

Mayor and Council Executive Session, Special Session, and Work Session (86th Voting Session) February 6, 2024 Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

**The agenda and meeting packet is available at
www.hagerstownmd.org/government/agenda**

"What could we accomplish if we knew we could not fail?" – Eleanor Roosevelt

EXECUTIVE SESSION

- 2:30 PM** 1. The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.
- 2:30 PM** 2. Executive Session

4:00 PM SPECIAL SESSION

- 4:00 PM** 1. Approval of a Memorandum of Understanding: Public Resources Organizing to End Crime Together (P.R.O.T.E.C.T.) Program – *Chief Paul "Joey" Kifer*

4:00 PM WORK SESSION

- 4:05 PM** 1. Proclamation:
Black History Month – *Taj Smith, President - Washington County NAACP and Pastor Les McIntosh, Vice President - Washington County NAACP*
- 4:10 PM** 2. Water Video 101
- 4:20 PM** 3. Records Position: Hagerstown Police Department – *Chief Paul "Joey" Kifer*
- 4:40 PM** 4. Update on Development Activity – *Kathleen Maher, Director of Planning and Code Administrator and Doug Reaser, Economic Development Manager*
- 5:00 PM** 5. Annexation: Blaine Properties, LP A-2023-02 – *Kathleen Maher, Director of Planning and Code Administrator and Joanna Wu, Planner*
- 5:10 PM** 6. Legislative Bills Update – *Scott Nicewarner, City Administrator*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Executive Session

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

February_6__2024_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION FEBRUARY 6, 2024 AGENDA

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

2:30 p.m. EXECUTIVE SESSION

1. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)

** Acquisition of property for Fire Administration Operations*

2. To consult with counsel to obtain legal advice; (#7)

3. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

** Status of continuing projects*

4. To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)

** Board Membership –*

Public Service Citizen Advisory Committee

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)
(Subsection is noted in parentheses)**

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: February 6, 2024

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 2:30 p.m.

AUTHORITY: ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE: Section 3-305 (b) :

1. To discuss:
 - [X] (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - [] (ii) any other personnel matter that affects one or more specific individuals;
- [] 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- [X] 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- [X] 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- [] 5. To consider the investment of public funds;
- [] 6. To consider the marketing of public securities;
- [X] 7. To consult with counsel to obtain legal advice;
- [] 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- [] 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- [] 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- [] 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- [] 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- [] 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- [] 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

EXECUTIVE SESSION AGENDA

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

[] 15. Administrative Function

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

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

Topic:

Approval of a Memorandum of Understanding: Public Resources Organizing to End Crime Together (P.R.O.T.E.C.T.) Program – *Chief Paul “Joey” Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_MOU_with_Governor_s_Office_of_Crime_Prevention.pdf

Memo_-_PROTECT_Program.pdf

Description

Motion - MOU with
PROTECT

Memo - PROTECT
Program

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: February 6, 2024

TOPIC: Approval of a Memorandum of Understanding: Governor’s Office of Crime Prevention, Youth, and Victim Services for the “End the Violence” Public Resources Organizing to End Crime Together Program (P.R.O.T.E.C.T.)

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

MOTION: I hereby move for Mayor and Council approval of a Memorandum of Understanding with the Governor’s Office of Crime Prevention, Youth, and Victim Services for the “End the Violence” Public Resources Organizing to End Crime Together (P.R.O.T.E.C.T.).

This program will be administered by a P.R.O.T.E.C.T. Coordinator, a full-time state employee, who will be assigned to the Hagerstown Police Department to oversee the mandated program, at no cost to the Hagerstown Police Department.

DATE OF PASSAGE: February 6, 2024



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

December 12, 2023

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, *RJK*
Chief of Police

Ref: P.R.O.T.E.C.T. (Public Resources Organizing to End Crime Together) Program

The Hagerstown Police Department is seeking approval of Mayor and Council to enter into a MOU for the purpose of establishing and implementing the legislatively mandated "End the Violence" Public Resources Organizing to End Crime Together Program (P.R.O.T.E.C.T.) program with the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS). This program is intended to maximize the use of State, local, and community resources to combat neighborhood decline throughout the State, support comprehensive strategies to reduce crime and fear in those communities, and ensure that local law enforcement are utilized in direct public safety roles.

The program will be administered by a P.R.O.T.E.C.T. Coordinator (PC), a full-time state employee, who will be assigned to the Hagerstown Police Department to oversee the program, at no cost to our agency.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GOVERNOR'S OFFICE OF CRIME PREVENTION, YOUTH, AND VICTIM
SERVICES
AND
THE CITY OF HAGERSTOWN, MARYLAND
ON BEHALF OF THE
HAGERSTOWN POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made this ____ day of _____, 2023 is by and between the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS), a Governor of Maryland's Coordinating Office, located at 100 Community Place, Crownsville, Maryland 21032 and the city of Hagerstown, Maryland on behalf of the Hagerstown Police Department ("HPD" or "LE"), located at 50 N Burhans Blvd, Hagerstown, MD 21740 (collectively, "the parties").

RECITALS

WHEREAS the parties enter into this MOU for the purpose of establishing and implementing the legislatively mandated ["End the Violence" Public Resources Organizing to End Crime Together Program \(P.R.O.T.E.C.T.\)](#)

WHEREAS the parties wish to set out all presently known necessary working arrangements that both parties agree are needed to establish and implement the PROTECT program. The GOCPYVS wishes to engage the services of HPD and HPD has agreed to provide the services described herein to the State.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

By this AGREEMENT, the parties establish the P.R.O.T.E.C.T. (Public Resources Organizing to End Crime Together) Program to maximize the use of State, local, and community resources to combat neighborhood decline throughout the State, support comprehensive strategies to reduce crime and fear in those communities, and ensure that local law enforcement are utilized in direct public safety roles.

