

Mayor and Council Work Session November 12, 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"

"O, wind, if winter comes, can spring be far behind?" - Percy Bysshe Shelley

2:00 PM Joint Meeting with Washington County Commissioners in Council Chambers at City Hall

4:00 PM SPECIAL SESSION

1. Approval of a Resolution: Execution of a Residential Lease Agreement for the Property Located at 38 North Potomac Street Apt. #1
2. Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 58 S. Potomac Street - Schmankerl Stube
3. Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 7 E. Washington Street – Alexander House Public Square Retail Space

4:00 PM WORK SESSION

4:15 PM 1. Main Street Hagerstown's Christkindl Markt – *Kaitlin Bell, Economic Development Specialist, and Main Street Volunteers*

4:30 PM 2. Update on the Warner Hollow Dam/Edgemont Reservoir Project – *Nancy Hausrath, Utilities Director, and William Luhn, Water Operations Manager*

4:45 PM 3. Neighborhood Protection – Abatement of Snow and Ice – *Kathleen Maher, Director of Planning and Code Administration Department, and Paul Fulk, Neighborhood Services Manager*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

Joint Meeting with Washington County Commissioners in Council Chambers at City Hall

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: Execution of a Residential Lease Agreement for the Property Located at 38 North Potomac Street Apt. #1

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I resolution authorizing the execution of a residential Lease Agreement at the City hereby move that the Mayor and City Council approve the attached of Hagerstown property located at 38 North Potomac Street in Hagerstown, MD. The Lease will be between the City of Hagerstown and Kaitlin Bell and shall be in effect from November 15, 2019 to November 30, 2020.

Action Dates:

DATE OF INTRODUCTION: 11/12/2019
PASSAGE: 11/12/2019
DATE: 11/12/2019

DATE OF
EFFECTIVE

ATTACHMENTS:

File Name

111219_Lease_NoPo_Kaitlin_Bell.pdf

Description

Memo, Motion, Resolution,
Lease NoPo Kaitlin Bell



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Scott Nicewarner, City Administrator

From: Jonathan Kerns, Community Development Manager

Date: November 7, 2019

RE: Approval of New Residential Lease for 36-40 N Potomac Street Unit 1

At the November 12th Special Session, staff will seek approval of a lease agreement for a new artist tenant, Kaitlin Bell. Key terms and conditions of the proposed lease are listed below.

Key terms and conditions of the proposed lease include:

Unit 1:

- Recommended Artist – Kaitlin Bell
- One year term
- Lease is for \$6,000 (\$500 monthly) for approximately 800 square feet.
- Tenant shall contribute at least 5 hours of time weekly assisting in the operation of the Engine Room Art Gallery

The prospective tenant's art portfolio was reviewed by the Artist Review and Selection Advisory Group. A copy of the proposed lease agreement is attached.

Additional Background

The City acquired the property in September 2011. The residential renovations were completed in November 2013 creating four (4) artist lofts that were fully occupied by May 2014. Renovations of the gallery space were completed in the Spring of 2015 and Engine Room Art Space opened in June 2015.

Attachments: Draft lease for Kaitlin Bell

- c. Jill Thompson, Director of DCED
Eric Deike, Director of Public Works
Michelle Hepburn, Director of Finance

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: November 12, 2019

TOPIC: **Approval of a Resolution: Execution of a residential Lease Agreement for the City of Hagerstown property located at 38 North Potomac Street Apt #1, Hagerstown, MD.**

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

MOTION: I resolution authorizing the execution of a residential Lease Agreement at the City hereby move that the Mayor and City Council approve the attached of Hagerstown property located at 38 North Potomac Street in Hagerstown, MD. The Lease will be between the City of Hagerstown and Kaitlin Bell and shall be in effect from November 15, 2019 to November 30, 2020.

DATE OF INTRODUCTION:	11/12/2019
DATE OF PASSAGE:	11/12/2019
EFFECTIVE DATE:	11/12/2019

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A RESIDENTIAL LEASE AGREEMENT WITH KAITLIN BELL
FOR A PORTION OF THE PROPERTY KNOWN AS
THE STUDIOS ON NoPo, 38 NORTH POTOMAC STREET, HAGERSTOWN,
MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns real property known as *The Studios on NoPo*, 38 North Potomac Street, Hagerstown, Maryland, upon which artist lofts are located;

WHEREAS, a portion of said property is currently available and is intended to be used by Kaitlin Bell, the Tenant, solely for the purposes of residential lease and the creation of art, as set forth in the attached Lease Agreement;

WHEREAS, the City of Hagerstown desires to lease a portion of said property (further described in the attached Lease Agreement) to Kaitlin Bell, an adult individual; and

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to enter into a Lease Agreement with Kaitlin Bell, for a portion of the property located at premises known as 38 North Potomac Street, Apartment #1, Hagerstown, Maryland, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Robert E. Bruchey, II Mayor

Date of Introduction: November 12, 2019
Date of Passage: November 12, 2019
Effective Date: November 12, 2019

Residential Lease

THIS LEASE made on the ____th day of ____, 2018, between City of Hagerstown, Landlord, and Kaitlin Bell, Tenant.

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as *The Studios on NoPo*, 38 North Potomac Street, Apartment #1, Hagerstown, Maryland 21740.

1. **TERM.** This Lease shall be for a term of one year, beginning on the 15th day of November 2019 and ending on the 30th day of November, 2020. Thereafter, the Tenant shall be considered a month to month, periodic tenant, with said tenancy terminable by either party upon thirty (30) days' written notice to the other.

2. **RENT.** Total annual rent of Six Thousand Dollars (\$6,000) payable in equal monthly installments of Five Hundred Dollars (\$500) per month in advance on the first day of each and every month of said term, without deduction or demand at the office of the Landlord at the cashier's office, 1 East Franklin Street, Hagerstown, MD.

If this Lease commences on a day other than the first of the month, the pro-rated amount of rent for the balance of the first month shall be paid to the Landlord at the time of possession. Thereafter, rent shall be paid on the first day of each month according to the amounts described above.

3. **SERVICE CHARGES.** Landlord shall have the right to require rent payments to be made in cash, money order, Cashier's Check and/or certified check. A service charge of \$35.00 will automatically be made for each instance in which a check is returned unpaid by the Tenant's bank for any reason. A late Charge of five percent (5%) of the amount of rent due for the monthly rental period shall be assessed for any payment delinquent ten (10) days after the due date.

4. **SECURITY DEPOSIT.** In addition to payment of the first month's rent, Tenant, upon the execution of this Lease, will deposit with Landlord the sum of \$500 as Security Deposit. If the Tenant has a pet within the guidelines outlined in Section 9 of this lease, an additional \$250 shall be collected as the Pet Deposit.

This Security Deposit shall be held as security by Landlord for the full and complete performance by Tenant of Tenant's obligations under this Lease, and shall be applied at the expiration of the term of this Lease, or any extensions, thereof, if any, on account of any unpaid rent, damage due to breach of this Lease or damage to the premises by Tenant, Tenant's family, agents, or social guests in excess of ordinary wear and tear. In no event, shall Tenant apply the Security Deposit toward any month's rent due under this Lease, without prior written consent of Landlord. In the event Tenant shall have fully and completely performed Tenant's obligations under this Lease upon its termination, the Security Deposit shall be refunded to Tenant within forty-five (45) days after the termination of the Lease in accordance with the terms hereof, together with simple interest which shall have accrued at the daily US Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater. A move-in checklist will be completed by Tenant within three (3) days of moving in and Landlord will use the move-in checklist during the move out inspection to determine if any of the tenant's deposit will be retained for cleaning or repairs after move-out. Upon tenant's written notification to Landlord of Tenant's intention to vacate premises, the date of moving and Tenant's new address, Tenant has the right to be present when Landlord inspects the premises in order to determine the existence of any damages caused during the tenancy. Upon receipt of Tenant's written notice of Tenant's intention to vacate premises, Landlord shall notify Tenant in writing of the date and time when the premises are to be inspected. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's written notice.

5. **DELIVERY OF POSSESSION.** Delivery of possession shall occur only after the first month's rent and security deposit have been paid to the Landlord. The Landlord shall then tender two key sets for the premises to the Tenant.

6. **SUBLEASE.** Tenant shall not assign this Lease or sublet the premises, or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without prior written consent of Landlord.

7. **OCCUPANTS.** Tenant agrees that the premises shall be occupied by the individuals listed below, and as set forth in the NoPo Studio Application, who are specifically declared as follows:

- Kaitlin Bell (Tenant)

Otherwise, children of the above-listed Tenants are allowed to occupy the premises. Additional persons will be permitted to occupy the Premises only upon written consent of the Landlord. Guests of Tenant will be considered additional occupants of the Premises if any such guest remains on the Premises for more than five (5) days in any 30 day period. Tenant shall notify Landlord immediately if Tenant intends to have a guest for more than five days.

8. **THE STUDIOS ON NOPO APPLICATION.** In connection with The Studios on NoPo Application, Tenant has submitted asset verification, employment verification, rental verification, and income certification statements, all of which are considered a part of the Studios on NoPo Application. Tenant has also provided authorization for the Landlord to perform credit report check(s) and criminal background check(s) for the household member(s). The parties acknowledge that Landlord relies upon the information given by Tenant in the Rental Application to enter into this Lease, and said information is incorporated herein by reference as fully as if attached hereto.

9. **ANIMALS.** One cat or dog under 25 pounds is permitted in each studio apartment, after paying the Pet Deposit described above in Section 4.

10. **MAINTENANCE, CONDITIONS, NOISE AND ALTERATIONS.**

(a) Tenant has examined the Premises and all appliances and equipment thereon owned by Landlord, and hereby accepts them in their "AS IS" condition and acknowledges that Landlord has made no representations or warranties, either expressed or implied, as to the condition or use of the Premises. Tenant shall immediately notify Landlord of any defects or dangerous conditions. Tenant shall keep the Premises in good order and condition and shall pay Landlord promptly for any repairs to the Premises or its equipment caused by Tenant's negligence or misuse or by the negligence or misuse of tenant's invitees, licensees or guests. Tenant shall return the Premises and all fixtures, appliances and improvements therein owned by Landlord in substantially the same condition as received, including but not limited to, general cleanliness and upkeep. Tenant acknowledges that Tenant shall pay to Landlord, upon vacating the Premises, expenses as may be incurred to restore the Premises to the condition in which it was delivered to Tenant at the commencement of this Lease, reasonable wear and tear excepted.

(b) Tenant shall not make any alterations or additions to the Premises without the prior written consent of Landlord.

(c) Tenant shall maintain the premises in a clean and sanitary condition at all times; and complies with all laws, ordinances and regulations, health, fire and police regulations with respect to the Premises. Tenant shall indemnify and save Landlord from all liability arising out of any violation by Tenant of such laws or regulations or arising out of any neglect or any violation or non-performance by the Tenant of any of the covenants contained in this Lease. Landlord shall monitor the condition of the premises and maintenance of the property. If the Tenant is negligent and Landlord incurs cost to maintain property, or be charged fines or fees the tenant will subsequently be charged for any and all costs incurred and shall be due as additional RENT.

(d) Tenant shall keep all plumbing from becoming obstructed due to negligence. NOTE: the sanitary sewer system may only be used for its designed and intended purposes. No diapers, condoms, paper towels, feminine hygiene products, or like materials may be flushed in the sanitary sewer system. If the plumbing becomes obstructed because of Tenant negligence or deliberate acts, Tenant shall pay the costs to have lines cleared.

(e) Tenant shall keep noise of occupants and guests and noise from radios, television sets, stereos, etc. to a level of sound that does not annoy or interfere with neighbors.

11. **UTILITIES.** The Landlord shall provide the utilities listed in Column 1 without any additional charge to the Tenant. The utilities listed in Column 2 are not included in the rent and are to be paid solely by the Tenant. The utilities payable by the tenant in Column 2 shall be considered additional rent.

Utility	Column 1 Landlord Paid	Column 2 Tenant Paid
Heating (Electric)		X
Hot Water (Electric)		X
Cooking (Electric)		X
Lights (Electric)		X
Water/Sewer/Trash Collection	X	
Phone/Cable TV/Hard-Wired Internet		X

12. **INSPECTION.** Landlord shall have the right to enter the Premises at all reasonable times necessary to inspect the Premises, to control pests and vermin, and to make necessary repairs to and maintain the Premises, including but not limited to, the heating, ventilation and air conditioning systems, the plumbing system, the electrical systems, etc. When practical, the Landlord shall give Tenant a one (1) day posted written notice of its intent to inspect the premises and the approximate time for said inspection. The notice shall be posted to the front door and such posting shall meet all requirements for said notice. In case of emergency, Landlord may enter the premises immediately and without notice to Tenant. During the last 60 days of the term of this Lease or any extension thereof, Landlord or its Agent may enter the premises during daylight hours to exhibit the same, and place a "for rent" or "for sale" sign thereof.

13. **USE OF PREMISES.** The Premises shall be primarily used for residential and light artistic use, not to include industrial arts. Tenant shall comply with all requirements of the Landlord and by all applicable laws, ordinances, and governmental regulations. No smoking or burning of incense or candles shall be permitted on the premises.

14. **INDEMNIFICATION.** The tenant agrees to indemnify, exonerate and save the landlord harmless from any and all suits, claims for loss, expenses, damages or injury to person or property sustained on the premises or

arising out of the use of the premises by the tenant or the tenant's family, employees, invitees, guests or licensees.

15. **HANDBOOK.** The Tenant shall be in compliance with all property rules and regulations in the booklet titled, *The Studios on NoPo Tenant Handbook*, revised 3/2014 and hereby incorporated into this lease by reference and attached as Exhibit 2.

16. **ILLEGAL ACTIVITY.** Notwithstanding anything which in any way might be construed to the contrary, it shall be deemed to be a material breach of this Lease for Tenant, or any member of the Tenant's household to engage in and/or to suffer the engagement in any criminal activity, including drug-related criminal activity, on or off the premises, while such Tenant is a Tenant in occupancy of any housing unit under control of Landlord. The term "drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substance Act (U.S.C. 802) as amended].

17. **INSURANCE.** Tenant acknowledges that Landlord maintains insurance on the Premises, which insurance does not protect the personal property, possessions, or personal liability of Tenant. Tenant must consult her own Agent for insurance protection. It is the responsibility of the Tenant to obtain adequate insurance on personal property of Tenant placed on, in, or about the premises.

18. **CASUALTY.**

(a) If the Premises is damaged or destroyed by fire or other casualty to an extent that the use of the Premises is substantially impaired, Tenant may immediately vacate the Premises and may terminate this Lease upon written notice to Landlord given within ten (10) days of Tenant's vacation of the Premises. In the event Tenant remains in possession of the damaged Premises, Rent shall be reduced in proportion to the impairment of use of the premises until same are repaired.

(b) In the event the Premises are damaged by fire or other casualty, and Landlord elects not to restore, repair and rebuild, Landlord may terminate this Lease by giving written notice to Tenant, whereupon Tenant shall promptly vacate the premises. Rent shall be paid through the date Tenant vacates.

19. **CONDEMNATION.**

(a) If the whole or any part of the Premises shall be taken by any competent authority for public or quasi-public use or purpose, then and in that event, this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose.

(b) All damages awarded for such taking shall belong to and be the property of Landlord. Tenant shall not be entitled to any sum from Landlord or the condemning authority as compensation for the loss to the unexpired Term, nor for any other damages.

20. **BREACH AND REMEDIES.** If Tenant breaches this Lease, Landlord may repossess the Premises pursuant to judicial process, and Landlord shall have other rights as may be allowed by law. Tenant will pay the court costs charged to Landlord for notice sent for non-payment of rent, and Tenant also agrees to reimburse Landlord for all reasonable expenses incurred by Landlord, including attorney's fees as Additional Rent, if ejectment is ordered by the court.

21. **ATTORNEY FEES.** If Landlord be compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of Tenant hereunder, the

sum or sums so paid by Landlord with all interest, costs, and damages shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the 1st day of the month following the incurring of such respective expenses. Tenant agrees to reimburse Landlord for any reasonable attorney fees incurred by Landlord in enforcing the provisions of this Lease. In the event that Tenant files suit against Landlord in connection with this lease and Tenant is unsuccessful in obtaining a judgment against Landlord, Tenant agrees to pay Landlord's reasonable attorney fees in defending said suit.

22. EXTENDED ABSENCES. Tenant shall give Landlord prior written notice of any anticipated absence from the premises in excess of seven (7) days, during which absence Landlord may enter the premises as reasonably necessary. In the event Tenant fails to give notification to Landlord of an extended absence in excess of seven (7) days, Landlord may recover actual damages, if any, from Tenant.

23. ENTIRE AGREEMENT. The provisions hereof together with the Rental Application and the Rules and Regulations which are incorporated herein by reference along with any addendum attached hereto and initialed by the parties represent the complete and entire agreement between the parties with respect to the Premises. This Lease cannot be changed or supplemented except by agreement in writing signed by both parties.

24. DEFAULT. If the premises are abandoned or become vacant during the term, the Lessor or its agents may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in whole or in part as the agent of the Lessee who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Lessor may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Lessor may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder including utilities, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Lessee to be performed, and if such default shall not be cured by the Lessee within fifteen (15) days after receipt by the Lessee of written notice from the Lessor of such default, then the relation of Lessor and Lessee, at the option of the Lessor, shall wholly cease and determine and, in addition to any other remedies, the Lessor may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Lessee's property therein; and the Lessee, in any such event, expressly waives the service of any notice to Quit or Demand for Possession, but the Lessee shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in execution of any of Lessee's chattels located on the premises or Lessee's interest in the premises created by this Agreement, or if Lessee shall petition or have a petition filed against him to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Lessee's business or property, or if Lessee shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Lessee or any arrangement with Lessee's creditors shall be approved by a court under any provision of the Federal Bankruptcy law, or if, in any other manner, the Lessee's interest under this Agreement would otherwise pass to another by operation of law, or if Lessee, without Lessor's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part of the materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Lessee shall be deemed to have committed a material breach of this Agreement and the Lessor may, at its option, forthwith by written notice re-enter the premises, and re-rent the premises as the agent for the Lessee. Notwithstanding any such action(s) by Lessor, Lessee shall in all events remain liable for any unpaid rental for the full term of this Lease.

Lessee hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered from rent due under this Agreement.

Lessor shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

25. FAILURE TO PERFORM. Tenant covenants that in case Landlord, by reason of the failure of Tenant to perform any of the provisions hereof, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires the payment of money, then the sum or sums so paid or required to be paid, together with all interest, costs and damages, shall be added to the next installment of rent due or to any subsequent installment of rent and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved.

26. ADDITIONAL ITEMS / REQUIREMENTS.

1. Tenant, in addition to rent, commits to assist in the operation of the Art Gallery on the first floor of the premises by contributing time at the Gallery without compensation for a minimum of five (5) hours per week. This obligation shall be scheduled through the Gallery Coordinator. Tenant may also display his own art in the Gallery, which display shall be subject to the discretion of the Gallery Coordinator.

2. The terms of the Lease shall include the terms of the Tenant Handbook, a copy of which is incorporated herein as Exhibit 2.

