuing to grow roller hockey in Hagerstown

HIAAA VISION: Taking Our Facility to the Next Level

- ▶ **Adding another sheet of ice:** Additional ice time allows for more teams and individuals to participate in ice sports at reasonable hours; a Planning subcommittee has met over the past two years to assess costs and produce recommendations for moving forward
- ▶ **Our Rink Expansion Committee** has made progress with fundraising efforts and initial design concepts. We will be presenting an additional floor plan with costs before Years end.

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

Topic:

FY21 Preliminary Budget for General Fund Agency Contributions – *Michelle Hepburn, Director of Finance*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

10.8.19_Agency_Contribution_Memo_FY21_Bud.pdf

Description

Agency Contribution Memo
for FY21 Bud



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X156

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Director of Finance
Jennifer Peterson, Accounting & Budget Manager

Date: October 8, 2019

Subject: FY21 Preliminary Budget for General Fund Agency Contributions

Per the attached General Fund Agency Contribution policy, the October 8th Work Session provides the opportunity for Mayor and Council to discuss any adjustments to be included in the FY2020/21 budget for General Fund agency contributions.

As outlined in the policy, any changes to total funding levels or any changes to the agencies guaranteed to receive funding from the City will be considered by Mayor and Council by the end of October. The charts below summarize the agencies that will receive funding per the current policy and the total funding amounts:

8 agencies that will receive General Fund Agency Contributions:

Community Rescue Services
Hagerstown Municipal Band
Hagerstown Neighborhood Development Partnership (HNDP)
Maryland Symphony Orchestra
The Maryland Theatre
Washington County Historical Society
Washington County Museum of Fine Arts
Washington County Free Library

Total Funding for General Fund Agency Contributions:

Total for 8 agencies identified	172,100
Mayor and Council Contingency	-
Additional Obligation (Discovery Station, Maryland Theatre, Museum of Fine Arts)	112,500
	\$ 284,600

*Normal annual amount was \$205,000

Mayor and Council direction is requested to address two questions:

1. Are there any changes to the agencies identified that will receive General Fund contributions in FY2020/21?
2. Are there any changes requested in the funding levels established in the policy for FY2020/21?

Staff will be present for discussion at the October 8th Work Session.

City of Hagerstown
General Fund Agency Contribution Policy

Purpose:

The City of Hagerstown for many years has funded grants to local community agencies using annual appropriations in the General Fund as the source of this financial support. The purpose of this policy is the following:

- 1) To establish the level of General Fund funding support for agency contributions.
- 2) To define the City's timeline for this process.
- 3) To specify the City's requirements for the information to be provided by agencies seeking funding.
- 4) To outline the schedule for the City's distribution of funds to agencies receiving a grant of more than \$5,000.

Funding:

- 1) The Mayor and Council have established a funding level of \$195,000 to be allocated toward 8 recipients identified by the City as core agencies. These agencies include the following:
 - a) Washington County Free Library
 - b) Washington County Museum of Fine Arts
 - c) Maryland Theatre
 - d) Maryland Symphony Orchestra
 - e) Hagerstown Municipal Band
 - f) Community Rescue Services
 - g) Hagerstown Neighborhood Development Partnership
 - h) Hagerstown Historical Society
- 2) The Mayor and Council have established a \$10,000 contingency for General Fund Agency Contributions.
- 3) The Mayor and Council have established that the total funding level for General Fund Agency Contributions is \$205,000.

Timeline:

- 1) If needed, the Mayor and Council will consider changes to these funding levels for General Fund Agency Contributions in future fiscal years by the end of October.
- 2) The City will distribute application packets to community agencies in November.
- 3) Applications from agencies are due no later than the 2nd Friday of January. Submission of funding requests will not be received after this date.
- 4) The Mayor and Council will approve Community Agency funding from the General Fund by the end of May.
- 5) Agencies will be notified of the Mayor and Council's funding decision by mid-June for contributions to be available beginning July 1.