2. SCOPE OF SERVICES:

The parties agree that the GOCPYVS, HPD, and the P.R.O.T.E.C.T. Coordinator's roles and responsibilities shall include, but not be limited to the following:

2.1 GOCPYVS:

- Will, in collaboration with the Maryland Statistical Analysis Center's obtained third party geographical criminal justice data, assist in defining and identifying 10 high-crime micro-zones in Maryland. Based on a five-year analysis of violent crime data, the following high-crime micro-zones were identified as: Allegany County, Baltimore City, Baltimore County, Anne Arundel County, Cecil County, Frederick County, Dorchester County, Prince George's County, Washington County, and Wicomico County.
- Will hire and retain a full time civilian P.R.O.T.E.C.T. Coordinator ("PC") who resides in Washington County, which has been identified as having a high-crime micro-zone. The PC shall be retained through an interview process in which the HPD will be involved. The PC must pass all background checks required by GOCPYVS and the HPD.
- Will provide training for the PC and law enforcement personnel implementing criminal justice strategies for the P.R.O.T.E.C.T. program.
- Supervision of the PC will be conducted by the Assistant Director of Public Safety Strategies to ensure legislative compliance as required by Md. Code Ann. Public Safety Art. §§ 2-412 and 4-1501 – 4-1504 (Repl. Vol 2022). Due to the offsite assignment, monitoring of the PC will be a shared responsibility of the P.R.O.T.E.C.T. Senior for the assigned area of coverage and law enforcement personnel with the HPD.
- Will provide computer equipment and office supplies to effectively run the P.R.O.T.E.C.T. program.
- Shall collaborate all press releases in regard to the GOCPYVS/Washington County/Hagerstown Police Department P.R.O.T.E.C.T. Coordinator program.

2.2 P.R.O.T.E.C.T. Coordinator:

- Tracking the implementation of the P.R.O.T.E.C.T. program and completion of all required reports, including, but not limited to, summarizing efforts related to the implementation of Md. Code Ann. Public Safety Art. §§ 2-412 and 4-1501 – 4-1504 (Repl. Vol 2022) and identifying successes, red flags, and roadblocks relating to P.R.O.T.E.C.T. strategies.
- Sharing information with law enforcement needed to accomplish the goals of P.R.O.T.E.C.T., including, but not limited to:
 - Stakeholder meetings
 - Crime trends throughout the State
 - Overdose numbers throughout the State
 - Stats, and other information/data as needed to promote P.R.O.T.E.C.T.
- Notifying law enforcement of any grant programs that will benefit the P.R.O.T.E.C.T. program or other programs/initiatives.
- Initiating crime prevention programs such as:
 - Community involvement/community-police partnerships

- Hot spot enforcement, crime prevention through environmental design, situational awareness, neighborhood watch programs, and education
- Attending and contributing to various community meetings.
- Attending various youth programs such as Boys and Girls Club, Family League of Baltimore, Badges for Baseball, etc.
- Assisting with community mobilization and activities to reclaim public space
- Developing partnerships with the Department of Public Works and Transportation, fire department and other local, state, and federal agencies to sustain structure and services essential to the welfare and acceptable quality of life for residents in the high crime micro-zone.
- Organizing and executing neighborhood, block, and park cleanups throughout the identified high crime micro-zone.
- Assisting with rapid response to public nuisances, including notification of law enforcement, animal control, the community, or other responsible parties as appropriate for situations requiring abatement.
- Coordinating community engagement with law enforcement, including partnership with Law Enforcement Community Relations Units to enhance public perception of law enforcement and improve police relationships with residents of the high-crime micro-zone.
- The PC will focus P.R.O.T.E.C.T. strategies on one high-crime micro-zone at a time, until data driven results no longer identify the high-crime micro-zone as such.

2.3 HPD

The parties agree that law enforcement roles and responsibilities shall include, but not be limited to the following:

- Law enforcement (“LE”) will assist in gathering data and collaborate with the GOCYVS to identify the high-crime micro-zone in which the PC will be assigned.
- LE shall provide an appropriate secure work area in accordance with Department of General Services area standards in a district /precinct to optimize coordination of P.R.O.T.E.C.T. activities, preferably near the identified high crime micro-zone.
- LE shall provide a LE supervisor point of contact/reporting person in the district/precinct where assigned.
- LE shall provide phone service and allow internet and intranet access along with permissions for law enforcement programs which would allow data review, crime statistics, and trends to benefit the P.R.O.T.E.C.T. program.
- When needed and appropriate LE enforcement shall provide needed assistance or resources the LE Chief deems necessary in applying P.R.O.T.E.C.T. program requirements.
- LE may request the PC to attend various community, faith-based, and other meetings as related to the identified high-crime micro-zone.
- LE shall ensure the PC focuses on the identified high-crime micro-zone until data driven results no longer recognize the identified area as being a high-crime micro-zone.
- LE shall collaborate with the GOCYVS and note the support of the “End the Violence” P.R.O.T.E.C.T. program in all press releases and publications regarding the program.

3. TERM:

3.1 The term of this AGREEMENT will commence upon its execution by all parties and shall remain in place, unless otherwise terminated as provided in section 3.2.

3.2 This AGREEMENT may be terminated with the consent of one or both parties, subject to available personnel and/or funding.

- Termination for Convenience. The GOCPYVS shall have the right to terminate this AGREEMENT at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to LE.
- Termination for Cause. If LE fails to fulfill its obligations under this AGREEMENT properly and on time, or otherwise violates any provision of this AGREEMENT, the GOCPYVS shall have the right to terminate this AGREEMENT upon written notice thereof and specifying an effective date.

3.3 Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

4.0 LIABILITY

4.1 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.2 In no event shall the GOCPYVS be liable for acts, omissions, or conduct of the officers, employees, volunteers, or agents of law enforcement or another participating party of this AGREEMENT.

5. NOTIFICATION:

Any notifications required or permitted under this AGREEMENT shall be made in writing. Email notifications will satisfy the requirements that notice shall be in writing. The contact persons for notifications are the following:

For Law Enforcement:

Chief Joey Kifer

Hagerstown Police Department

50 N Burhans Blvd, Hagerstown, MD 21740

For the GOCPYVS:

Richard Alban, Assistant Director of Public Safety Strategies

Governor's Office of Crime Prevention, Youth, and Victim Services

100 Community Place, Crownsville, Maryland 21032

6. AUDITS; RETENTION OF RECORDS: Law Enforcement shall retain and maintain all records and documents relating to this AGREEMENT for a minimum of three (3) years from the date of execution under this AGREEMENT or until expiration of any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by GOCPYVS. Law Enforcement shall make such records and documents available for inspection and audit at any time to authorized representatives of the GOCPYVS, and if applicable, to state and/or federal government authorized representatives.

7. MISCELLANEOUS PROVISIONS

1. It is understood and agreed that the P.R.O.T.E.C.T. Coordinator is a State employee and afforded all rights as such entitled. Additionally, LE shall not be covered under any insurance program maintained by the GOCPYVS or the State of Maryland. The terms and conditions of this AGREEMENT shall not be deemed or construed in any way to create or constitute a general partnership, joint venture, or other such entity between the GOCPYVS and LE.

2. This AGREEMENT shall be governed and construed under the laws of the State of Maryland.

3. The parties shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the services to be provided or performed under the terms of this AGREEMENT, including those now in effect and hereafter adopted.