4. Attached as Exhibit 1 is a lead paint notification.

5. Attached as Exhibit 3 is the wireless network benefit.

27. CRIME FREE HOUSING. Tenant, any members of the Tenant's household or a guest or other persons affiliated with the Tenant or affiliated with any member of the Tenant's household:

a. Shall not engage in criminal activity at, on or near the said premises. "Criminal activity" means the commission of any of the acts defined in the Maryland Criminal Law Code Annotated, as from time to time amended.

b. Shall not engage in any act intended to facilitate criminal activity and shall not permit the premises to be used for or to facilitate criminal activity, regardless of whether the individual engaging in the activity is a Tenant, a member of the Tenant's household, a guest, or another person affiliated with the Tenant.

c. Violation of the above provisions shall be a material breach of the Lease and good cause for immediate termination of tenancy. Proof of a violation of the Lease hereunder shall not require a criminal conviction, but shall be by a preponderance of the evidence.

28. MODIFICATIONS. The provisions contained in this Lease shall not be changed or modified without express consent of Tenant and Landlord.

29. SEVERABILITY. In the event that any term or condition of this Lease shall be determined to be void or unenforceable for any reason, then notwithstanding such determination, the balance of this Lease shall nonetheless

remain in full force and effect and be construed and applied as though that term or condition was not contained herein.

This Lease contains the entire understanding between the parties hereto. There are no representations, warranties or agreements concerning the subject matter of this Lease other than as expressly set forth herein.

LANDLORD: The City of Hagerstown

TENANT: _____

Signed: _____

Print: Robert E. Bruchey, II

Kaitlin Bell

Title: Mayor of the City of Hagerstown

Witness:

Witness:

Exhibit 1

LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement:

Every Tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Landlord of any interesting residential real property is required to provide the Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Landlord's possession and notify the Tenant of any known lead-based paint hazards. A risk assessment or inspections for possible lead-based paint hazards is recommended prior to occupancy of the rental property.

Landlord's Disclosure (initial)

_____ (a.) Presence of lead-based paint and/or lead-based hazards (check one below):

(☒) Known lead-based paint and/or lead based paint hazards are present in the housing (explain).

Structure was constructed prior to 1950 and it is likely that lead based paint was used in building components at that time.

(☐) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the Landlord (check one below):

(☐) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below).

(X) Landlord has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Tenant's acknowledgement (initial)

_____ (c.) Tenant has received copies of all information listed above.

_____ (d.) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*

_____ (e.) Tenant has received a copy of the lead inspection certificate from Landlord (to be delivered to the Tenant upon receipt in March 2017).

_____ (f.) Tenant has received a copy of the Notice of Tenants' Rights, a Maryland Department of Environment publication from Landlord, as required by Annotated Code of Maryland, Environment Section 6-820.

Certification of Accuracy

By signing this lease, the parties agree that they have reviewed the information above and certify; to the best of their knowledge, that the information provided by the signatory is true and accurate.

LANDLORD: The City of Hagerstown

TENANT: Kaitlin Bell

By: _____

Title: Mayor of the City of Hagerstown

Date

Witness:

Date

Exhibit 2

The Studios on NoPo Tenant Handbook

Welcome to the Studios on NoPo!

This tenant handbook has been created for easy reference of answers to anticipated questions.

Maintenance Requests: Please see the *Residential Maintenance Request Information* at the end of this handbook.

Common Areas: The second floor lounge is considered a common area. Tenants are encouraged to use this area to enhance the enjoyment of their stay.

Noise: All residents and guests of the Studios on NoPo must conduct themselves in a respectful manner to the other residents and guests. Noise levels must be reasonable so as to not impair the quiet enjoyment of the other residents.

Entrance Vestibule: The entrance area is a common space. Tenants shall not change, alter, decorate or store any items in this area.

Landscaped Areas: The Landlord will maintain all landscaped areas. Tenants are not permitted to alter or change any landscaping without prior permission from the Landlord. At no time shall a planter, plant or support for a plant be attached to the structure or any component of the structure without prior permission from the Landlord.

Sanitation - Exterior of Structure: The Landlord shall maintain the exterior of the structure in a clean and sanitary manner. Tenants are responsible for ensuring that all household rubbish and garbage is secured in leak proof containers. Grocery or similar bags cannot be used for the temporary storage of rubbish and garbage. Additionally, tenants are responsible for the timely removal of any litter caused by said tenant or their guests.

Recycling: The City of Hagerstown offers numerous recycling programs. The Landlord encourages all tenants and their guests to participate in the recycling programs.

Exterior Storage: Tenants are prohibited from storing (temporarily or long-term) any items outside their dwelling unit. Boxes, household items, cleaning instruments, and other such personal items must not be stored on the exterior of the structure. Items left in the common areas and entrance vestibule will be considered discarded. As such they will be disposed of at the tenant's expense.

Stickers, flags, banners, signs, posters, or similar items: Such items are prohibited on the exterior of your dwelling unit or affixed to the interior of the unit in such a manner as to intend them to be visible on the exterior of the structure.

Smoking/Burning: Smoking is ONLY permitted at the exterior rear area of premises. Candles, incense or similar burning devices: Use of these or any such item is prohibited.

Clothes lines, exterior blinds or similar items: These items are prohibited.

Pets: Pets are permitted, as outlined in the Lease Agreement.

Yard Sales, Flea Markets, and Porch Sales: Permission must be obtained from the Landlord prior to conducting any such sale on the premises.

Window Treatments: Mini-blinds are provided for each window. Tenants may add window treatments with permission of the Landlord. However, such window treatments must be designed and constructed for that purpose. Window treatments visible to the exterior of the structure shall not contain any messages, (written or drawn). Sheets, blankets, drawn characters, or items considered signs shall not be used as additional window treatments. The mini-blinds shall not be removed without prior permission from the Landlord.

City, State, and Federal Laws, Codes, Ordinances: Tenants and their guest must comply with any and all laws, codes, and ordinances. Any costs incurred by the Landlord for the tenants violating the above shall be billed as rent on the next following month.

These rules are hereby incorporated into the lease and are part of said lease. Violations of rules and regulations constitute a material violation of said lease.

Acknowledge of Receipt

Tenant

Rev. 3/2014

Exhibit 3
WIRELESS NETWORK BENEFIT

A wireless internet connection is available via a secured network to the tenants of the *Studios on NoPo* at 38 North Potomac Street, Hagerstown, MD. This access is for the exclusive benefit of our tenants, with the following understandings:

- The access of this network is not to be used for any commercial venture or any illegal activity.
- The use of this wireless network is not and will not be included in the lease agreement.
- The owners may at any time without cause or notice eliminate access to this network. The tenant is prohibited from giving others the access code to this secured network.
- The owners do not warrant against any damage or injury from the use of or access to the internet via this connection. The tenant assumes all risk associated with use of the internet and releases, indemnifies, and holds harmless the owners in regards to internet access, the tenant's computer and associated components and related activities.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Whereas, The City of Hagerstown, hereinafter known as the "owners" desire to make available to the tenants of the *Studios on NoPo*, Secured Network Wireless Internet, and

Whereas, the herein named tenant desires to use said Secured Network Wireless Internet, the tenant hereby releases the owners, their agents or assignees of any and all liability either real or perceived arising from damage to personal property or personal injury in gaining access to or the use of said Secured Network Wireless Internet. The tenant hereby releases, indemnifies, and holds harmless the owners in reference to the herein described activity.

The tenant further acknowledges that access to and use of said Secured Network Wireless Internet is not a requirement of any lease or other written or verbal agreement. Further that the access to and use of said Secured Network Wireless Internet may be terminated by the owners without notice or cause.

Further, tenant agrees and affirms that the tenant shall follow all laws associated with internet use and use ordinary care in the access of the Secured Network Wireless Internet. The tenant agrees and affirms that any and all damage caused to *The Studios on NoPo*, equipment or building systems by the tenant's unlawful use of the internet shall be the sole responsibility of the tenant.

Tenant

Date

City of Hagerstown

Date

Rev. 3/2014

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

Topic:

Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 58 S. Potomac Street - Schmankerl Stube

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 58 South Potomac Street. The total project cost is \$3,300,000. The Invest Hagerstown: Redevelopment Grant amount is \$250,000. This is a Mayor and City Council directed incentive and this grant application and related development plan meets the City's Vision for the Redevelopment of the City Center and is in compliance with the program guidelines.

Staff are authorized to issue a Letter of Commitment in the amount of \$250,000. No funds will be dispersed until staff has verified that all work in the development plan is completed to the City's satisfaction and the total project cost expenditure requirements have been met. Funding for this grant will come from the Invest Hagerstown line item in the Fiscal Year 2020 Economic Redevelopment Fund with a project completion deadline of July 1, 2020.

Action Dates:

DATE OF PASSAGE: 11/12/2019

ATTACHMENTS:

File Name

Description

111219_MOTION_Stube_Invest_Hagerstown_Grant_Approval.pdf	Motion: Invest Hagerstown Schmankerl Stube
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REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 12, 2019

**TOPIC: Approval of Invest Hagerstown: City Center Redevelopment Grant
Application for 58 S. Potomac Street - Schmankerl Stube**

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 58 South Potomac Street. The total project cost is \$3,300,000. The Invest Hagerstown: Redevelopment Grant amount is \$250,000. This is a Mayor and City Council directed incentive and this grant application and related development plan meets the City's Vision for the Redevelopment of the City Center and is in compliance with the program guidelines.

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DATE OF PASSAGE: 11/12/2019

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

Topic:

Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 7 E. Washington Street – Alexander House Public Square Retail Space

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 7 East Washington Street/Alexander House Public Square Retail Space. The total project cost is \$657,000. The Invest Hagerstown Redevelopment Grant amount is \$100,000. This is a Mayor and City Council directed incentive and this grant application and related development plan meets the City's Vision for the Redevelopment of the City Center and is in compliance with the program guidelines.

Staff are authorized to issue a Letter of Commitment in the amount of \$100,000. No funds will be dispersed until staff has verified that all work in the development plan is completed to the City's satisfaction and the total project cost expenditure requirements have been met. Funding for this grant will come from the Invest Hagerstown line item in the Fiscal Year 2020 Economic Redevelopment Fund with a project completion deadline of December 31, 2020.

Action Dates:

DATE OF PASSAGE: 11/12/2019

ATTACHMENTS:

File Name

111219_Motion_Alexander_House.pdf

Description

Motion: Alexander House

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 12, 2019

TOPIC: **Approval of Invest Hagerstown: City Center Redevelopment Grant
Application for 7 E. Washington Street – Alexander House Public Square
Retail Space**

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 7 East Washington Street/Alexander House Public Square Retail Space. The total project cost is \$657,000. The Invest Hagerstown Redevelopment Grant amount is \$100,000. This is a Mayor and City Council directed incentive and this grant application and related development plan meets the City's Vision for the Redevelopment of the City Center and is in compliance with the program guidelines.

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DATE OF PASSAGE: 11/12/2019

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

Topic:

Main Street Hagerstown's Christkindl Markt – *Kaitlin Bell, Economic Development Specialist, and Main Street Volunteers*

Mayor and City Council Action Required:

Discussion:

At the November 19, 2019 Mayor and City Council work session, staff and volunteers will provide an informational update on Main Street Hagerstown's Christkindl Markt event scheduled for Saturday, November 30 and Sunday, December 1. Monika Wertman and Dieter Bloesel will attend. Monika serves as chair of the Main Street Organization Work Group and is leading the planning group for the Christkindl Markt. Dieter Bloesel is owner of the Schmankerl Stube.

Christkindl Markt is a German Christmas shopping tradition that originated in the streets of Germany. Main Street Hagerstown will be replicating several aspects of a traditional Christkindl Markt in downtown Hagerstown to help usher in the holidays. Augustoberfest is sponsoring the children's activities for the day. Main Street Hagerstown is pleased that the annual Hollyfest program and the City Center Tree Lighting will complement the Christkindl Markt weekend.

A schedule of events for the weekend include:

Saturday November 30

ChristKindl Markt at University Plaza | 10 am - 4 pm

Holly Fest at the Maryland Theatre | 1:30 - 3:00 pm

City Center Tree Lighting at Public Square | Entertainment 4 pm - 6 pm. Santa arrives 5 pm

Sunday, December 1

ChristKindl Markt at University Plaza | 12 pm - 4 pm

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

111219_Christkindl_Markt_Update_revised.pdf

Description

Christkindl Markt Update



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Scott Nicewarner, City Administrator
FROM: Kaitlin Bell, Economic Development Specialist
DATE: November 7, 2019
SUBJECT: Main Street Hagerstown's Christkindl Markt

At the November 19, 2019 Mayor and City Council work session, staff and volunteers will provide an informational update on Main Street Hagerstown's Christkindl Markt event scheduled for Saturday, November 30 and Sunday, December 1. Monika Wertman and Dieter Bloesel will attend. Monika serves as chair of the Main Street Organization Work Group and is leading the planning group for the Christkindl Markt. Dieter Bloesel is owner of the Schmankerl Stube.

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Sunday, December 1

Christkindl Markt at University Plaza | 12 pm - 4 pm

c:
Jill Thompson, Director of Community & Economic Development
Christkindle Markt Planning Group

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

Topic:

Update on the Warner Hollow Dam/Edgemont Reservoir Project – *Nancy Hausrath, Utilities Director, and William Luhn, Water Operations Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Update_on_Warner_Hollow_Dam_-_Edgemont_Reservoir_Project.pdf

Description

Update on Warner Hollow Dam / Edgemont Reservoir Project

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

November 12, 2019

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
William Luhn, Water Operations Manager
Subject: Update on the Warner Hollow Dam/Edgemont Reservoir Project

Action: Discussion

Following our meeting on August 20, 2019, City Staff met with Delegate Corderman on September 5th to discuss the project history, MDE requirements and funding needs.

Water Division staff was contacted on September 27th and notified that the State has programmed funding for the City of Hagerstown project from the FFY2017 IUP as follows:

WQSRF Loan Amount: \$4,237,500
WQSRF Loan Principal Forgiveness: \$1,412,500

MDE recognized the City re-applied for funding during the FFY2018 solicitation and was not awarded funding because the project fell below the fundable line. Please note the anticipated project cost remains at approximately \$12 million – this estimate does not include Breichner Plant upgrades to meet DBBP2 or LT2ESWTR requirements.

Please note that the original funding package did not include the demo and reconstruction of the emergency spillway and associated structures. MDE had previously conveyed to Staff that the scope /project summary could not be amended and a separate funding application had to be submitted for the emergency spillway portion of the work. Subsequent to the FFY18 funding application, MDE added additional requirements to include screening associated with cold water fishery limitations and additional appropriation restrictions associated with flow-by.

MDE continues to recommend that all work at Edgemont be considered “one project” to include the grouting, reconstruction of the ogee and emergency spillway, screening, and flow-by. MDE has requested the City submit a new funding request for FFY20/FF22 that covers the entire project. Staff will work with Hazen and Sawyer to prepare the finding application to ensure the engineering estimate accurately reflects the funding need. MDE has advised once again that the project cannot be funded through the Safe Drinking Water Act and that the funding will come from the Clean Water Act Program and will be tied into downstream water quality.

The Probable Maximum Precipitation (PMP) analysis is still on-hold pending the completion of the Pennsylvania PMP Model. The City has completed the PMP analysis using the Maryland and Virginia models. As a result, the design is still on-hold until we have clear direction from MDE on actual requirements for PMP, Screening, and Flow-By. Work in underway for the Water Capacity Management Plan and Water Conservation Plan – this work must be done to meet MDE requirements for the Edgemont Allocation.

As always, Staff is available to provide additional detail and answer any questions you may have.

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

Topic:

Neighborhood Protection – Abatement of Snow and Ice – *Kathleen Maher, Director of Planning and Code Administration Department, and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Neighborhood_Protection-Abatement_of_Snow-Ice.pdf

Description

Neighborhood Protection -
Abatement of Snow and Ice



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Paul Fulk, Neighborhood Services Manager

DATE: November 5, 2019

SUBJECT: Neighborhood Protection – Abatement of Snow and Ice

Staff will be present at the November 12th work session to provide the Mayor and City Council with change recommendations to the Planning and Code Administration snow and ice abatement code and passed resolution to provide more time to clear public sidewalks following an ice or snow event.

Background

The City's Code Administration Office conducts snow and ice abatement under the direction of the resolution passed by the Mayor and City Council on September 28, 2004. The resolution has given staff general guidance on enforcement of the snow and ice abatement code. The snow and ice section of the Property Maintenance Code has been in place since 1982.

The current code requires properties located within the business district to remove all snow and ice conditions from public sidewalks 4 hours after the storm subsides. Any property located outside of this district is to have snow and ice conditions removed within 10 hours. Public sidewalks are to have a 4 foot wide path cleared or the entire width of the sidewalk, whichever is less.

The 2004 resolution directs staff not to enforce abatements on private property until we receive the "all clear" on City owned properties. The City of Hagerstown has averaged 26.6 inches of snow per winter over the last 20 years. The City has not abated a public sidewalk since 2016 due to lower snow totals and rising temperatures shortly after a snow event.

Snow and Ice Process

The Planning and Code Administration inspection staff will respond to a concern by a citizen or will identify properties with snow and ice conditions on public sidewalks during routine patrols. If our department has not received the "all clear" from all departments identified in the adopted resolution, inspection staff will notify the property owner of the snow and ice condition with a door hanger. When an "all clear" is received, our department will post abatement notices on

properties. Traditionally, we focus on the vacant and/or abandoned properties first and properties along walking routes to schools.

Staff Recommendations

Typically, City Departments supply Planning and Code Administration with “all clears” within 24 hours after a snow event. Staff is recommending a change to the code to remove special conditions for the downtown business district and to allow property owners 24 hours to clear snow and ice conditions from public sidewalks. This would provide a community/business friendly approach and be more consistent with neighboring communities. We are also recommending an update to the resolution allowing staff to abate vacant and/or abandoned properties prior to the “all clear.” This change will allow staff to focus efforts quickly on neighborhood concerns with properties not maintained.

Attachments: Current and Proposed Snow and Ice Abatement Code
Map of the Business District
2004 Adopted Resolution
Snow and Ice removal educational flyer
Snow and Ice removal doorhanger

c: Kathleen Maher, Planning and Code Administration Director
Blaine Mowen, Chief Code Official
Emily McFarland, Neighborhood Services Programs Coordinator

Current Code

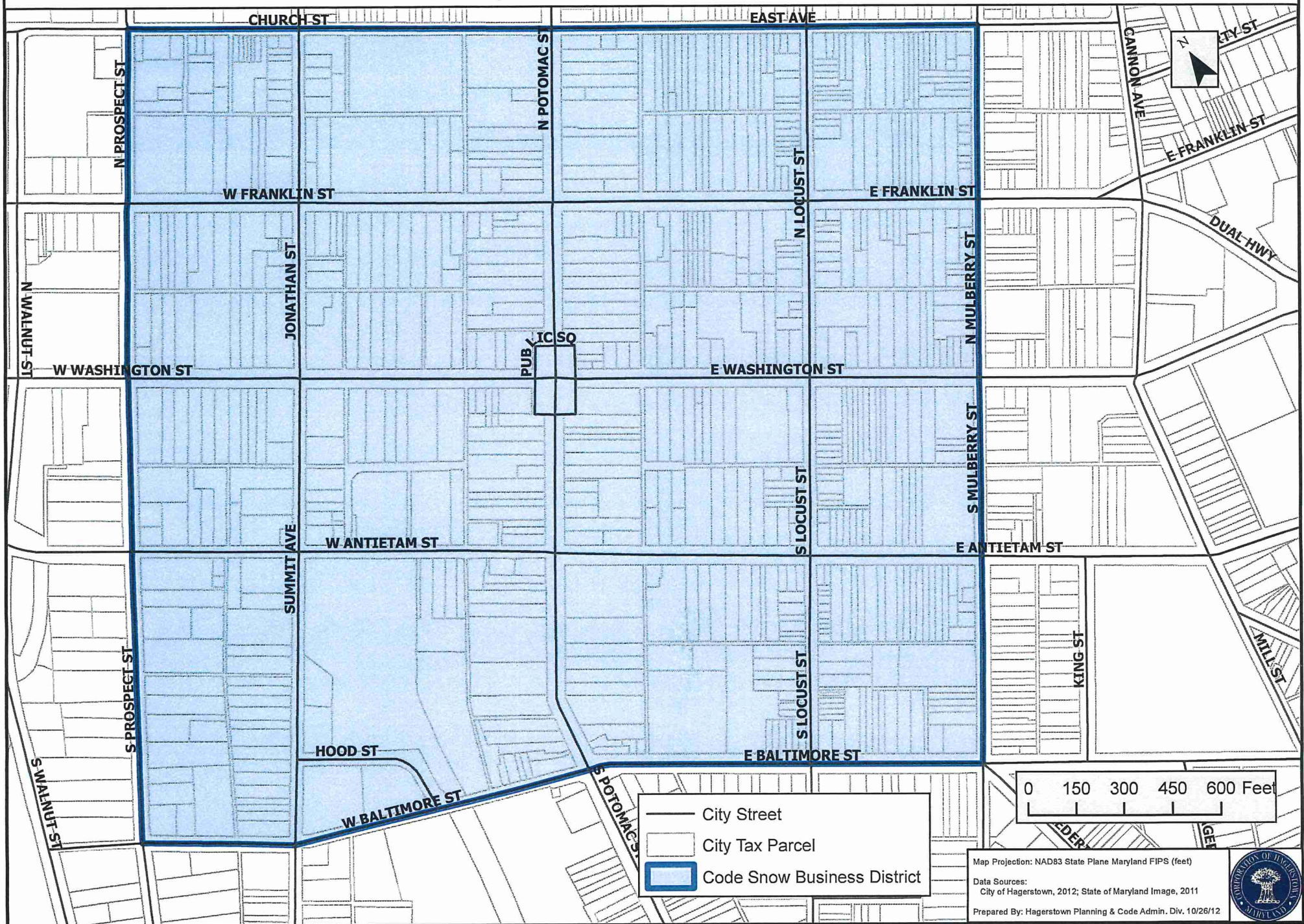
302.3.1 Nuisance Ice and Snow Conditions. All public sidewalks shall be maintained free from accumulations of ice and snow. It shall be the responsibility of the abutting property owner to maintain a clear and unobstructed sidewalk for the width of the sidewalk or 48" which ever is less. Within the City's business district, the pedestrian areas must be maintained as above within four hours after the storms subsides; however, if the storm subsides between the hours of 9:00 p.m. and 5:00 a.m., the deadline for compliance shall be extended to 9:00 a.m. following this time period. In all other areas of the City, the pedestrian areas shall be maintained as above within 10 hours after the storm subsides. Ice and snow conditions that remain unabated in excess of the above time restrictions are declared a nuisance and are subject to abatement by the City or its contractors. All costs associated with the abatement of said nuisances shall be the responsibility of the property owner and be billed and collected as per the City Code. If any person allows such conditions to exist he shall be guilty of a municipal infraction and a citation may be issued without prior warning.

For the purpose of this code section, the "business district" shall be defined as those properties located within the area bounded by Church Street and East Avenue to the north, Mulberry Street to the east, Baltimore Street to the south and Prospect Street to the west. All properties adjacent to streets comprising the boundaries shall be considered within the business district.

Proposed Code

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 inches whichever is less. The public sidewalks shall be maintained as above within 24 hours after the storm subsides. Ice and snow conditions that remain unabated in excess of the above time restrictions are declared a nuisance and are subject to abatement by the City or its contractors. All costs associated with the abatement of said nuisances shall be the responsibility of the property owner and be billed and collected as per the City Code.

Code Compliance Snow Business District



**CITY OF HAGERSTOWN
ENGINEERING DEPARTMENT
OFFICE OF CODE COMPLIANCE**

POLICY ON REMOVAL OF SNOW FROM SIDEWALKS

Passed by Mayor & Council Resolution September 28, 2004

1. Introduction

Sidewalks are essential for the safety of all pedestrians. The City of Hagerstown has developed an initiative to have sidewalks as a standard feature throughout our City. The removal of snow and ice from these sidewalks is of utmost importance for the health, safety and welfare of our citizens. Therefore, the City of Hagerstown Engineering Department staff will utilize the following policy to ensure sidewalk system cleaning after a storm. This is only a policy guide and does not constitute the law or code.

2. Ordinance Requirement

Referring to the Property Maintenance Code Section 302.3.1 "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" which ever is less. Within the City's business district, the pedestrian areas must be maintained as above within four hours after the storms subsides; however, if the storm subsides between the hours of 9:00 p.m. and 5:00 a.m., the deadline for compliance shall be extended to 9:00 a.m. following this time period. In all other areas of the City, the pedestrian areas shall be maintained as above within 10 hours after the storm subsides. Ice and snow conditions that remain unabated in excess of the above time restrictions are declared a nuisance and are subject to abatement by the City or its contractors. All costs associated with the abatement of said nuisances shall be the responsibility of the property owner and be billed and collected as per the City Code. If any person allow such conditions to exist he shall be guilty of a municipal infraction and a citation may be issued without prior warning. **PENALTY:** \$200 Municipal Infraction Citation."

3. Geographic Area

This policy is City-wide. Code Compliance Inspectors shall prioritize enforcement as follows:

1. The downtown [defined as those properties located within the area bounded by Church Street and East Avenue to the north, Mulberry Street to the east, Baltimore Street to the south and Prospect Street to the west. All

properties adjacent to streets comprising the boundaries shall be considered within the business district],

2. Walk routes adjacent to public schools, hospitals, government offices
3. Walk routes adjacent to areas where shopping interfaces with residential areas and
4. Residential Neighborhoods.

4. Administrative Fee for Abatements

The Administrative Fee for the abatement of ice and snow accumulation shall be set at sixty (\$60.00) dollars per abatement (\$50 dollars plus \$10 technology fee).

5. Notice Prior to Abatement

Code Compliance Inspectors shall post a Field Notice of Violation specifying the date and time after which abatement shall occur.

6. Abatements of Private Property Sidewalks

The Director of Public Works, Community Development, Park and Recreation and City Light shall provide notification to the City Engineer or his designee when all sidewalks that are their respective responsibility have been cleared of ice and snow accumulations in accordance with the Property Maintenance Code. Code Compliance Inspectors shall not order the abatement of any sidewalk that is the responsibility of a private entity until such notification is received.

7. Abatement Contract

The abatement contract shall be approved by the Mayor & Council and the cost of material, labor and equipment specified therein and approved by Council. This contract shall be awarded prior to November 1.

8. Public Information

The City shall endeavor to convey this policy to the general public. Utilizing the Public Information Director for the City, this notification shall involve the use of all forms of media in the months of November and December to make the public aware that the abatement program exists.

9. Sidewalks Immediately Adjacent Curbs

Where sidewalks are immediately adjacent curbs and no grass strip exists, the situation arises where snow may be plowed from the street directly onto the sidewalk. In these situations the City will not abate and/or fine the property owner if it is reasonable to believe that the sidewalk was cleared of ice and snow accumulations by the property owner but was recovered with snow by a plow. The owner, abatement contractor or the Department of

Public Works shall be responsible for the abatement of such conditions at no cost to the property owner.

Note: This does not include driveway entrances, “lead-in” walks from curb, or handicapped ramps throughout the City and is limited to sidewalks only.

10. Assistance For Those in Need

The City will endeavor in partnership with other governmental offices, and community organizations to develop a registry of property owners who are physically and financially unable to maintain their sidewalks free from the accumulations of ice and snow. This coalition will endeavor to coordinate volunteer efforts to abate these locations.

11. Railroad Property

Litigation has determined that railroads cannot be forced by local government to provide property maintenance. Regarding snow removal from public sidewalks abutting railroad land, the City will notify the respective railroad company stating our expectation for them to clean the sidewalks. When a reasonable period of time passes, and the walk is not cleared, the City shall clean the walk utilizing the Department of Public Works or the abatement contractor.

12. Citations

Citations will be issued to those property owners who fail to clear their sidewalk on the second and subsequent offense in a winter. First time offenders will not be issued the \$200 citation as allowed in the Ordinance.

Keeping our sidewalks free of ice and snow is the neighborly thing to do ...



Together, we are all responsible for keeping Hagerstown safe and comfortable for winter walking. For your own benefit and to help your neighbors, people pushing strollers or using wheelchairs, and the many people in Hagerstown who walk, please do your part.

... and it's the law.

City of Hagerstown ordinance requires that property owners clear sidewalks after the end of a snowfall within

- * 10 hours for areas outside the City Center business district
- * **Four daytime hours** WITHIN the City's business district (daytime hours begin at 5am)

When you shovel snow and clear ice

- * Shovel the sidewalks on all sides of your property, the full width of the sidewalk or 48 inches, whichever is less, down to the bare pavement
- * Remove all ice and snow conditions from sidewalks
- * Pile snow on your property. It's against the law to shovel snow into streets and alleys.
- * If you have a corner property, be sure to clear curb cuts at corners and crosswalks to the street.
- * The Hagerstown Fire Department appreciates residents, property owners and businesses clearing a three-foot radius around fire hydrants on or near your property. Remember - the time it takes you to "dig out" a hydrant is the amount of delay they could expect if responding firefighters have to do the work.

Avoid getting abated

- * If the City of Hagerstown gets a complaint or discovers that a sidewalk is not properly cleared, City Staff will inspect the sidewalk and give the property owners a chance to clear it.
- * Crews will remove the snow and ice from the sidewalk. Property owners will be billed for this service, and unpaid bills will be added to the owner's property tax.
- * If the sidewalk has not been cleared after a reasonable time, the property owner may be subject to a fine.

Remember

- * You are as responsible for clearing ice on your sidewalk as you are for clearing snow. Ice can be more dangerous and intimidating than snow.
- * The sooner and more completely you shovel, the less likely ice will form.
- * Make arrangements for someone to take over while you are out of town.

Need help?

The City of Hagerstown coordinates volunteers to help those that are unable to shovel their sidewalk. Call 301-766-4188 to get free assistance.



Want to go the extra mile?

Volunteer your snow shoveling ability with the Snow Angel's Program at the City. Call 301-739-8577 ext. 116 to volunteer.

Report sidewalks that need shoveling

To report a sidewalk that is not shoveled, call 301-790-4163 ext. 103 or visit www.hagerstowncode.org



Planning and Code Administration Department
For more information:

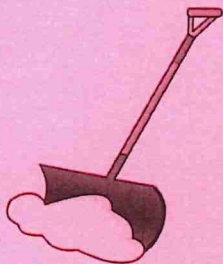
Call 301-790-4163 ext. 103 or visit www.hagerstowncode.org

Neighborhood Reminder



The Property Maintenance Code
of the City of Hagerstown

Requires that Ice and Snow be
removed from sidewalks within 10
hours after the precipitation stops.



Your assistance in assuring
the hazardous conditions
are removed is greatly
appreciated.

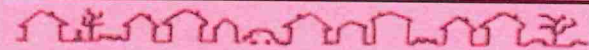
Questions? Please contact the Planning and Code
Administration Team at 301-739-8577 x 103.



Issued by: _____ Ext. _____

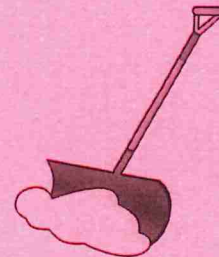
Keep our neighborhoods clean, safe & green

Recordatorio De Vecindad



El Código de Mantenimiento de
Propiedad de la Ciudad de
Hagerstown

Requiere que hielo y nieve se elimine
de las aceras dentro de 10 horas
después que pare la precipitación.



Su ayuda es muy
apreciada. Juntos
podemos mantener a
Hagerstown como una
comunidad de Gran
Carácter Cuenta.

Tiene Preguntas? Por favor de contactar la Administración
de Planificación y Código al 301-739-8577 x 103.



Emitido por: _____ Ext. _____

Mantenga nuestras vecindades limpias, seguras y verde