Application: The City of Hagerstown will consider a number of factors/criteria in approving funding requests. Agencies requesting more than \$5,000 in funding should include the following in their applications for funding:

- 1) A full description of how the requested grant from the City would be used to support agency operations, services, and capital improvements.
- 2) A summary of other local government funding sources and amounts including any grants received from Washington County or other municipalities.
- 3) A copy of the agency's most recent budget.
- 4) A copy of the agency's most recent financial report or audit prepared by an independent auditing firm.
- 5) A description of how the agency supports the goals of the City for downtown revitalization, expansion of the arts, culture, and education, neighborhood vitality, quality of life.
- 6) Agency service data related specifically to providing service and assistance to residents of the City of Hagerstown.

As part of the application and approval process an agency may be requested to make a presentation of their funding request and service information to Mayor and Council during a public work session.

Distribution of Funds:

- 1) The City will distribute grant funds to the agencies on a quarterly reimbursement basis beginning on October 1 of each year for those organizations receiving a grant of more than \$5,000. Other agencies can receive the full amount of their grant in July, the first month of the City's fiscal year.

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

Approved by Mayor and Council November 25, 2014

Revised October 20, 2015

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

Topic:

Code Requirements for Obstructing Public Sidewalks – *Kathleen Maher, Director of Planning & Code Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Code_Req_for_Obstructing_Public_Sidewalks.pdf

Description

Code Requirements for
Obstructing Public
Sidewalks



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director of Planning and Code Administration
Paul Fulk, Neighborhood Services Manager

DATE: October 2, 2019

SUBJECT: Code Requirements for Obstructing Public Sidewalks

The Mayor has requested a discussion with the City Council on existing City Code requirements related to hedges obstructing public sidewalks. The issue for discussion being whether to: 1) continue with code language that requires the sidewalk in the public right-of-way to be clear of any vegetation for the entire width of the sidewalk; or 2) amend the code to only require the minimum required pathway width for ADA compliance.

As the below code citations illustrate, there are a variety of City code sections and United States Access Board sections addressing minimum public sidewalk widths and minimum clear pathway widths. Minimum public sidewalk and clearance widths range from:

1. 3 foot for replacement of existing sidewalk and utility pole clearance (City)
2. 4 foot for snow abatement and sidewalk cafés (City)
3. 5 foot for yard sales (City)
4. 5 foot for pedestrian access route with at least 4 feet of obstruction-free zone (USAB)
5. Full width of sidewalk for shrubs, weeds, etc. (City)
6. 15 feet to street/alley corner or driveway for yard sales (City)

It is a goal of the City's Comprehensive Plan that the City's pedestrian facilities meet the mobility needs of our residents, businesses, and visitors of all ages, abilities, and socio-economic backgrounds. It is important to preserve as much public sidewalk space as possible for pedestrian access to provide for safe and convenient pedestrian passage for school children, people with mobility challenges, and all people walking in our community, and to prune back hedges to ensure adequate sight visibility around intersections and property access points. Staff would not recommend reducing the code requirement for shrubs, etc. to be clear the full width of the sidewalk. If the Mayor and City Council are in favor of reducing the clear width for a pedestrian access route, the City Engineer would not recommend going below five feet for accessibility reasons.

To facilitate this discussion, attached are photographs of hedge conditions that are routinely monitored by PCAD staff to ensure the owners keep the shrubs trimmed back off the sidewalk in the public right-of-way.

Pertinent Existing Code Sections

Chapter 185, Nuisance Abatement

185-3, Definitions

Nuisance – any condition or use of premises or property, to include the public right-of-way, which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of property in the neighborhood in which such premises are located. For purposes of this section, such a condition includes, but is not limited to, uncontrolled weeds, grasses or other vegetation commonly referred to as weeds on the premises or right-of-way, uncontrolled vines and overgrown shrubs and trees on the premises or public right-of-way, the keeping, maintaining or depositing on, or scattering over the premises or public right-of-way of trash, debris, rubbish, garbage, weed cutting, or other similar material, and the scattering of leaves over the public right-of-way.