4. Any modifications, alterations, or amendments to the provisions of this AGREEMENT must be by means of a written amendment that refers to and incorporates this AGREEMENT, is duly executed by an authorized representative of each party and is approved by all participating parties.

5. The signatory for LE, below, certifies and warrants that law enforcement name in this AGREEMENT is its full legal name, as designated in its corporate charter or other organizational document, that he/she is empowered to act and contract for law enforcement, and that this AGREEMENT has been approved by all parties involved.

6. No waiver of any breach of any provision of this AGREEMENT shall constitute a waiver of any other breach of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this AGREEMENT shall not be construed as a waiver thereof. The specific rights and remedies set forth in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. In the event of any question regarding the meaning of any of the provisions of this AGREEMENT, the interpretation placed thereon by the GOCPYVS shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

8. If any provision in this AGREEMENT subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or subsection of this AGREEMENT.

9. LE represents that it is not aware of any officer, employee or agent of the county who exercises any functions or responsibilities in connection with this Program, to have any personal financial interest, Sa direct or indirect, in this AGREEMENT.

10. This AGREEMENT constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or AGREEMENTS not expressly set forth herein. This AGREEMENT shall be binding upon the parties hereto and their successors and permitted assigns.

11. None of the duties of the P.R.O.T.E.C.T. Coordinator program may be subcontracted to a third party.

The remainder of this page is blank; Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above.

written;

ATTEST

Governor's Office of Crime Prevention, Youth, and Victim Services

Dorothy J. Lennig, Executive Director or Designee

Governor's Office of Crime Prevention, Youth and Victim Services

Martin Hammond, Directive Criminal Justice Programs

City of Hagerstown

Scott Nicewarner, City Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: TBD, City Attorney

Approved:

Joey Kifer, Chief of Police

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**Shelly E. Mintz, Deputy Counsel
Office of Attorney General**

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

Topic:

Proclamation:

Black History Month – *Taj Smith, President - Washington County NAACP and Pastor Les McIntosh, Vice President - Washington County NAACP*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Water Video 101

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Records Position: Hagerstown Police Department – *Chief Paul “Joey” Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WS_-_Police_Records_Position.pdf

Description

Police Records Position



CITY OF HAGERSTOWN
MARYLAND
21740 - 4696

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

January 29, 2024

To: Scott Nicewarner – City Administrator

From: Chief Paul J. Kifer – Hagerstown Police Department

Subject: Police Records - Convert Part-Time (20 hours a week) to Full Time (40 hours a week)

The effective operation of the Police Department requires support services functions, and the tasks assigned to our police records department is a critical piece of that process. Over the past several years, responsibilities have increased in or police records department. Our current staffing level makes it difficult for us to input and verify warrant information in a timely manner. This could potentially impact the safety of our citizens and police officers.

While we recognize the financial impact associated with such a request, we believe that this increase in staffing hours is needed in order to provide the level of administrative support necessary. This would be a new full time Police Records Specialist position, and we would eliminate the PT Police Records Specialist position. Additional costs can be absorbed in the department's current FY24 budget, but funding would be needed in FY25.

Current: Police Records Specialist – Part Time (Vacant)

Work Week: 20 hours

Grade: N/A

Hourly Rate: \$17.77

Proposed: 1540 - Police Records Specialist – Full Time

Work Week: 40 Hours

Grade: AFSCME 1540 – 8/9

Hourly Rate: \$18.30 - \$19.26 (Depending on Experience)



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

Topic:

Update on Development Activity – *Kathleen Maher, Director of Planning and Code Administrator and Doug Reaser, Economic Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Feb_6_Update_on_Dev_Activity.pdf

Description

Update on Development
Activity



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director
Doug Reaser, Economic Development Manager

DATE: January 30, 2024

SUBJECT: Update on Development Activity

Staff will be present at the February 6 work session to provide an update on development activity in the city. Staff provided a similar presentation to the Land Use Council on January 4, so the City Administrator requested we share it with the Mayor and Council.

Attached is a variation on the chart that was shared with the Land Use Council and maps of the residential projects and some of the commercial projects. A powerpoint with drone photos will be shared at the meeting.

Attachments

C: Steve Bockmiller, Zoning Administrator/Development Review Planner
Blaine Mowen, Chief Code Official
Paul Fulk, Neighborhood Services Manager
Directors Team

Development Activity in the City of Hagerstown

Road Improvement Projects

Project	Developer	Location	Description	Status
Professional Court/Blvd	County	Professional Court	Widen road with Eastern Blvd intersection improvements to allow connection to new bridge and Professional Blvd. <i>(ARC grant)</i>	Opened in mid-January.
Widening of R. Paul Smith and Construction of Lois Harrison Blvd	Currwood developer	R. Paul Smith Blvd and Harrison Tract	Widen existing R. Paul Smith Blvd to four lanes and construct new four lane road out to Dual Highway. New signals on Dual Highway and Edgewood Drive. <i>(Public/private partnership)</i>	Close to finished; weather dependent on finishing road surface.

Downtown Development and Revitalization Activity - Under Construction

Project	Developer	Address	Development Plan	Status
Hagerstown Multi-Use Sports and Events Facility	Maryland Stadium Authority	60 W. Baltimore Street	New 3,000+ seat stadium and events facility. To be home of The Flying Boxcars, an Atlantic League professional baseball team.	In progress. May 2024 Completion is the goal.
Hub City Garage	City of Hagerstown	W. Antietam Street	398 space parking deck	In progress. May 2024 Completion is the goal.
Adaptive Re-Use of M&T Bank	City of Hagerstown	32 N. Potomac Street	Adapt building for relocation of City's Customer Service and Billing operations and Department of Community & Economic Development.	In progress. Spring 2024 Completion
Updegraff Building	Blackthorn Capital Partners	49-53 W. Washington Street	Baile Bagels and Baile Cask & Kettle brewery in storefront area; 21 apartments above	Completed end of March 2024
Hub City Brewery	MarketPlace LLC	25 W. Church Street	Convert City Market House to brewery	Open by end of 2024

Commercial and Industrial Districts - In Progress Development

Project	Developer	Address	Development Plan	Status
Light Business Park	Lyles	Cameo, Omega, Imperial, and Dynasty	Infrastructure built. Lots available for office buildings.	5 buildings built. 10 lots remain. Renewed interest with Professional Blvd opening.
HCC Bowman Workforce Training Center	HCC	562 Northern Avenue	Adapt old Gold's Gym into workforce training center for HCC	Permit issued.
Hagerstown Field House	City of Hagerstown	290 Memorial Blvd	116,000 sq.ft. indoor courts and fields recreation facility	Ground-breaking Dec 12, 2023. End of 2024 completion.
Boys and Girls Club	Boys and Girls Club	805 Pennsylvania Avenue	Demo several buildings to create new 29,290 sq.ft. facility for Boys and Girls Club	Site cleared.
Currwood Logistics Park	MCB Hagerstown LLC	210-242 Breaker Drive	Two new warehouses (1.93 million square feet) on former cornfield off Edgewood and Howell Road	Secured tenant for building one and seeking shell U&O. Building two shell under construction.
Western Maryland Logistics Center	GVP Hagerstown LLC	2 Western Maryland Parkway	New 267,424 sq.ft. warehouse	Shell U&O. Your Logistics has signed a lease for almost half of the space.
Lowe's Distribution Center	Lowe's	990 Wesel Blvd	206,155 sq.ft. addition	Permit issued.
Northpoint Building 4	Northpoint	790 Wesel Blvd	New 215,280 sq.ft. warehouse	Shell U&O. Pac Pride has signed a lease for the back half of the building.
Pangborn Park Mini-Warehousing	Jeff Crampton	580 Pangborn Blvd	Mini-warehousing facility on the impervious areas from the Pangborn factory	In Progress
Sheetz Convenience Store with Gas Sales	Sheetz	1501 Potomac Avenue	Demo old Sears and construct a new Sheetz	Demo of old Sears underway

Commercial and Industrial Districts - Pending Development

Project	Developer	Address	Development Plan	Status
Hager Hall, Barefoot Bernies, Cacune Cantina Property	New owner	901-913 Dual Highway	Commercial redevelopment	Expected completion in last half of 2024.
Flex Building	Fulton	967 Sweeney Drive	New 40,000 sq.ft. building in Hagerstown Business Park	Site plan approved.
Warehouse	Hagerstown Core Development	520 Western Maryland Pkwy	New 100,000 sq.ft. building beside County Sheriff's Office and Detention Center.	Site plan approved.
5 Star Auto Spa	20 Eastern Blvd	20 Eastern Blvd	Redevelop former Supreme Block site to a new car wash	Site plan approved.

Car Max	Car Max	1921 Dual Highway	New Car Max beside Hamilton Nissan.	Site plan approved.
Gerber Collision and Glass	Vision Development & Construction	410 Dual Highway	Redevelop former Venice motel site for new car repair facility	Site plan approved.
East Coast Express	East Coast Express	905 Mt. Aetna Road	Redevelop former MELP site for new vehicle repair enterprise.	Site plan approved.
Carolee Investments Tract (Harrison)	Under contract	Lois Harrison Drive and Dual Highway	Concept plan under development.	Opening of widened R. Paul Smith and Lois Harrison Drive makes this tract more suitable for development.

Residential Developments - In Progress

Project	Developer	Address	Development Plan	Status
Greenwich Park	Wes Churchey	Off Mt. Aetna Road	Semi-detached units. All final platted. 18 units left to be built.	In progress.
Kilpatrick Woods	PB Hagerstown Owner LLC	Off Salem and Maugansville Rd	Development Plan approved for 241 modular homes for workforce housing. Final plat recorded for 107 units. Infrastructure in for Phase 1A.	First 8 permits issued for Connecticut Avenue extended.
Virginia Commons, Phase 1	D.R. Horton	Extension of Armstrong, Moller, and Marion	Final plat approved for 36 single-family detached homes.	Earth disturbance underway
McCleary Hill	HHA and partner; and Habitat for Humanity	Off Insurance Way and W. Washington Street	HHA development is complete. Habitat has completed 4 houses and has 1 other under construction. 13 other lots available for single-family homes by Habitat.	In progress - last 14 lots.
Martin Heights	HHA and partner	Noland Drive	Redevelopment of Noland Village. Phase I - demo 70 units, rehab 80 units, construct 48 new apartments in two buildings.	Demo underway. Rehabs to begin later in 2024.

Residential Developments - Pending

Project	Developer	Address	Development Plan	Status
Brookmeadow Towns	Zenith Construction	Off Security Road	119 townhouses	Development plan approved. Final plat pending.
Fountainhead West	?	Off Haven Road	243 units - mix of single-family detached units and townhouses	Development plan approved. On Hold?
Bostetter Tract	___?___/NVR	Off Broadfording & McDade	190 single-family detached units	Concept plan approved.
Reese Farm	Cavalier Development/NVR for townhouses	Off Beaver Creek & Emmert	128 Townhouses on south half of farm. Multi-family proposed for north half.	Concept plan approved for townhouses.
Virginia Commons - Annexed Tract	D.R. Horton	Off Virginia Avenue	Single-family homes	Concept plan in development.
Scarlet Hills	Paul Crampton	Off S. Potomac Street	36 apartments	Site plan approved in 2006.
The Reserve at Collegiate Acres	New owner	Off Terps Blvd	124 apartments	Site plans approved in 2013.
Lorich Tract (behind IBM Bldg)	Under contract	1912 Day Road	Mixture of housing types on N-MU zoned land.	Concept plan in development.

Annexations

Project	Developer	Address	Development Plan	Status
55 Oak Ridge Drive, Bldg 1	JDA	55 Oak Ridge Drive	1.2 million sq.ft. warehouse.	Public hearing in March.
State Properties South of 55 Oak Ridge Drive	Existing	I-70 ROW, 18320 and 18306 Col. Henry K. Douglas Drive, and Col. Henry K. Douglas Drive ROW.	Existing State-owned properties and road rights-of-way.	Public hearing in March.
Blaine Annexation	None	Off McDade and Swan Rd	RMED zoning - no plan.	Approval of resolution later in February.
Historic Heights Homes, LLC	Emad Hassan	Off Southern Blvd	Duplexes and a single-family home.	Annexation process begins in February.

PCAD, 1/30/2024

City of Hagerstown Residential Developments



Legend

STATUS

- IN PROGRESS
- IN PLAN REVIEW
- PENDING

Num	STATUS	ProjectName
1	IN PROGRESS	Greenwich Park
2	IN PROGRESS	Kilpatrick Woods
3	IN PROGRESS	Virginia Commons, Phase 1
4	IN PROGRESS	McCleary Hill
5	IN PROGRESS	Martin Heights
6	IN PLAN REVIEW	Bostetter Tract
7	IN PLAN REVIEW	Reese Farm Towns
8	PENDING	Reese Farm Multi-Family
9	IN PLAN REVIEW	Brookmeadow Townhomes
10	PENDING	Virginia Commons
11	PENDING	Lorich Tract
12	IN PLAN REVIEW	Collegiate Acres
13	IN PLAN REVIEW	Scarlet Hills
14	IN PLAN REVIEW	Fountainhead West

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

Topic:

Annexation: Blaine Properties, LP A-2023-02 – *Kathleen Maher, Director of Planning and Code Administrator and Joanna Wu, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Packet_Feb_6.pdf

Description

Blaine Memo and
Resolution



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner
Kathleen A. Maher, Director

DATE: February 4, 2024

SUBJECT: A-2023-02 Blaine Properties, LP Update

Background

Burkentine Real Estate Group submitted an annexation petition back in February 2023 to annex the property owned by Blaine Properties, LP that fronts McDade Road and Swann Road and adjoins Hager's Crossing in the city. The Mayor and City Council introduced the Annexation Resolution and approved the Annexation Plan at the Regular Session on March 28, 2023. A public hearing was held on May 23, 2023.

Zoning Review with the County

MDP determined that the requested zoning for this annexation needed express approval from Washington County since the proposed RMED zoning would allow for a substantially greater density than the current RT zoning in the County.

Knowing school capacity would be a concern for the County, the applicant raised the idea of redistricting to the Clear Spring attendance zones (west of Greencastle Pike) with WCPS staff, however at the time it seemed not possible to get on a BOE agenda to discuss a redistricting proposal.

The applicant attended the July 11 County Commissioners meeting to discuss express approval of the proposed City zoning with the Commissioners. After a lengthy discussion with the applicant with concerns expressed about school capacity, the Commissioners tabled the discussion to allow input from staff. Burkentine prepared a report on the revenue and infrastructure improvements the development would bring as well as a proposal for financial payment for schools and planned to request placement on an agenda in late September. In mid-October word came down that the Commissioners refused to allow it back on the agenda. Refusal to act equates to refusal to grant express approval of the zoning. State law would then require a five-year delay on use of the proposed City zoning. As a result, Burkentine withdrew their contract on the property.

Property Owners' Request

Planning staff reached out to the property owners in December 2023 to inform them of the potential actions they may take. The owners agreed to move forward with the annexation even though they no longer have a buyer. Annexation now will position the property for future purchase when the RMED zoning can be used in 5 years. Staff received a letter on January 8, 2024 from the property owners consenting to continuing the annexation.

Consent from 25% of registered voters was also obtained. Staff learned that one of the houses on the tract is occupied with registered voters at 12421 McDade Road. The other house was reconfirmed by the

owner as vacant. The property owner received consent for the annexation from their 12421 tenants. The exhibit is attached to the resolution.

A-2023-02: McDade Road and Swann Road – Tax Map 36 Parcels 12, 315, 319, and 430

- ±28.347 acres
- Contiguous to the City
- Within the MRGA, UGA, and PFA
- County Zoning: RT (Residential Transition)
- Proposed City Zoning: RMED (Residential-Medium)
- Property fronts McDade Road and Swann Road
- Water will be served by the City
- Wastewater will be served by connection to infrastructure in Hager's Crossing (JSSA at present) or through the County's new main in McDade Road
- Public safety will be provided by City Police, City Fire, and Community Rescue Service
- Electric will be provided by Potomac Edison

Next Steps

If the Mayor and Council are ready to move forward with this annexation request, it will be placed on the February 27, 2024 regular meeting. If the resolution is approved, the annexation becomes effective in 45 days and the 5-year time-period will begin for delay of use of the City's RMED zoning.

Attachments: Resolution

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Sections 4-40, et seq. of the Local Government Article of the Annotated Code of Maryland (hereinafter “Local Government Article” to enlarge the corporate boundaries of the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, by adding or annexing to said corporate boundaries areas immediately adjacent and adjoining the present corporate boundary.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under Section 4-404 of the Local Government, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, the proposal to enlarge the corporate boundaries of the City of Hagerstown by adding or annexing thereto the below described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition for Annexation of +/- 28.347 acres McDade Road Into the City of Hagerstown, submitted to this legislative body on February 24, 2023, by Burkentine Real Estate Group, LLC, and signed by the requisite number of persons as prescribed and set forth in Section 4-404(a) of the Local Government Article, as residents, registered voters, and/or owners of the realty contained within the area to be annexed; the Petition being incorporated herein by reference as if set forth herein and made a part hereof; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and George R. Jones and Rhonda Jones are the only residents of “Blaine Properties, LP”, and both George R. Jones and Rhonda Jones have agreed and consented to the annexation as exhibited in the attached Consent, **See Exhibit 4 – Consent of Resident Registered Voters;**

WHEREAS, all other necessary documents have been introduced, and will be made available for public viewing, and made available for discussion at the public hearing to held on May 23, 2023; and

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition, and has ascertained that the requirements of Section 4-404(b) of the Local Government Article have been met; and

WHEREAS, the Petition for Annexation meets all requirements of the law, and pursuant to Section 4-406(d) of the Local Government Article, the Annexation shall be referred to the appropriate State, Regional and County planning authorities; and

WHEREAS, in accordance with City practice in processing annexations, the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhoods and vicinities of the areas, and have approved the same and that the rezoning of said tract of land is proper and desirable under all the circumstances and should be accomplished at this time; and

WHEREAS, pursuant to Section 4-416(b) of the Local Government, the annexed area can be developed using City zoning five years after the annexation because there is no express approval of a change in zoning from the County Commissioners.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, that the boundaries of the City, pursuant to the provisions of MD Code, Local Government §4-401, et seq., be and the same are hereby amended and enlarged so as to annex and include within said City all that certain area of land contiguous to the corporate limits of the City and being more particularly shown and described as the “Lands of Blaine Properties LP and Edward A. Blaine Revocable Trust of 1991” on the plat entitled “Plat of Annexation Lands of Blaine Properties LP and Edward A. Blaine Revocable Trust of 1991,” prepared by Fox & Associates, Inc., dated February 8, 2023 which is attached hereto and incorporated herein as Exhibit 1, and more particularly described by the metes and bounds description attached hereto and incorporated herein as Exhibit 2.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have zoning classification of RMED (Residential-Medium Density) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 3.

AND BE IT FURTHER RESOLVED, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions, and policies.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum hereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL BY THE MAYOR AND THE CITY COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Tekesha Martinez
Mayor

Date Introduced: March 28, 2023
Public Hearing: May 23, 2023
Date of Passage: February 27, 2024
Effective Date: April 12, 2024

SURVEYORS CERTIFICATION

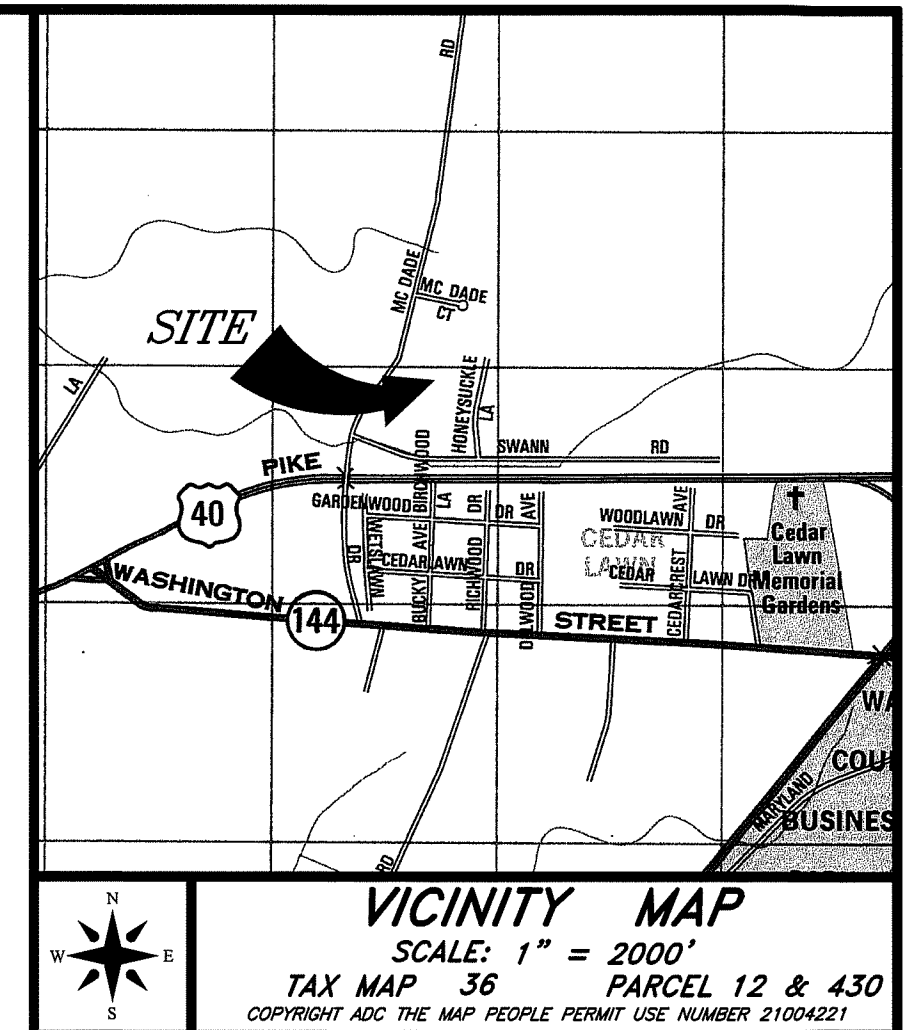
I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.

02/13/2023
DATE

GEORGE E. NAGEL
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 21052
EXPIRATION/RENEW DATE: 8/24/2024

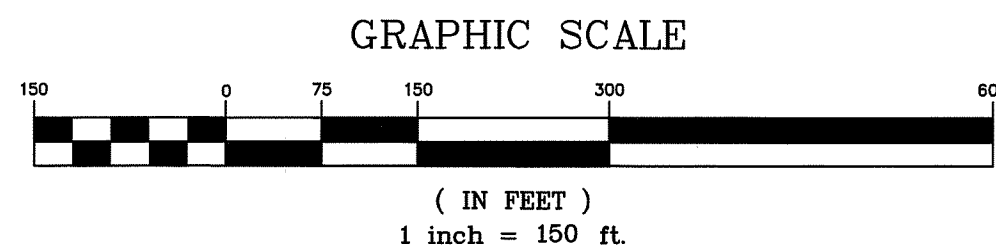
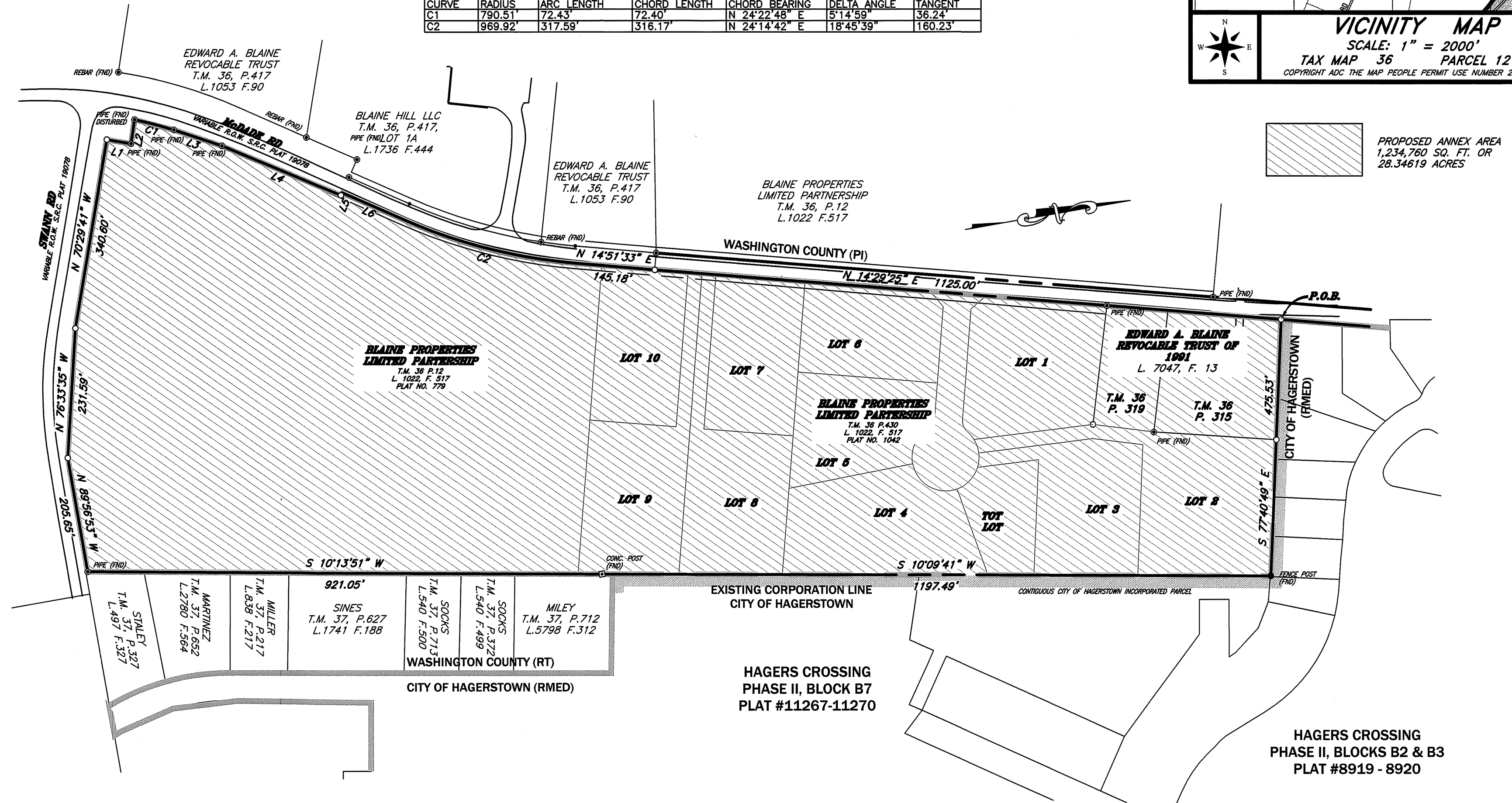


EXHIBIT #1



LINE	BEARING	DISTANCE
L1	N 19°30'19" E	44.02'
L2	N 71°43'55" W	43.49'
L3	N 28°24'21" E	90.92'
L4	N 32°20'58" E	230.36'
L5	N 55°50'12" W	5.05'
L6	N 33°37'30" E	118.52'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	790.51'	72.43'	72.40'	N 24°22'48" E	5°14'59"	36.24'
C2	969.92'	317.59'	316.17'	N 24°14'42" E	18°45'39"	160.23'



PLAT OF ANNEXATION
LANDS OF
BLAINE PROPERTIES LIMITED PARTNERSHIP & EDWARD A. BLAINE REVOCABLE TRUST OF 1991
SITUATE ALONG THE EAST SIDE OF McDADE ROAD AND NORTH OF SWANN ROAD
WASHINGTON COUNTY, MARYLAND

SHEET No. 1 OF 1

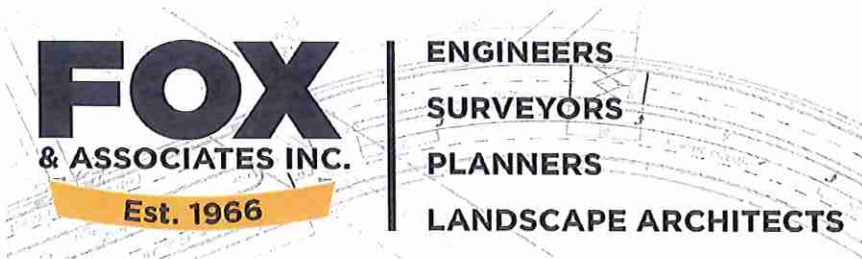
DRAWN BY: AMS
CHECKED BY: GEN
SCALE: 1" = 150'

DATE: 8-19-22
DATE: 2-8-23

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
981 MT. AETNA ROAD
HAGERSTOWN, MARYLAND 21740
PHONE: (301)733-8503
FAX: (301)733-1853

FOX & ASSOCIATES, INC.
EST. 1966
82 WORMAN'S MILL CT. STE. 'G'
FREDERICK, MARYLAND 21701
PHONE: (301)695-0880
FAX: (301)293-6009

DISTRICT 13
TAX MAP No. 36
DWG. No. C-3772



981 Mt. Aetna Road
 Hagerstown, MD 21740
 Phone: 301-733-8503
 Fax: 301-733-1853
 Email: foxhagerstown@foxassociatesinc.com

August 30, 2022

**DESCRIPTION OF
 THE OF PART OF THE LANDS OF
 BLAINE PROPERTIES LIMITED PARTNERSHIP &
 ALL OF THE LANDS OF EDWARD A. BLAINE
 REVOCABLE TRUST OF 1991**

Liber 1022, folio 517; Liber 7047, folio 13

Situate west of McDade Road and north of Swann Road in District Number 13, Washington County, Maryland.

Beginning at a point in the eastern right of way for McDade Road, said point being the northwest corner of Parcel 1 as described in a deed from Patricia A. Harbaugh to Cynthia B. Griswold, Successor Trustee of Edward A. Blaine Revocable Trust of 1991, dated June 24, 2022 and recorded in Liber 7047 at folio 13 among the Land Records of Washington County, Maryland, thence with the northern line of Parcel 1 and the northern line of Lot 2 as graphically shown on a plat entitled "Section 1, McDade Farms", recorded as Plat Number 1042 among the said land records,

- | | |
|---------------------------|---|
| 1) South 77° 40' 49" East | 457.53 feet to a fence post found at the northeast corner of Lot 2, thence with the eastern line of the Lot 2, Lot 3, the Tot Lot, Lot 4, Lot 8, and a portion of Lot 9 as graphically shown on Plat Number 1042 |
| 2) South 10° 09' 41" West | 1,197.48 feet concrete post found, said post graphically shown as the northeast corner of Lot 2 on plat entitled "Lots 1 & 2, McDade Farms", recorded as Plat Number 779 among the aforesaid land records, thence with the remaining eastern boundary of the aforesaid Lot 9 (Plat Number 1042) and the eastern line of Lot 2 |
| 3) South 10° 13' 51" West | 921.05 feet to a pipe found at the southeast corner of Lot 2, said pipe being along the northern right of way for Swann Road, thence with the northern right of way for Swann Road the following five (5) courses; |
| 4) North 89° 56' 53" West | 205.65 feet, thence |
| 5) North 76° 33' 35" West | 231.59 feet, thence |
| 6) North 70° 29' 41" West | 340.60 feet, thence |
| 7) North 19° 30' 19" East | 44.02 feet to a pipe found, thence |
| 8) North 71° 43' 55" West | 43.49 feet to pipe found along the western right of way for McDade Road, thence with the western right of way for McDade Road the following eight |

(8) courses; the first being a non-tangent curve to the right, having a radius of 790.51 feet, an arc length of 72.43 feet, a delta of $05^{\circ} 14' 59''$, and a chord of

- | | |
|--------------------------------------|--|
| 9) North $24^{\circ} 22' 48''$ East | 72.40 feet to a pipe found, thence |
| 10) North $28^{\circ} 24' 21''$ East | 90.92 feet to a pipe found, thence |
| 11) North $32^{\circ} 20' 58''$ East | 230.36 feet, thence |
| 12) North $55^{\circ} 50' 12''$ West | 5.05 feet, thence |
| 13) North $33^{\circ} 37' 30''$ East | 118.52 feet, thence by a non-tangent curve to the left, having a radius of 969.92, feet, an arc length of 317.59 feet, a delta of $18^{\circ} 45' 39''$, and a chord of |
| 14) North $24^{\circ} 14' 42''$ East | 316.17 feet, thence |
| 15) North $14^{\circ} 51' 33''$ East | 145.18 feet, thence |
| 16) North $14^{\circ} 29' 25''$ East | 1,125.00 feet to the Point of Beginning. |

Containing 1,234,760 square feet or 28.34619 acres of land, more or less.

Being part of the land conveyed by Edward A. Blaine to Blaine Properties Limited Partnership by deed dated December 31, 1991, and recorded among the Land Records of Washington County, Maryland in Liber 1022 at folio 517 and being all of the lands conveyed by Patricia A. Harbaugh to Cynthia B. Griswold, Successor Trustee of the Edward A. Blaine Revocable Trust of 1991.



George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2024



A-2023-02: Blaine Properties Annexation

EXHIBIT #3

Legend

Zoning Districts

- C2 (Commercial General)
- CG (Commercial General)
- CR (Commercial Regional)
- INST (Institutional)
- IR (Industrial Restricted)
- POM (Professional Office Mixed)
- RH (Residential-High Density)

- RMED (Residential-Medium Density)
- RMOD (Residential-Moderate Density)

Zoning Overlays

- CONVERSION DISTRICT
- LANDMARK
- LOCAL CONVERSION DISTRICT
- PLANNED UNIT DEVELOPMENT

Proposed Annexation - 28.347 acres
RMED Zoning

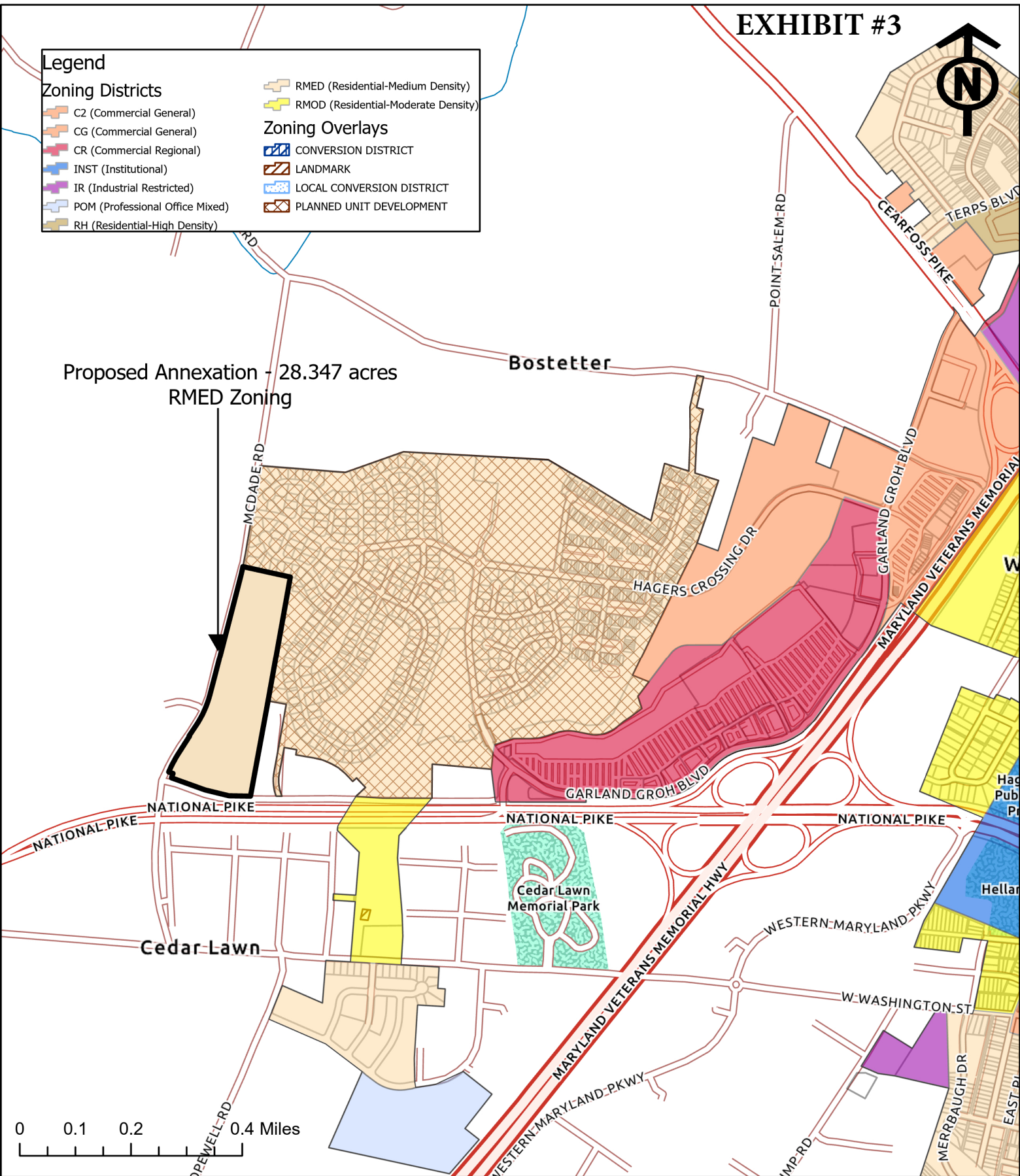


EXHIBIT #4

George and Rhonda Jones

12421 McDade Road
Hagerstown MD 21740

I, George Jones, and my wife, Rhonda Jones, are registered voters who rent and reside at 12421 McDade Road Hagerstown MD 21740. We are aware the property owners have requested annexation of the rental property into the City of Hagerstown and that we are not opposed to the annexation.

The property: 12461 MdDade Rd is located on Tax Map Parcel 0036-0018-0016. The portion of this parcel that is located on the east side of McDade Road is part of the proposed annexation.

George R Jones 2-19-23
George R. Jones Date

Rhonda J. Jones 12-19-2023
Rhonda Jones Date

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

Topic:

Legislative Bills Update – *Scott Nicewarner, City Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: