

Mayor and Council

85th Special Session, Executive Session, and Work Session

October 15, 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"

"We cannot live better than in seeking to become better." - Socrates

EXECUTIVE SESSION

3:30 PM 1. Executive Session

4:00 PM SPECIAL SESSION

1. Approval of a Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program Financing for William D. Carroll, III
2. Approval of Adoption of Rules of Procedure – *material to be presented*

4:00 PM WORK SESSION

1. Proclamation: Character Counts! Week – *Carolyn Brooks, Founder and Director of Character Counts! of Washington County*
- 4:10 PM** 2. Character Counts! Update – *Carolyn Brooks*
- 4:25 PM** 3. Hagerstown Police Department Staffing Update – *Chief Paul Kifer*
- 4:40 PM** 4. Discussion on Legislative Priorities for 2020 Session – *Mayor and City Council*
- 4:55 PM** 5. Preliminary Agenda Review
- 5:10 PM** 6. FY21 Preliminary Budget for General Fund Agency Contributions – *Michelle Hepburn, Director of Finance, and Jennifer Peterson, Accounting and Budget Manager*
- 5:25 PM** 7. Code Requirements for Obstructing Public Sidewalks – *Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager*
- 5:40 PM** 8. Proposed Automatic Mutual Aid Agreement – *Chief Steve Lohr*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**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
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program Financing for William D. Carroll, III

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and City Council adopt a resolution indicating support of the Maryland Department of Housing and Community Development's Neighborhood Business Works program to finance a loan in the amount of \$250,000 to William D. Carroll, III. This loan will allow Mr. Carroll to finance a portion of the acquisition and renovation costs for the Pythian Castle building project at 16-18 W. Franklin Street, Hagerstown, MD.

Action Dates:

DATE OF PASSAGE: 10/15/2019

EFFECTIVE DATE: 10/15/2019

ATTACHMENTS:

File Name

101519_SS_MCC_Packet_NBWP_William_Carroll.pdf

Description

Motion and Resolution
William Carroll

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 15, 2019

TOPIC: **Resolution: Support of the Maryland Department of Housing and Community Development's Neighborhood Business Works Program financing for William D. Carroll, III.**

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

MOTION: I hereby move that the Mayor and City Council adopt a resolution indicating support of the Maryland Department of Housing and Community Development's Neighborhood Business Works program to finance a loan in the amount of \$250,000 to William D. Carroll, III. This loan will allow Mr. Carroll to finance a portion of the acquisition and renovation costs for the Pythian Castle building project at 16-18 W. Franklin Street, Hagerstown, MD.

DATE OF PASSAGE: 10/15/2019

EFFECTIVE DATE: 10/15/2019

City of Hagerstown

Resolution No. _____

**RESOLUTION OF THE CITY OF HAGERSTOWN SUPPORTING MARYLAND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, NEIGHBORHOOD
BUSINESSWORKS PROGRAM FINANCING TO WILLIAM D. CARROLL, III**

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

WHEREAS, WILLIAM D. CARROLL, III applied to the Neighborhood BusinessWorks Program for financing to renovate a portion of a vacant, mixed-use building located at 16-18 West Franklin Street, Hagerstown, MD 21740 for the purpose of providing renovations for a restaurant/retail area on the first floor, a restaurant/food hall on the second floor, and an event space on the third floor; and

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

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

BE IT RESOLVED that the City of Hagerstown hereby endorses the Neighborhood BusinessWorks Program financing to WILLIAM D. CARROLL, III; and

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

Read and Passed this 15th Day of OCTOBER, 2019.

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

ATTEST:

THE CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

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



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

September 26, 2019

William D. Carroll, III
417 North Potomac Street
Hagerstown, MD 21740

RE: Zoning Approval
16-18 West Franklin Street
a.k.a. Historic "Pythias Castle"

As requested, please be advised that the above referenced property is located in the CC-MU (City Center Mixed Use) Zoning District. Varying forms of dwelling uses, office uses and general commercial uses (stores, restaurants, numerous entertainment venues) and buildings that mix these uses) are a permitted use in this district. Therefore, your proposal to use the property for retail, restaurants and food service on the first floor, restaurant and additional food court spaces on the second floor, and a reception/event hall on the third floor complies with the Hagerstown Zoning Ordinance.

Please also note that the property is in the Downtown Historic District. Any changes to the exterior of the property, including signage, is subject to review and approval by the Hagerstown Historic District Commission.

Construction will be subject to obtaining required building and utility permits.

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

FOR THE CITY OF HAGERSTOWN, MARYLAND

A handwritten signature in blue ink, which appears to read "S. R. Bockmiller", followed by a long horizontal flourish.

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

Copy: Jill Thompson, Director, DCED



Lawrence J. Hogan Jr.
GOVERNOR

Boyd K. Rutherford
LT. GOVERNOR

Kenneth C. Holt
SECRETARY

August 3, 2019



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

Re: Pythian Castle 16-18 Franklin Street

Dear Honorable David Bruchey and City Council Members:

The Maryland Department of Housing and Community Development has received an application for financial assistance under the Neighborhood BusinessWorks Program (NBW) for the purchase and predevelopment plans of the Pythian Castle located at 16-18 W. Franklin Street, Hagerstown, MD, from William D. Carroll, III. A description of the proposed project is attached. We welcome your comments about this project.

A local government resolution or letter of support for financing by NBW will be required prior to execution of this application. A sample resolution is attached. Please also indicate that this project will meet zoning compliance.

Please submit the Local Government Resolution to us via email, fax or mail as soon as possible so that we can continue processing the application. If you have any questions, please feel free to contact me at colleen.cord-malone@maryland.gov 301-429-7517.

We look forward to receiving your resolution.

Sincerely,

Colleen

Colleen Cord-Malone
Program Manager
Neighborhood BusinessWorks Program





Lawrence J. Hogan, Jr.
GOVERNOR

Boyd K. Rutherford
LT. GOVERNOR

Kenneth C. Holt
SECRETARY

Project Summary Neighborhood BusinessWorks Program Loan Request

Applicant: William D. Carroll, III

Correspondence to: wddcarroll@hotmail.com
417 N. Potomac Street
Hagerstown, MD 21740

Phone Number: 61-03-1326

Project Name: Pythian Castle

Project Address: 16-18 West Franklin Street
Hagerstown, MD 21740

Project Description: The borrower proposes to divide the project into two phases. The first phase will provide funding for the acquisition of 16-18 West Franklin Street, Hagerstown Maryland. Funding for the acquisition will be provided by the Maryland Historic Trust (MHT) and NBW. The MHT loan will be filed as a lien, behind an easement. The NBW loan will be subordinate to both. At the conclusion of the acquisition, a portion of the approved NBW Classic funds will be used to establish an interest reserve fund, complete required Environmental Assessments and remediation, and to cover predevelopment costs associated with renovations of the building. It is anticipated that first floor will be used to create a food/retail hall. At a later date, an elevator will be added to make the second and third floors functional. The anticipated use of the second floor will be an expansion of the food hall or remodeled to a restaurant. The third floor historic ballroom will also be remodeled for use as an event space. Funding for phase two is anticipated to come from grant sources.



Neighborhood

Revitalization Impact: The proposed Pythian Castle project will preserve the historical and architectural integrity of an important building in downtown Hagerstown. The food/retail hall concepts will reinvigorate a neglected building and contribute to the continued revitalization of Hagerstown. Additionally, the project will create synergy with Mr. Carroll's other revitalization project, the Junior Fire Company (JFC), and will protect both buildings from real estate speculators with little interest in improving historical buildings or downtown Hagerstown. The JFC is an historic volunteer fire department that was constructed in 1852. Mr. Carroll purchased the building in 2006 and the property will be for special events, wedding etc., upon completion.

Sources and Uses:

Use of Proceeds	NBW	Owner's contribution	MHT	Total Project
Land & Building	\$ 145,500	\$ 20,000	\$ 300,000	\$ 465,500
Feasibility Study		1,500		1,500
Appraisal fee (s)	2,500	2,500		5,000
Environmental	10,000		-	10,000
Interest Reserve	18,750		-	18,750
Predevelopment: Legal/professional and architect/engineering fees	50,750		-	50,750
NBW Fees	2,500	500	-	3,000
Closing Cost	20,000	-	-	20,000
Total	\$ 250,000	\$ 24,500	\$ 300,000	\$ 574,500
Percent of total, per funding source	43.5%	4.3%	52.2%	100.0%

Jobs Retained: NA

Jobs Created: 24 Upon Occupancy

Total Project Costs: \$ 574,500

Requested Amount: \$ 250,000

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

Topic:

Approval of Adoption of Rules of Procedure – *material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proclamation: Character Counts! Week – *Carolyn Brooks, Founder and Director of Character Counts! of Washington County*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Character Counts! Update – *Carolyn Brooks*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Hagerstown Police Department Staffing Update – *Chief Paul Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**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:

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

FY21 Preliminary Budget for General Fund Agency Contributions – *Michelle Hepburn, Director of Finance, and Jennifer Peterson, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Preliminary_Budget_FY21.pdf

Description

FY21 Preliminary Budget for
General Fund Agency
Contributions



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
	<u>\$ 284,600</u>

*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 and Code Administration, and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Code_Requirements_for_Obstructing_Public_Sidewalks.pdf

Description

Code Requirements - 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



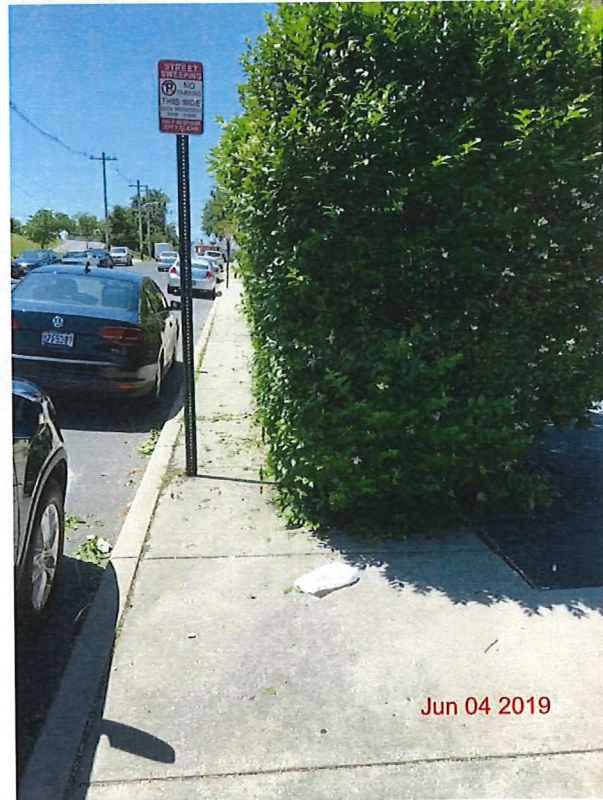
- 324 W. Howard St.
 - Notice issued 6/24/2019
 - City abated violation



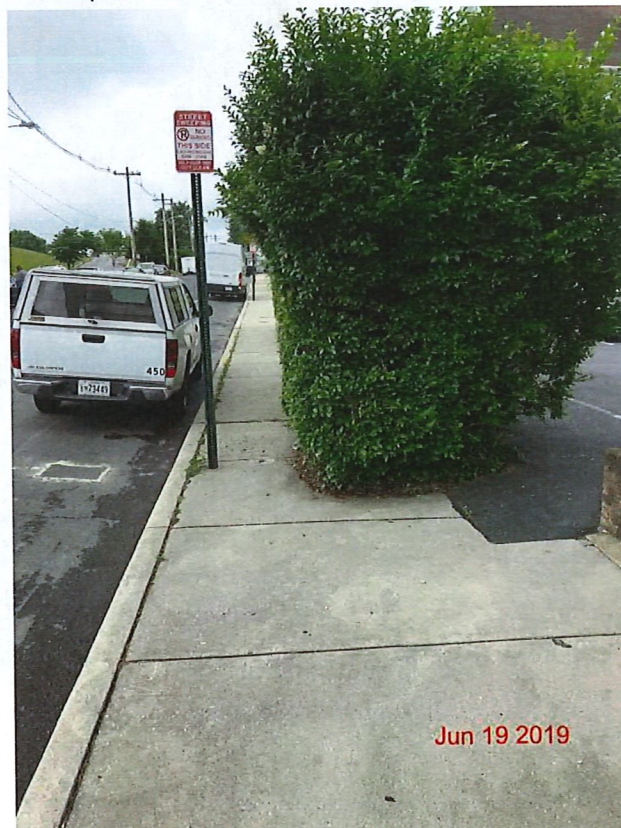
- 301 West Side Ave.
 - Notice issued 5/31/2019
 - City abated violation



- 101-103 King St.
 - Notice issued 6/18/2019
 - Owner appealed inspector decision to Code Appeal Board
 - Code Appeal Board upheld inspector determination
 - Date of Notice



-
- Owner's attempt to meet code



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



-
- Alley



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

Topic:

Proposed Automatic Mutual Aid Agreement – *Chief Steve Lohr*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Proposed_Automatic_Mutual_Aid_Agreement_-_Firefigthing__Rescue_and_EMS.pdf

Description

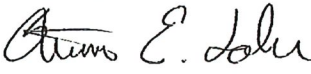
Proposed Mutual Aid Agreement



CITY OF HAGERSTOWN, MARYLAND

Steven E. Lohr
Fire Chief

TO: Mr. Scott Nicewarner, City Administrator

FROM: Steven E. Lohr, Fire Chief 

SUBJECT: Proposed Automatic Mutual Aid Agreement

DATE: October 15, 2019

Attached please find the final draft of an AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE, AND EMS AGREEMENT that has been jointly prepared by city and county staffs representing both political bodies. Staff recommends that Mayor and Council accept this final draft with all recitals.

Staff is confident that this MOU initiated and signed by the two political bodies with overall responsibility for fire-rescue and EMS services in their respective jurisdictions is a significant step forward as both bodies continue to work through governance and funding issues necessary to deliver high quality and efficient services in Hagerstown and Washington County.

As you are well aware, delivery of fire-rescue and EMS services are provided by different entities who in some cases control the allocation of resources that have traditionally been determined by legacy tax districts and political boundaries that don't always ensure the deployment of the closest resources to our citizen's emergencies. This is particularly troublesome in the areas immediately surrounding the Hagerstown Municipal boundary due in part to the very irregular jurisdictional boundaries that have accompanied growth, annexation, and infrastructure.

This agreement:

- agrees to dispatch the *closest appropriate services*,
- clearly delineates between *automatic aid and mutual aid* in accordance with industry best practices,
- articulates *equitable levels of in-kind service delivery*
- establishes responsibility for *Incident Command*
- provides criteria for *reimbursement of costs* particularly as it relates to workers' compensation death, and other benefits, and adds language provided by the WCVFRA regarding billing of an independent fire, rescue, or EMS company,
- agrees to a *waiver of claims* for delivery of services, acts and omissions conducted by said agents and employees and,
- fully complies with all *laws of the State of Maryland*

Please place this draft on the Mayor and Council Work Session agenda for October 15th. DES Director David Hays, City Attorney Jason Morton and myself will be available to answer questions or concerns.

Thank you for your consideration.

Cc: R. David Hays
file

**AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE,
AND EMS AGREEMENT**

This Automatic and Mutual Aid Firefighting, Rescue, and EMS¹ Agreement ("Agreement") is made this _____ day of _____, 2019, by and between the Mayor and Council of the City of Hagerstown, Maryland, a body corporate and politic ("City"), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). The City and the County may sometimes be referred to in this Agreement individually as a Party or a Jurisdiction and collectively as the Parties or the Jurisdictions.

RECITALS

The Parties hereto maintain respective equipment and personnel for the suppression of fires, rescue, and EMS services (collectively "Services") within their respective boundaries.

The Parties wish to enter into this Agreement to provide for cooperative Services and to augment Services in their respective boundaries.

The City and the County agree to provide the Services which they are respectively able to provide pursuant to this Agreement.

The City has control over paid employees of the City and agrees to provide those Services over which it has control. The County has control over fire protection and rescue services in Washington County, Maryland, pursuant to the following: (1) Sections 10-401 and 10-402 of the Code of Public Local Laws for Washington County, Maryland, and (2) a Resolution Establishing Standards for Volunteer Fire, Rescue, and Ambulance Departments, Resolution No. RS-2014-17, adopted by the Board of County Commissioners on October 14, 2014.

The County and City agree to dispatch the resources referenced above by sending the closest appropriate Services in response to a request for Automatic Aid or Mutual Aid in accordance with industry best practices.

The Parties deem this Agreement to be mutually beneficial to render Aid to one another in accordance with the terms set forth herein.

¹ Emergency Medical Services

TERMS & PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Recitals – The foregoing recitals be and are hereby incorporated herein by reference.
2. Terms – The following terms are defined in this Agreement as stated:
 - a. **Aid:** Any Services rendered by a Jurisdiction to the other pursuant to this Agreement. Aid shall be provided by the Parties' employees or agents who possess all required state and local training, licenses, and certifications required for the provision of Services.
 - b. **Automatic Aid:** Services provided immediately for an emergency response and/or request for Aid. At least 50% of a Jurisdiction's firefighting capacity must remain within that Jurisdiction when it is providing Automatic Aid. The Automatic Aid dispatch will include any fire, rescue, and/or EMS units as dispatched by "company" or specific "unit." It is the intent of the City to limit initial Automatic Aid resources to two engines, one aerial, and one chief officer until such time as additional staffed ready reserve units are either transferred into the City or controlled via the career callback system.
 - c. **Mutual Aid:** Services provided upon request for an emergency response and/or request for Aid.
 - d. **First-Due Host Jurisdiction (FDHJ):** The Party within whose geographic boundaries the emergency response and/or request for Aid is located.
 - e. **Automatic Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ but who represents the closest department and/or company to an emergency response and/or request for Aid and, therefore, is appropriately dispatched immediately along with the FDHJ.
 - f. **Mutual Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ where the emergency response and/or request for Aid is located.

- g. **Incident Commander:** The on-scene unit officer, company officer, or chief officer who has assumed operational control ("Command") of an incident and is responsible for establishing and updating the incident goals, strategies, and tactics and the deployment of assigned resources accordingly. "Command" shall be established by the first arriving unit at the scene of every incident. Command will be continuously maintained from the arrival of the first unit until the departure of the last unit from the incident scene. However, the individual serving as the Incident Commander may change several times throughout the incident as higher levels of command authority, experience, and/or ability are required or as the incident spans multiple operational periods.
- h. **Region:** The area consisting of the City of Hagerstown, Maryland, and Washington County, Maryland.
3. Mutual Aid Requests – A Jurisdiction is authorized to request Mutual Aid pursuant to this Agreement whenever it is deemed advisable by the FDHJ or by the Incident Commander.
4. In-Kind Service Delivery – Each Party shall provide Services to ensure an equitable level of in-kind service delivery (including vehicles, equipment, and staff) between the Parties.
5. Automatic Aid Unit – When appropriate during an emergency response, the Washington County Emergency Communications Center ("WCECC"), utilizing computer-aided-dispatch (CAD) procedures, shall determine the Automatic Aid Jurisdiction unit's or units' current location and availability for emergency response. If the Automatic Aid Jurisdiction unit(s) is/are available, the WCECC shall immediately dispatch the Automatic Aid Jurisdiction's unit or units and simultaneously dispatch the FDHJ's unit or units.
6. Incident Command – Whenever a fire, rescue, or EMS service, department, or company is called to provide service in the Region, the first service, department, or company to arrive will establish Incident Command as prescribed by the National Incident Management System ("NIMS"). Each Party will be responsible for training its respective personnel and will ensure that its personnel are properly and adequately trained in the NIMS.
7. Reimbursement of Costs – The Parties will perform all obligations under this Agreement without reimbursement from each other, unless by agreement or otherwise

specified by law, court order, or other legally binding authority. Nothing in this Agreement will be construed to prevent either Party from seeking reimbursement of the costs of Services from third parties, including other individuals or entities or from state or federal funding sources as permitted by law. Each Party will be responsible for payment of workers' compensation, death, and any other applicable benefits to its own employees or agents who are injured or killed while carrying out operations and activities in furtherance of this Agreement to the same extent as if the injury or death occurred in the normal course of employment in the affected individual's employing Jurisdiction, without regard to geographical location of the precipitating event. Nothing in this Agreement will be construed against the City with respect to the computation of the tax differential applied to City taxpayers. Nothing in this Agreement will be construed against the County with respect to the computation of the tax differential applied to City taxpayers. Nothing in this Agreement will be construed to allow for an independent fire, rescue, or EMS company to be billed by a Party for Services provided by the independent fire, rescue, or EMS company.

8. Waiver of Claims – Each Party waives all claims or potential claims against the other Party for the compensation of any loss, damage, personal injury, or death resulting from the performance of the Parties' respective obligations under this Agreement.

9. Integration – This Agreement is the Parties' final and complete agreement and supersedes all prior mutual aid or other related agreements for Services between the Parties. Either Party may propose amendments to this Agreement from time to time, but no amendment will be effective without the written consent of both Parties.

10. Effectiveness – This Agreement will become effective on the date signed by both Parties and will remain in full force and effect until cancelled by written mutual agreement of the Parties or upon ninety (90) days' written notice by one Party to the other Party.

11. Purpose and Immunity – All services performed by the Parties and their respective employees or agents, as well as expenditures made under this Agreement, will be deemed to be for public and governmental purposes. All immunities from liability enjoyed by federal, state, and local governments within each Party's boundaries will extend to each Party's respective participation and activities in rendering Services outside each Party's respective boundaries under this Agreement.

12. Liability and Damages – To the extent permitted by applicable law, each Party shall be responsible for their respective agents' and employees' acts and omissions conducted within the scope of their duties and causing injury to persons or property.

Notwithstanding the foregoing, neither Party shall be responsible to the other Party for punitive damages assessed against their respective employees or agents or for any criminal conduct of their respective employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either Party.

13. Assignment and Applicability – This Agreement cannot be assigned without the written consent of both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

14. Applicable Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

15. Notices – Notices required under this Agreement are effective if given to the following, unless updated notice information is provided by either Party to the other in the future:

If to the City:

Steven Lohr, Chief
City of Hagerstown Fire Department
25 West Church Street
Hagerstown, MD 21740

With a courtesy copy to:

Jason Morton
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, MD 21740

If to the County:

R. David Hays, Director
Washington County Division of Emergency Services
16232 Elliott Parkway
Williamsport, MD 21795

With a courtesy copy to:

Kirk C. Downey, County Attorney
Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:

MAYOR AND CITY COUNCIL OF
HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____
Robert E. Bruchey, II, Mayor

Approved as to form and
legal sufficiency:

Recommended for approval:

Jason Morton, City Attorney

Steven Lohr, City Fire Chief

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

Recommended for approval:

Kirk C. Downey, County Attorney

R. David Hays, Director, Division of
Emergency Services