185-4, Prohibitions

A. No person owning, occupying, using or having charge of any premises or property within the City of Hagerstown shall maintain or keep any nuisance thereon, as defined herein, nor shall any person allow any weeds to grow unchecked on any such premises, or allow weed cuttings, trash, debris, rubbish, garbage or other similar material to be maintained, kept, deposited, or scattered over the premise or property.

Chapter 64, 101-808 – Property Maintenance Code

302.4.1, Weeds – Specified Areas. It shall be the responsibility and the obligation of the property owner and/or tenant to maintain any and all vegetation, including shrubs and weeds as noted hereinafter.

5. On all public sidewalks, the abutting property owner must maintain the sidewalk clear of any vegetation for the entire width of the sidewalk. Vegetation shall include all grasses, weeds, shrubs, hedges, and similar plants, but not trees.

302.4.2, Trees and Shrubbery

A. Obstructed View. It shall be unlawful for any person to suffer, permit or allow any trees, shrubbery or hedge or any branches thereof which may be located on their property or located in or adjacent to any street, alley or other public right-of-way abutting their property to obstruct the view of the public using the right-of-way.

B. Public Health, Safety or Welfare. Trees and shrubbery shall be maintained so as not to pose a threat to public health, safety or welfare. The responsibility for maintenance or removal shall be with the owner of the property on which the tree

or bush is located. The owner of property abutting any public street, alley, easement or right-of-way shall be responsible for maintenance or removal of trees and shrubs in or between his property and such Public Street, alley, easement or right-of-way. The determination of the need for such maintenance or removal shall be vested in the code official.

302.4.3, Height Requirements. It shall be unlawful for any person to suffer or permit the limbs or foliage of any tree or shrub on his property to extend over any public sidewalk or pedestrian right-of-way at a height of less than 7 feet from the ground or over a street or alley at a height less than 15 feet.

302.3.1 Nuisance Ice and Snow Conditions. All public sidewalks shall be maintained free from accumulations of ice and snow. It shall be the responsibility of the abutting property owner to maintain a clear and unobstructed sidewalk for the width of the sidewalk or 48" whichever is less. . . .

Chapter 216, Streets and Sidewalks

216-20 General sidewalk and curb regulations.

E. All sidewalks adjoining City streets shall have a minimum width of five feet and conform to the Public Ways Construction Standards. Replacement sidewalk shall match existing width but shall never be less than three feet in width.

F. Utility poles shall be installed in a manner not to impede pedestrian traffic and shall be installed to provide a minimum three-foot clear sidewalk. The sidewalk shall be widened by the utility as needed. Poles shall be located at intersections to allow the standard minimum curb radius to be constructed.

216-63 Sidewalk Café License. The City Engineer may grant a license to occupy a portion of public sidewalks with seating for abutting restaurant uses in those districts where restaurants are a permitted use, provided that the cafe area is delineated on the sidewalk cafe license. The seating area shall be subject to the criteria of the **City's Sidewalk Cafe Standards** and shall be operated as approved in the license.

City's Sidewalk Café Standard is a 4 foot minimum per application.

216-64 Sidewalk Yard Sales.

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

- (1) At least five feet of clearance is kept open for pedestrian traffic;
- (2) No display is in front of or two feet on either side of a building entrance, fire hydrant, or property line;

(3) The display is at least 15 feet from any adjoining street corner, alley or driveway to provide adequate sight distance.

United States Access Board Minimum Requirements for Public Sidewalks

X02.1.2.1 Public Sidewalks - General. Where public sidewalks are provided, they shall contain a pedestrian access route. . . .

X02.1.3. Clear Width – General. The minimum clear width of a pedestrian access route shall be 60 inches, exclusive of the width of the curb. Within the pedestrian access zone, the minimum clear width of the reduced vibration zone shall be 48 inches, exclusive of the width of the curb.

- A *reduced vibration zone* is an “unobstructed, smooth and navigable path that is aligned to be as direct and free of meanders as possible.”

Attachments

C: Paul Fulk, Neighborhood Services Manager
Blaine Mowen, Chief Code Official
Rodney Tissue, City Engineer
Paul Kifer, Police Chief
Steve Lohr, Fire Chief

Properties Cited for
Shrub/Hedge growth into the Public Right-of-Way

- 202 S. Prospect St.
 - Notice issued 6/6/2019
 - City abated the violation.



- 256-258 S. Locust St.
 - Notice issued 5/15/2019
 - Owner corrected



- 112 E. Lee St.
 - Notice issued 5/15/2019
 - Owner corrected



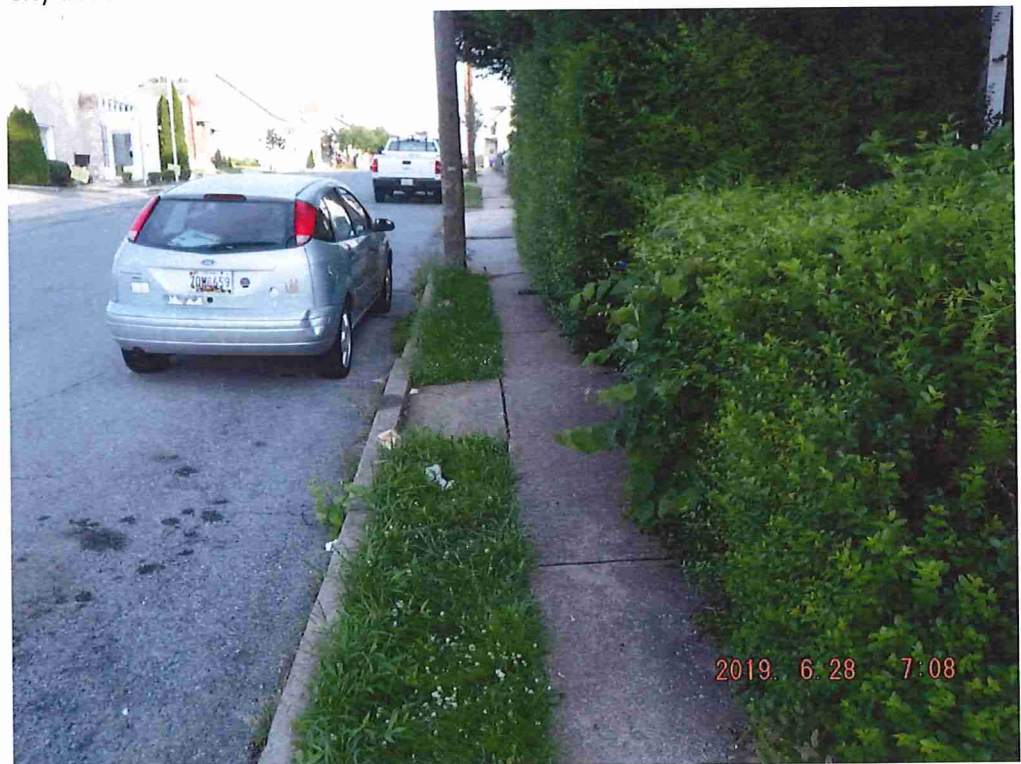
-
- 603 Oak Hill Ave.
 - Notice issued 10/26/2017
 - Owner corrected



- 661-663 Pennsylvania Ave.
 - Notice issued 6/25/2019
 - City abated the violation



-
- 324 W. Howard St.
 - Notice issued 6/24/2019
 - City abated violation



- 301 West Side Ave.
 - Notice issued 5/31/2019
 - City abated violation



- 121 S. Mulberry St.
 - Notice issued 5/6/2019
 - Owner corrected
 - Public sidewalk



- Alley



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

Topic:

Discussion on Legislative Priorities for 2020 Session – *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: