

# **Mayor and Council Executive Session, Special Session (6th Voting Session), and Work Session March 11, 2025 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"*

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The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

*"The only thing worse than starting something and failing... is not starting something"*  
*Seth Godin, American Author*

## **3:30 PM EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall**

**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.**

## **4:00 PM SPECIAL SESSION**

**4:00 PM** 1. Introduction of an Ordinance: Quit Claim of an Alley Right-of-Way: 528 E. Franklin Street

## **4:00 PM WORK SESSION**

**4:05 PM** 1. Maryland Tech Council – *Kelly Schulz, Chief Executive Officer*

**4:25 PM** 2. 2025 Summer Camp Grant Program - *Eric Deike, Director of Public Works*

**4:35 PM** 3. Wheaton Park Improvements Update - *Jim Bender, City Engineer*

**4:50 PM** 4. Proposed Lodging Out of Doors Ordinance - *Chief "Joey" Kifer*

**5:10 PM** 5. Proposed Text Amendments Related to Cannabis - *Kathleen Maher, Director of Planning and Code Administration*

**5:30 PM** 6. Proposed PUD-R "Planned Unit Development" Overlay Map Amendment - Doub Farm - Landis Road ZM-2024-04 - Public Hearing for March 25, 2025 - *Stephen Bockmiller, Development Review Planner/Zoning Administrator*

**5:50 PM** 7. Commercial Uses and Outdoor Recreation in the POM Zoning District ZT-2024-04 - *Joanna Wu, Planner*

**6:05 PM** 8. Appalachian Regional Commission Funding Request for FY 2026 - *Joanna Wu, Planner*

## **CITY ADMINISTRATOR'S COMMENTS**

## **MAYOR AND COUNCIL COMMENTS**

## **ADJOURN**

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

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**Topic:**

**EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall***

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

March\_11\_\_2025\_Executive\_Session.pdf

**Description**

Executive Session Agenda



# MAYOR AND CITY COUNCIL EXECUTIVE SESSION MARCH 11, 2025 AGENDA

**Vision Statement:**

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

**Mission Statement:**

*“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”*

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The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

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**3:30 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 to Improve City Operations*

2. To discuss:
  - (i) 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 – Board of Zoning Appeals*

**\*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:** March 11, 2025

**PLACE:** Council Chamber, 2<sup>nd</sup> floor, City Hall

**TIME:** 3:30 p.m.

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

1. To discuss:
  - ☒ (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;
- ☒ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☐ 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;
- ☐ 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.
- ☐ 15. Administrative Function

## **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*



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

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**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**

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**Topic:**

Introduction of an Ordinance: Quit Claim of an Alley Right-of-Way: 528 E. Franklin Street

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

Motion\_and\_Ordinance\_-\_528\_E.\_Franklin\_Street\_Quit\_Claim.pdf

Motion and Ordinance - Quit  
Claim for 528 E. Franklin  
Street

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 11, 2025

**TOPIC:** Introduction of an Ordinance – Quit Claim of an alley Right-of-Way

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

**MOTION:** I hereby move for the introduction of an ordinance to quit claim a portion of an unimproved alley right-of-way at the rear of 528 East Franklin Street. The alley was previously quit-claimed in 1973 when the City Council determined that it was no longer needed for a public purpose, but no deed was recorded at that time to convey the right-of-way to this adjoining property.

DATE OF INTRODUCTION: 3/11/2025

DATE OF APPROVAL: 3/25/2025

EFFECTIVE DATE: 4/25/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE MAKING A DETERMINATION  
THAT CERTAIN PROPERTY IS NO LONGER  
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING  
CONVEYANCE TO ADJOINING PROPERTY OWNER**

**RECITALS**

**WHEREAS**, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

**WHEREAS**, the City has an interest in an approximately 10 foot wide, unnamed alley located between and running parallel with East Franklin and Liberty Streets, between Alleys 4-62 and 4-66 (hereinafter the "Alley"); and

**WHEREAS**, on July 2, 1973 the Council voted to relinquish all rights to the Alley and give the adjoining property owners permission to obtain quit claim deeds thereto at their expense; and

**WHEREAS**, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the aforesaid Alley is no longer needed for a public purpose; and

**WHEREAS**, Timothy W. Thompson owns property located at 528 East Franklin Street, Hagerstown, Maryland and adjoining the Alley and has requested that the City execute a quit claim deed vesting him with title to the portion of the Alley adjacent to and adjoining his property; and

**WHEREAS**, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, Timothy W. Thompson, as reflected on the attached Quit Claim Deed;

**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED** as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the Alley remains and is no longer needed for a public purpose.
3. That the Mayor be and is hereby authorized to execute and deliver the Quit Claim Deed, a copy of which is attached hereto and incorporated herein by reference, vesting title of a portion of the Alley in and to the adjoining property owner, Timothy W. Thompson. The description and extent of the property so conveyed is as described on Exhibit A attached to said Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED,** that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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Donna K. Spickler  
City Clerk

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William B. McIntire, Mayor

Date of Introduction: March 11, 2025  
Date of Passage: March 25, 2025  
Effective Date: April 25, 2025

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEYS

**WHEN RECORDED RETURN TO:**

Premier Settlements & Title Services LLC  
223 North Prospect St. Suite 208  
Hagerstown, MD 21740

**THIS QUIT CLAIM DEED**, made this \_\_\_\_, day of \_\_\_\_\_ 2025, by and between **CITY OF HAGERSTOWN**, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, party of the first part, Grantor, and **Timothy W. Thompson**, party of the second part, Grantees.

**RECITAL**

**WHEREAS**, the City has an interest to an “unnamed plated right-of-way (proposed Alley) located to the rear” of properties fronting on Libert Street as well as East Franklin Street;

**WHEREAS**, on or about July 1973, during a meeting of the Mayor and Council of the City of Hagerstown, a Motion of Councilman McCauley voted to relinquish all rights to the Alley and give the adjoining property owners permission to obtain quit claim deeds thereto at their expense;

**WHEREAS**, Timothy W. Thompson is the owner of the improved real property located at 528 East Franklin Street, Hagerstown, Maryland by virtue of a deed dated September 20, 1995, and filed among the Land Records of Washington County at Liber 1231, folio 0422.

**WHEREAS**, it has been determined that no Quit Claim Deed has ever been issued to Timothy W. Thompson, whose property adjoins the Alley.

**WHEREAS**, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on March 25, 2025, passed an ordinance declaring the hereinafter described property, not needed for a public purpose and to confirm the 1973 action.

**WHEREAS**, It has been determined that said area in question has never been utilized by the City and no offer of dedication has been ever been accepted to said alley. The Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in and to said alley to the Grantee herein.

**WHEREAS**, Each and every paragraph of this Recital is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof. Each and every paragraph of the remainder of the Quit Claim Deed is included in this Recital and made a part thereof.

**NOW THEREFORE, WITNESSETH**, THAT for no monetary consideration, the said **Grantor**, hereby grant, bargain sell, convey, quit claim any interest, estate or otherwise, in the hereinafter described property and does hereby release, relinquish and convey all right, title and interest they may have in all that lot or parcel of ground situate in Election District 22, Hagerstown, Washington County, Maryland, and being more particularly described as follows:

All that lot or parcel of land, more particularly described on Exhibit “A” entitled “528 E FRANKLIN ST PROPERTY SKETCH” as the cross-hatched area described as “Strip Available to Southern Lot (528 Franklin St E) to Acquire prepared by the City of Hagerstown on January 21, 2025, and designated as Project Number 83-726-02.

**THIS WITHIN NO CONSIDERATION QUIT CLAIM GRANT IS EXEMPT FROM THE IMPOSITION OF TRANSFER AND/OR RECORDATION TAX PURSUANT TO THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, Tax-Property Article, Section 12-101(e and f)**

The above described property is conveyed together with, and subject to, and all applicable covenants, conditions, reservations and restrictions, limitation, rights of way, streets, alleys, and easements of record.

**TOGETHER** with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, **as sole owner**, in fee simple.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and attested by the City Clerk.

**WITNESS AND ATTEST  
AS TO CORPORATE SEAL:**

**CITY OF HAGERSTOWN**

\_\_\_\_\_  
Donna K Spickler  
City Clerk

By: \_\_\_\_\_ (SEAL)  
William B McIntire  
Mayor

**STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:**

**I HEREBY CERTIFY**, That on this \_\_\_\_\_ **day of** \_\_\_\_\_, **2025**, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B McIntire, who acknowledged himself to be the Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he as such Officer being authorized so to do, executed the foregoing Deed for the purposes therein by signing, in my presence, the name of the City of Hagerstown, by himself as Mayor, and certified that this conveyance is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**I HEREBY CERTIFY**, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

\_\_\_\_\_  
Mary Ann Ferguson





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

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**Topic:**

Maryland Tech Council – *Kelly Schulz, Chief Executive Officer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

2025 Summer Camp Grant Program - *Eric Deike, Director of Public Works*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Summer\_Camp\_Council\_Packet\_March\_2025.pdf

**Description**

2025 Summer Camp Grant  
Program



# CITY OF HAGERSTOWN, MARYLAND

## Public Works Department

[www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director Public Works

DATE: March 6, 2025

SUBJECT: 2025 Summer Camp Grant Program

### MAYOR AND COUNCIL ACTION REQUESTED

Approval of the funding amounts for the agencies listed below for the 2025 Summer Camp Program.

### DISCUSSION

For over 25 years, the City has provided supplemental funding to local agencies that provide recreation services for children of our community by providing summer play camps. In February of 2021, the City Council approved a new policy for awarding the grant funds (Policy PR-103). Potential camp organizations were contacted to submit their applications for review.

Staff reviewed the four (4) agency proposals and ranked them based on policy PR-103. The table below summarizes their requests and staff recommendations.

Agency	Parks Utilized	Est. Children to be Served	Camp Times	Ages of Children	Program Dates	2025 Fund Request	Proposed Funding Level
Boys & Girls Club	City Park, Staley Park Pool	210	8:00am – 4:00pm	6 – 18	6/23 – 8/08/2025	\$20,000	\$19,500
Girls, Inc.	Hager Park, City Park, Wheaton, Pangborn, Pool	150	7:30am – 5:30pm	6 – 18	6/23 – 8/08/2025	\$22,500	\$22,000
Hagerstown YMCA	Pangborn Park, Staley/Pool	400	9:00am – 3:00pm	6 – 12	6/16 – 8/15/2025	\$18,500	\$18,500
R W Johnson Community Center	Wheaton Park, Staley/Pool	50 – 70	8:00am- 4:30pm	6 – 12	6/23 – 8/15/2025	\$15,000	\$15,000
<b>Totals</b>						<b>\$76,000</b>	<b>\$75,000</b>

Public Works Department  
51 West Memorial Blvd.  
Hagerstown, MD 21740  
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division  
351 North Cleveland Ave.  
Hagerstown, MD 21740  
Ext. 169

Parking Division  
25 East Franklin St.  
Hagerstown, MD 21740  
Ext. 479

**FINANCIAL IMPACT**

Funding for the camps is provided in the Recreation Division's operating budget. There is \$75,000 allocated annually in support of summer camps. This is a significant part of the Recreation Division's budget representing approximately 20% of all recreation dollars spent by the City.

Two of the four agencies will be fully funded per their request. The remaining two agencies will almost be fully funded only being short by \$500 each of their requested funding.

**RECOMMENDATION**

Individual contracts will be developed for each agency based on their specific needs and requested funding. A sample of one of those contracts is attached for your review. A resolution and motion document for agency funding will be provided for approval on Tuesday, March 25, 2025.

Att: Policy PR-103  
Summary of Agency Requests  
Sample Summer Camp Contract  
Summer Camp Motion Sheet  
Summer Camp Resolution

C: Parks and Recreation Staff  
Finance Staff  
Andrea Rueckerl

Agency	Camp Location	Parks Utilized	Utilize Potterfield Pool	# Children Serving 2025	# Children Served 2024	Camp Hours	Ages of Children	Dates of Program	2025 Requested Funds	2025 Staff Recommended Funding Level	2024 Requested Funds	2024 Staff Recommended Funding Level	2023 Requested Funds	2023 Staff Recommended Funding Level
Boys and Girls Club	Jim Deaner Ctr Frederick Manor Elgin Station Fletcher Ctr. Pa Ave.	City Park Staley/Pool	Yes	210	190	8AM - 4PM 8 hrs./day	6-18	6/23 - 08/08/2025 wks 7 no wk off	\$20,000	\$19,500	\$20,000	\$19,500	\$15,000	\$15,000
Girls, Inc.	626 Washington Ave.	Hager City Park Wheaton Pangborn Staley/Pool	Yes	150	126	7:30AM - 5:30PM 10 hrs./day	6-18	6/23 - 08/08/2025 wks 7 no wk off	\$22,500	\$22,000	\$22,500	\$22,000	\$22,500	\$18,000
Hagerstown YMCA	Pangborn Park	Pangborn Staley/Pool	Yes	45-50 per week 400 for camp duration	77 unique 342 total during camp	9AM - 3PM 6 hrs./day	6-12	6/16 - 08/15/2025 wks 8 off wk of July 4th	\$18,500	\$18,500	\$18,500	\$18,500	\$18,000	\$18,000
R W Johnson Community Center	Wheaton Park	Wheaton Park Staley/Pool	Yes	50-70	35-50	8AM - 4:30PM 8.5 hrs./day	6-12	6/23-08/15/2025 8 wks no wk off	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Totals									\$76,000	\$75,000	\$76,000	\$75,000		

**Policy Title: Summer Camp Grant Program**

**Policy and Procedure Number: PR-103**

**Mayor and Council Approval Date: February 23, 2021**

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**Program Overview:**

Summer camps are a great opportunity for kids to build life skills. Since the early 1990's, the purpose of the Hagerstown Summer Camp Grant Program ("Program") is to enroll children in summer camp where they can have a fun, safe and rewarding experience. The mission of the Program is as follows:

*Provide a safe, fun, supportive environment in which campers explore new, challenging and educational experiences, learn from positive role models, and have the opportunity to develop social, emotional and physical skills.*

Eligible camps must offer interesting, safe and engaging activities and educational opportunities.

Grants are intended to support the quality and affordability of licensed camps and provide access to those families most in need of the support. Funds are to be used for programming and not for capital expenditures.

Grant funds distributed will not exceed the amount in the City's Recreation Division annual budget. The City Attorney will develop contracts with the agencies for approval by City Council each year. This is a reimbursement program, and agencies must bill the City upon completion of the camp.

**Eligibility:**

In order to be eligible for a grant under the Program, summer camps must be operated by non-profit community-based organization registered as exempt from Federal Income Tax under Internal Revenue Service Code Section 501(c)(3). In addition, all organizations applying for funds must serve low to moderate-income areas located specifically and exclusively within Hagerstown city limits and must be licensed by the Maryland Department of Health.

Recipients of Grants must agree to use a portion of the funds awarded to provide camp scholarships to cover a portion or all of the cost of a summer camp experience.

Applicants may request a maximum of \$250 per child per session to cover the cost of a summer camp experience. Only one application per organization may be submitted.

**Application Procedures:**

To apply for funding under the Program, please submit a PDF of all required documents as an attachment:

1. **Cover Letter:** A one-page cover sheet including the following information: - Name, address, e-mail address, and telephone number of the organization. Include the executive director/CEO, contact person (if different) and a very brief description of proposed camp and the amount of funding requested.

2. **Narrative:** In no more than two typed pages, address the following:
- Description of the organization: mission, history, and goals of the camp.
  - Description of the camp including location, park to be used, number of campers, camp hours, programs offered, budget, matching funds and schedule.
  - Applicable information to address the “Selection Criteria” below
  - Organizational Attachments: Please attach the following items:
    - IRS 501(c)(3) determination letter
    - The most recent audited financial statement
    - Maryland Department of Health license

**Selection Criteria:**

Proposals will be evaluated based on the following criteria, listed by priority:

- (1) The applicant organization must demonstrate strong community support, organizational commitment and the current management team must demonstrate previous experience and ability to operate the camp;
- (2) Utilize a park or parks owned by the City of Hagerstown;
- (3) Methods to recruit City-resident children. Camps must be located in low and moderate-income neighborhoods to be considered;
- (4) The proposal should clearly state how many individual youth will be attending the proposed camp. Submit a full budget based upon realistic costs and a total request amount (based on no more than \$250 per camper per session). Requiring a *minimal* payment (\$10 per week or more) by each camper will strengthen the proposal;
- (5) Provide diverse activities including: sports, recreation, (such as hiking, swimming at Potterfield Pool, etc.), educational (STEM, literacy training) and field trip opportunities;
- (6) Program must run for a minimum of seven (7) full weeks (during the months of June-August), operate Monday thru Friday, for at least six (6) hours per weekday; and
- (7) Provide written plan of security and safety of play.

City staff will review the proposals and submit a recommendation to City Council for approval. Staff will recommend that the proposal receiving the highest score (based on the selection criteria above) will be funded first; second highest score funded second; and so on until the annual budget is exhausted.

*The City reserves the right to direct deviation from or make edits to this policy in whole or in part at any time.*

Approved By:

---

Rodney Tissue, Director

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Date



**CONTRACT  
FOR THE PROVISION OF  
Summer Camp Programming**

**Between**

**THE CITY OF HAGERSTOWN**

**AND**

**THE BOYS & GIRLS CLUB OF WASHINGTON COUNTY, INC.**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Hagerstown, and The Boys & Girls Club of Washington County, Inc. hereinafter "Contractor".

1. **Work Effort.** Contractor hereby agrees to provide the services described and defined in the program proposal submitted by Contractor which is attached hereto and incorporated herein by reference.
2. **Purpose of Contract.** The purpose of this Contract is to provide four (4) summer play camp sites at the Jim Deaner Center, Frederick Manor, Elgin Station and Fletcher Center locations and various City parks. The programs will be conducted Monday-Friday, **June 23 – August 8, 2025**. It is proposed that two hundred ten (210) children (ages 6-18) will be served. A program fee will be charged to those that can afford it, and there are scholarship subsidies available.
3. **Contract Period.** This Contract shall commence as of **June 23, 2025, and shall terminate on August 8, 2025**. Any renewal of this Contract is subject to available funding and performance by Contractor satisfactory to the City of Hagerstown.
4. **Compensation and Invoicing.**
  - A. For the provision of services described above, Contractor shall be compensated monthly as specified under Section 5.
  - B. Contractor shall invoice the City of Hagerstown on a monthly basis for work satisfactorily completed and costs actually incurred. Each invoice must include a description of the number of participants receiving services, and the services performed and costs incurred on a daily or "fee for service" type basis, for the period covered by the invoice. Contractor's invoices shall be sent to: City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave., Hagerstown, MD 21740, will be reviewed and verified for work accomplished as set forth in the statement of work and when certified as acceptable, will be forwarded to the Accounting Department for payment.

- C. In the event of dispute, the City of Hagerstown reserves the right to withhold payment of the disputed amount until such time as the dispute is resolved, the deficient work corrected, or settlement is achieved through other means.

5. **Consideration, Payment, and Performance:**

- A. **Billing.** Contractor shall bill monthly based upon the actual expenditures incurred during the preceding month in accordance with the approved expenditures set forth in the Budget. All Summer Camp programming forms prepared by the City of Hagerstown must be completed by the Contractor in accordance with the required information and accompany the monthly invoices. Monthly invoices must be received by the City of Hagerstown, Parks & Recreation Division, by the 10<sup>th</sup> day of the month following the month for which the invoice is submitted. The Contractor may receive, upon request, an initial drawdown in an amount not to exceed 5% of the funding award, which shall be applied against monthly invoices. Once invoices of actual expenditures exceed the initial drawdown, payments will be made. The maximum sum which Contractor may receive under this Contract for both sites is **\$19,500.00**, the total sum of the funding award.
- B. **Payment to Contractor.** Payment to the Contractor pursuant to this Contract in excess of any drawdown shall be due and payable within thirty (30) days after receipt by the City of Hagerstown of a proper invoice from the Contractor.
- C. **Unauthorized Expenditures.** Contractor's unauthorized expenditures shall be the sole and exclusive responsibility of the Contractor. Unauthorized expenditures include but are not necessarily limited to:
- 1) those which cause total expenditures to exceed the amount of the approved budget;
  - 2) unbudgeted expenditures;
  - 3) those which differ from the approved budgeted amount; and
  - 4) those which are at variance with an explicit provision of this Contract.
- D. **Reconciliation.** Reconciliation is a fiscal resolution of the Contract pending audit, usually conducted at the termination of the Contract period and at the end of the City of Hagerstown's fiscal year. Reconciliation is based upon reported expenditures and income, subject to correction by the City of Hagerstown. Reconciliation will be conducted in accordance with the terms of the Contract. Based on the review of the final report, any funds due to the City of Hagerstown or the Contractor are due at the conclusion of the reconciliation. Any funds not expended or appropriately retained within the fiscal year must be refunded to the City of Hagerstown.

It is understood and agreed that the City of Hagerstown, its officials, agents, servants, and employees, shall not be responsible for the financial records of the Contractor and shall not be liable for any acts or omissions of the Contractor, its subcontractors, agents, or assignees committed in connection therewith.

E. Audit. The Contractor agrees that the City of Hagerstown and/or its authorized representatives for a period of five (5) years after complete performance or earlier termination of this Contract shall have access to and the right to audit all documents pertaining to the operation of the Contractor's Summer Camp Program.

6. **Budget Modification.** The Contractor may request a budget modification to reallocate the existing budget at any time prior to the expiration of the Contract. A modification does not affect the amount of the award but may affect the amount available for other services. The Contractor must submit a request to the City of Hagerstown Parks & Recreation Division for budget modification:

- 1) Whenever a change would affect any of the following controlled line items reported on the approved budget:
  - a) total salaries, consultant, and/or fringe costs increased by 5% of the budgeted amount
  - b) equipment increases over the budgeted amount; and
  - c) purchase of service increases over the budgeted amount and/or renovation or remodeling increases over the budgeted amount;
- 2) Whenever a new estimate of third-party income (including fee collections) is over or under the previous estimate of incomes by 5%; or
- 3) To purchase additional items or substitute items that were not included in the approved budget.

A request for budget modification must be submitted for approval to the Parks & Recreation Division in writing with supporting documentation.

7. **Program Modifications.** No program changes will be authorized without the written approval of the City of Hagerstown and the Contractor. Properly authorized program modifications will become an addendum to this Contract. The City of Hagerstown hereby designates the Director of Public Works to approve or disapprove any program modifications pertaining to a change to a personnel position listed on the approved budget, including a salary reduction or increase, a change which affects the project scope such as a change in target population or services to be provided, or a change in the dates of the program duration.

8. **Equipment.** All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years which is purchased with funds received under this Contract ("Capital Equipment"), shall be the property of the City of Hagerstown and shall be conspicuously labeled by Contractor immediately after its purchase as "Property of the City of Hagerstown, Maryland." Within ten (10) days of the termination or expiration of this Contract, including any renewal period, Contractor shall furnish the City of Hagerstown with a written inventory of all Capital Equipment acquired under this Contract. If the City of Hagerstown does not take physical possession of an item of Capital

Equipment after the date of termination or expiration of this Contract, including any renewal period, that item of Capital Equipment shall automatically become the property of Contractor at the end of that twelve-month period.

9. **Program Evaluation Contract and Reporting.** The Contractor will be evaluated bi-monthly by the Director of Public Works. Bi-monthly program reports submitted by the Contractor will be included in the bi-monthly evaluation. Both the Contractor and the Parks & Recreation Division will maintain copies of the evaluation reports.
10. **Meetings.** When requested by the Director of Public Works, selected Contractor personnel shall attend meetings, conferences and presentations with the City of Hagerstown staff, public agencies, private organizations and others concerned with this project.
11. **Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel needed to perform the services required to be performed by it under this Contract.
12. **Conflict of Interest.**
  - A. No official or employee of the City of Hagerstown, who exercises any functions or responsibilities in reviewing or approving the award or performance of this Contract during his/her tenure or one year thereafter shall have any personal interest, direct or indirect, apart from official duties, in this Contract or the proceeds thereof.
  - B. Contractor covenants that neither it nor any of its employees has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
13. **Execution of Contract.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.
14. **Ownership and Dissemination of Information.** During the term of this Contract and thereafter, Contractor shall not release any information related to the services or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the City of Hagerstown, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the City of Hagerstown.
15. **Sanctions upon Improper Acts.** If Contractor, or any of its officers, partners, principals, or agents, or if any employee of Contractor acting with Contractor's acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract

may be terminated at the option of the City of Hagerstown. In the event of a conviction occurring after the expiration or termination of this Contract, Contractor shall be liable for the refund of all fees or profit paid under the Contract which is directly related to the criminal conduct.

16. **Miscellaneous Provisions.**

- A. Applicable law. The interpretation, performance, and enforcement of this Contract shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.
- B. Amendments and Waivers. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract is superseded by this Contract. Any amendment, Program Modifications, or Budget Modifications to this Contract must be made in writing and signed by both parties, subject to any additional approvals required by State law.

No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action or inaction of a party.

- C. Non-Discrimination in Employment. Contractor affirms and agrees that in relation to employment and personnel practices, it does not and shall not discriminate on the basis of race, age, religion, color, national origin, gender, sexual orientation, marital status, or physical or mental disability (except for such disability which reasonably precludes the performance of such employment). Contractor will take affirmative action to ensure that employees are hired and treated during employment without regard to said factors.

In addition, Contractor further certifies that it now complies and will continue to comply with all federal, state and local laws and regulations pertaining to equal employment opportunity and equal employment practices.

- D. Contingent Fee Prohibition. Contractor warrants that it has not employed or retained any person, or entity, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, or entity, any fee or any other consideration contingent on the making of this Contract.
- E. Non-Availability of Funding. If the City of Hagerstown fails to provide funds or if funds are not otherwise made available for the performance of this Contract, this Contract shall be cancelled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of this Contract will be to discharge both Contractor and the City of Hagerstown from future performance of the Contract, but not from their rights and obligations existing at the date of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The City of Hagerstown shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract.

- F. Termination for Cause. If Contractor fails to perform any of its obligation under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the City of Hagerstown may terminate this Contract upon thirty (30) days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The City of Hagerstown shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of such a termination notice.
- G. Retention of Records. Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the City of Hagerstown hereunder and shall make them available for inspection at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (CFR), Part 420, Contractor shall retain until the expiration of five (5) years after the services are furnished under this Contract such books, documents, and records as required by those regulations. This provision shall survive the termination of this Contract, by expiration or otherwise.
- H. Compliance with Laws. Contractor hereby represents and warrants that it shall comply with all federal, state and local laws, regulations, policies and ordinances applicable to its activities and obligations under this Contract, including but not limited to the Americans with Disabilities Act of 1990, Public Law 101-336, as amended; and that it shall obtain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

Contractor further agrees to comply with all federal, state, and local laws, regulations, policies and ordinances as are applicable subsequent to the termination of this Contract, by expiration or otherwise, including those specifically related to confidentiality of records and information and to retention of records. Contractor understands, acknowledges and agrees that this provision shall survive the termination of this Contract, by expiration and otherwise.

- I. Liability for Lost Data. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of Contractor, the Contractor shall be solely responsible for recreating such lost data or records.
- J. Subcontracting/Assignment. Contractor may not subcontract or assign any portion of its services to be provided under this Contract without prior written approval of the City of Hagerstown.
- K. Indemnification/Non-Liability. Contractor shall save and hold harmless and indemnify the City of Hagerstown against any liability and shall pay all judgments rendered against it for any and all loss or damage of whatever kind and nature, and for any suits, actions, or claims of any character arising from or as a consequence of the performance of Contractor under this Contract, up to the amount for which the City of Hagerstown is found liable under the Local Government Tort Claims Act, MD Courts and Judicial

Proceedings Code Ann., Sections 5-301, *et. seq.* Contractor shall notify the City of Hagerstown within five (5) days of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations or performance under the Contract and, in addition to the other obligations set out in this Article, shall cooperate, assist, and consult with the City of Hagerstown in the defense or investigation of any claim, suit, or action made or filed against the City of Hagerstown as a result of or relating to Contractor's performance under this Contract.

Contractor shall maintain general liability insurance in a minimum amount of one million dollars per occurrence, two million dollars in the aggregate, naming the City of Hagerstown as an additional insured. Contractor shall also keep in place a commercially reasonable policy of Worker's Compensation Insurance. Contractor shall provide certificates of said insurance to the City of Hagerstown prior to the commencement of this Contract.

- L. Criminal Background Investigation. Contractor shall be responsible for completing criminal background investigations of all staff and volunteers providing service under this Contract, as mandated by law. Contractor shall maintain approved copies of reports of these background investigations in its personnel files and will also be responsible for complying with Family Law Article, 5-550 through 5-558, Annotated Code of Maryland.

In any case where a criminal record is reported, Contractor shall (1) notify the City of Hagerstown by the next work day and (2) take immediate and appropriate action to protect the safety and welfare of the children served hereunder.

- M. Independent Contractor Status. Contractor is an independent contractor and neither Contractor nor its employees, agents, or representatives shall be considered employees, agents or representatives of the City of Hagerstown. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners or joint ventures, or an association of the City of Hagerstown and Contractor. From any amount due Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax shall be the responsibility of Contractor.
- N. Administration. The Director of Public Works for the Parks & Recreation Division will serve as Contract Monitor. The Contractor agrees to permit the Contract Monitor to inspect any and all records of children and families pertaining to this Contract.
- O. Data. The Contractor agrees to observe all state and federal laws and regulations as to the disclosure of information and records on children being served. Written permission must be obtained from the City of Hagerstown prior to use or disclosure of such information.

- P. Word Forms. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.
- Q. Paragraph Headings. Any heading utilized is so used for reference and convenience only and is not intended to define or limit the scope of any provision of this Contract nor affect the interpretation thereof.
- R. Party's Authority. The individual(s) executing this Contract on behalf of Contractor hereby covenant and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Contractor. Parks & Recreation is a Division of the City of Hagerstown and serves as its' agent for all purposes under this Contract.
- S. Recognition of Funding from City. Contractor shall acknowledge funding from the City of Hagerstown in all advertising, promotional materials, and signage.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by affixing hereon their respective seals and signatures of the proper officers. It is recognized by and between the parties that it is necessary for the City to pass a Resolution approving the execution of this Agreement and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Agreement is null and void and of no effect. Otherwise, this Agreement shall be effective on the date on which it is passed and becomes legally effective

Attest

City of Hagerstown

\_\_\_\_\_  
 Witness Mayor Date

\_\_\_\_\_  
 Organization Name (Contractor)

\_\_\_\_\_  
 Officer Signature Date

\_\_\_\_\_  
 Officer Name (Printed)

\_\_\_\_\_  
 Title



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

**DATE:** March 25, 2024

**TOPIC: APPROVAL OF A RESOLUTION: 2025 SUMMER CAMP PROGRAM**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

**MOTION:** I hereby move for the approval of a resolution to authorize the execution of contracts with the Boys and Girls Club; Girls, Inc.; Hagerstown YMCA; and the Robert W. Johnson Community Center to operate summer play camps for the 2025 season. Funding amounts for each camp shall be as follows:

Boys & Girls Club	Nineteen Thousand Five Hundred Dollars (\$19,500.00)
Girls, Inc.	Twenty-Two Thousand Dollars (\$22,000.00)
Hagerstown YMCA	Eighteen Thousand Five Hundred Dollars (\$18,500.00)
Robert W. Johnson Community Center	Fifteen Thousand Dollars (\$15,000.00)

DATE OF INTRODUCTION:	MARCH 25, 2025
DATE OF PASSAGE:	MARCH 25, 2025
EFFECTIVE DATE:	MARCH 25, 2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE  
PROVISION OF SUMMER CAMP PROGRAMMING BETWEEN  
THE CITY OF HAGERSTOWN AND**

- (1) THE BOYS AND GIRLS CLUB OF WASHINGTON COUNTY;  
(2) GIRLS, INC. OF WASHINGTON COUNTY (“GIRLS. INC”);  
(3) THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF HAGERSTOWN,  
MARYLAND, INC. (“HAGERSTOWN YMCA”); AND  
(4) ROBERT W. JOHNSON COMMUNITY CENTER, INC.**

**RECITALS**

**WHEREAS**, The City of Hagerstown, Maryland has previously provided funding for certain summer play camp activities held within the corporate limits of the City of Hagerstown; and

**WHEREAS**, The Boys and Girls Club of Washington County has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at the Jim Deaner Center, Frederick Manor, Elgin Station, the Fletcher Center, Wheaton Park and Potterfield Pool; and

**WHEREAS**, Girls, Inc. has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at 626 Washington Avenue, Hager Park, City Park, University Plaza and Potterfield Pool; and

**WHEREAS**, the Hagerstown YMCA has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at Pangborn Park and Staley Pool; and

**WHEREAS**, the Robert W. Johnson Community Center, Inc. has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at Wheaton Park and Staley Pool; and

**WHEREAS**, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to support all four (4) programs;

**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 aforementioned recitals are incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and Girls Club of Washington County, a copy of which is attached hereto and incorporated herein by reference.

3. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Girls. Inc. of Washington County, a copy of which is attached hereto and incorporated herein by reference.

4. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and The Young Men's Christian Association of Hagerstown, Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference.

5. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Robert W. Johnson Community Center, Inc, a copy of which is attached hereto and incorporated herein by reference.

6. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose 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

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
Salvatore & Morton, LLC, City Attorney

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

---

**Topic:**

Wheaton Park Improvements Update - *Jim Bender, City Engineer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Council\_Memo\_-\_Wheaton\_Park\_Update\_-\_March\_2025.pdf

**Description**

Memo - Wheaton Park  
Project Update



# CITY OF HAGERSTOWN, MARYLAND

Engineering Department

March 11, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer *JMB*

RE: Wheaton Park Improvements update

---

1. Background

The City has been working to implement the master plan for improvements at Wheaton Park. The first phase of these improvements has nearly been completed, and we are in the process of working on the Phase 2 improvements. The purpose of this memo is to update the Council on the status of the overall project.

2. Mayor & Council Action Requested

No Council action is requested; this is just an informational update.

3. Discussion

In 2021, as part of staffs' efforts to fulfill the City Council's strategic plan, the City engaged a landscape architecture firm to develop a master plan for improvements at Wheaton Park. Conceptual plans for potential improvements were developed, and these plans were shared with the Jonathan Street community in the summer of 2021. Based upon public input, the menu of improvement options was whittled down and refined. A draft version of the master plan was reviewed at a public meeting in October, and the final master plan for the park was developed in November 2021 (see attached). The Council gave direction to move ahead with a phased implementation of the master plan in December 2021.

Phase 1 of the project included the demolition of an existing rental dwelling at the northern end of the site along Charles Street; that demolition created space to implement other features of the master plan. A new paved parking lot was constructed, a misting pad was installed, and landscaping was installed at various locations. This work was essentially complete in the spring of 2024; however, there are three interpretive sign panels that remain to be installed near the misting pad, and staff expects them to be completed this spring. The Phase 1 improvements cost approximately \$325,000.

Phase 2 of the project consists of two main elements that were selected by the community: a "natural" play area near the misting pad, and a new performance stage to be constructed on the western edge of the park, between the tennis courts and the bleachers. Installation of the natural play equipment has begun, and staff anticipates that the work will be completed by the end of March (weather permitting). Rubber-like matting will be installed around the equipment to comply with playground safety

standards. A cut sheet from the manufacturer is attached, and shows what the completed play set will look like. The cost for the play equipment was approximately \$116,000.

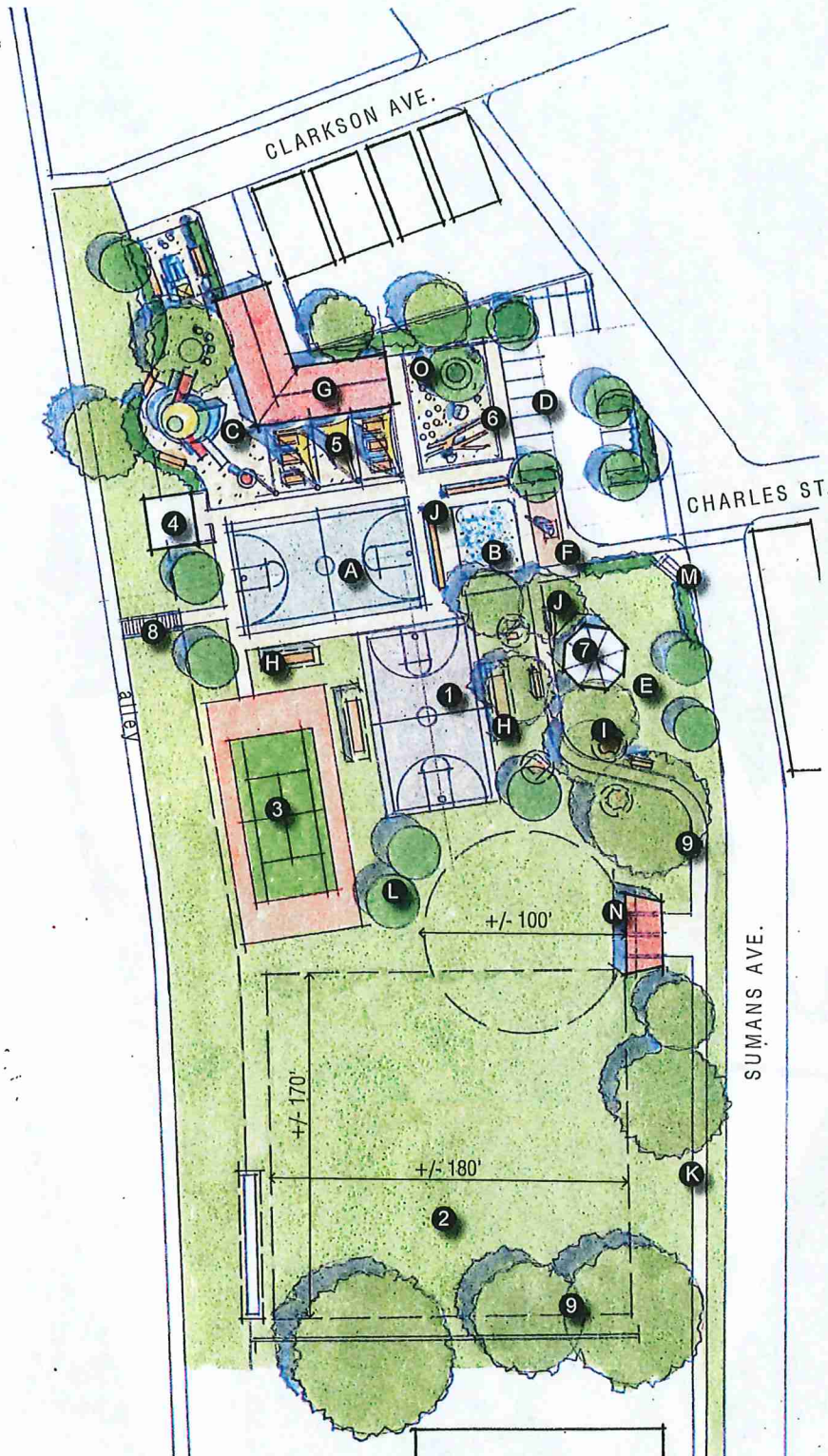
The new stage is nearing final design, and staff anticipates putting the construction contract out to bid within the next six weeks or so. The stage will be similar to the stage at University Plaza, with a 24' x 16' stage floor, a curved metal roof, and steps on the south side of the stage. The floor of the stage will be approximately 2' above the ground, making it easier for event attendees on the football field to see the performers. A new electric service will provide power to stage, allowing for lighting for evening/nighttime events. Staff anticipates the stage will be constructed and completed during the summer of 2025.

The improvements included in Phase 1 and Phase 2 are currently the elements of the master plan that have been selected for implementation. If the community desires other improvements at Wheaton Park, staff will present those requests to the Council; if approved, the City can budget to complete those improvements in a future fiscal year.

attachments: aerial photo showing Phase 1 improvements  
illustration of Phase 2 natural play equipment  
schematic plans of proposed Phase 2 stage

cc: Eric Deike  
Mark Haddock  
Scott Smoot  
Austin Allman





## Overview

- Remove/Reconfigure Existing Picnic Pavilion & Storage Building to Create Space for a New Full Size Basketball Court
- Realign Sidewalk Along East Park Edge - Create a Gathering Lawn/Green Space with New Stage
- Focal Plaza with Misting Pad
- Field & Bleacher Improvements
- Off Street Parking Improvements Off Of Alley & Charles Street
- Playground Upgrades
- New Additional Bandstand/Stage Area
- Provide Seating/Shade & Comfort Areas
- Create Smaller Outdoor Game Pad Areas or Rooms
- Remove House - Add Natural Play Area

## Existing

- 1 Basketball Court  
*Maintenance As Needed*
- 2 Multipurpose Field  
*Seeding/Maintenance As Needed. Replace/Maintain Existing Bleachers Possible Turf Surface*
- 3 Tennis Court  
*Repair/Restore - New Painting (As Needed) Consider Adding Pickle Ball Court Layout*
- 4 Restrooms  
*Maintenance (As Needed)*
- 5 Picnic Pavilion  
*Remove Existing Structure. New Picnic Pavilion.*
- 6 House  
*To be Removed*
- 7 Bandshell  
*Keep in Existing Location. Restoration Underway.*
- 8 Stairs  
*Restore/Repair (As Needed)*
- 9 Trees (Typical)  
*Prune/Maintain (As Needed)*

## Proposed

- A Basketball Court  
*New Full Sized Regulation Court Space*
- B Misting Pad  
*Flexible Use Plaza Space with Misting Feature. Space Designed to Accommodate Events/Gathering Area when Mist is Turned Off*
- C Playground/Play Feature  
*New ADA Accessible Equipment for Children of All Ages*
- D Parking  
*New Off Street Surface Parking. +/- 11 Spaces Total*
- E Park Green Space  
*Gathering Lawn Area Adjacent & Under Existing Shaded Tree Area for Music, Bands, and Other Events. New Stage & Pavilion*
- F Plaza Space with Art/Sculpture Opportunities  
*Opportunity Areas for Seating/Gathering & Art/Sculpture Display*
- G Picnic Pavilion Area  
*Picnic Tables, Shade Features, Lighting & New storage Area*
- H Bleachers  
*Consider Shade Structure Over Bleacher Areas*
- I Outdoor Game Pads or Rooms  
*Gaga Ball, Corn Hole, Informal Table Games Etc.*
- J Seating  
*Benches or Seating Features*
- K Sidewalk Realignment  
*Realign Sidewalk Slightly to Create Room for New Lawn/Green Event Space Area*
- L Tree Planting  
*Plant Additional Large Upright Deciduous Trees for Shade & Comfort*
- M Stairs  
*Create Corner Entry into the Green Area*
- N New Stage/Bandshell Area  
*Additional Lawn Gathering Space for Events*
- O Natural Play Area  
*New Play Improvements with nature Elements*

Scale: 1" = 40'

**WHEATON**  
PARK

Hagerstown, Maryland

**IMPROVEMENTS MASTER PLAN**

PARK IMPROVEMENT OPPORTUNITIES | MAHAN RYKIEL





Phase 1 Improvements – Misting Pad, Parking Lot, & Landscaping



Option 2 EWF



**KOMPAN**  
let's play

Wheaton Park Nature Playground











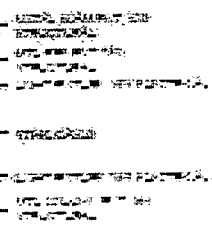
Phase 1 Misting Pad



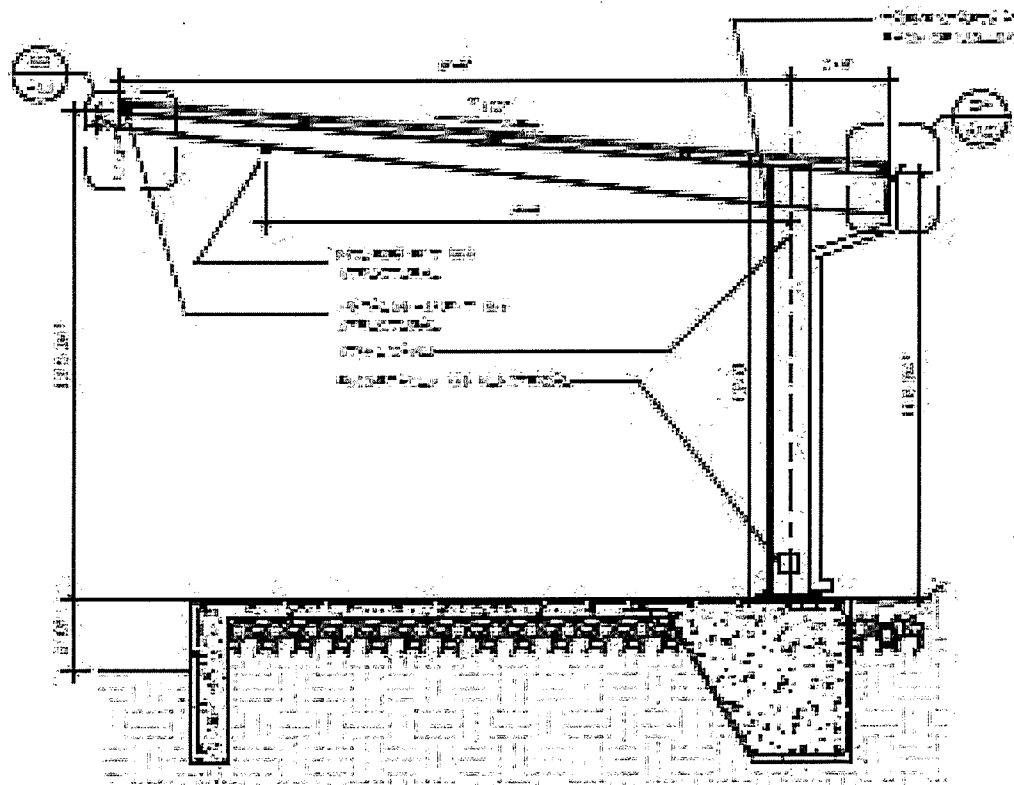
Phase 2 Stage Location



## 2







**SECTION A**  
12:12

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

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**Topic:**

Proposed Lodging Out of Doors Ordinance - *Chief "Joey" Kifer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo\_-\_Proposed\_Lodging\_Out\_of\_Doors\_Ordinance.pdf

**Description**

Memo and Ordinance -  
Lodging Out of Doors






## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

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

March 6, 2025

To: Scott Nicewarner,  
City Administrator

From: Paul J. Kifer,   
Chief of Police

Ref: Proposed Lodging Out of Doors Ordinance

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I am requesting approval from Mayor and Council for an addition of an Ordinance that would amend the City Code making it unlawful for any person to sleep and/or lodge out of doors in any public place within the city limits of Hagerstown, Maryland. This prohibition shall extend to motor vehicles parked in public places.

Thank you.



## PROHIBITED LODGING OUT OF DOORS

### **Ordinance No. [Number]**

#### **§ XXX-1. Policy.**

WHEREAS, the Mayor and City Council of Hagerstown, Maryland, find that sleeping and/or lodging out of doors in public places poses a risk to public health, safety, and welfare, and that it impedes the enjoyment and use of public spaces by all residents and visitors; and

WHEREAS, the Mayor and City Council of Hagerstown, Maryland, deem it necessary to enact regulations to address these concerns and promote the orderly and safe use of public spaces.

#### **§ XXX-2. Definitions.**

For the purposes of this Ordinance, the following terms shall have the meanings indicated:

- (a) "Lodging out of doors" means the use of a public place for living accommodation purposes such as sleeping or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), storing personal belongings, making a fire, using a tent, shelter, or other structure for sleeping, or doing any digging or earth breaking, whether temporary or otherwise, for the purpose of sleeping.
- (b) "Public place" means any outdoor area owned or maintained by the City of Hagerstown, including but not limited to streets, alleys, sidewalks, bridges, parking lots, parking decks, parks, plazas, public buildings, and other public properties.
- (c) "Sleeping" means the act of being in a state of rest while lying down with the intention of sleeping, which may include the use of bedding, blankets, sleeping bags, or similar materials.

#### **§ XXX-3. Prohibition.**

(a) It shall be unlawful for any person to sleep and/or lodge out of doors in any public place within the city limits of Hagerstown, Maryland. This prohibition shall extend to motor vehicles parked on public places.

(b) The prohibition in subsection (a) shall not apply to the following:

1. Individuals participating in events or activities approved or sponsored by the City of Hagerstown that involve temporary overnight stays in public places.

#### **§ XXX-4. Penalties.**

(a) Law enforcement officers city employees are authorized to enforce this Ordinance.

(b) Any person found in violation of this Ordinance shall be subject to a fine not exceeding \$500 or imprisonment for a period not exceeding 60 days, or both. Each day any violation shall of this Ordinance shall continue shall constitute a separate offense.

(c) In addition to or in lieu of the penalties provided in subsection (b), any person found in violation of this Ordinance may be directed to vacate the public place and may be offered or directed to available social services or assistance.

**§ XXX-5. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

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

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**Topic:**

Proposed Text Amendments Related to Cannabis - *Kathleen Maher, Director of Planning and Code Administration*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

M\_CC\_packet\_Cannabis\_LMC\_amendments\_3\_5\_2025.pdf

**Description**

Proposed Text  
Amendments Related to  
Cannabis



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department


One East Franklin Street • Hagerstown, MD 21740

E-mail: [planning@hagerstownmd.org](mailto:planning@hagerstownmd.org)

Telephone: 301-739-8577, ext. 138 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

## MEMORANDUM

**TO:** Scott Nicewarner, City Administrator

**FROM:** Kathleen A. Maher, Director 

**SUBJECT:** Proposed Text Amendment Related to Cannabis  
(ZT-2024-03)

**DATE:** March 5, 2025

Staff will be present at the March 11 work session to go over a package of amendments to the Land Management Code related to cannabis which were forwarded by the Planning Commission for Mayor and Council review.

While most of these provisions were part of the 2024 annual package of amendments in process of approval this month (ZT-2024-02), we pulled this material out for separate review because we know that Councilman Aleshire will not vote in favor of any code provisions related to cannabis (conflict between Federal and State law). An additional amendment related to cannabis was forwarded to the Mayor and Council on January 29, 2025 (ZT-2024-03), but we held it back for inclusion with the rest of the cannabis-related amendments so that all the cannabis reviews could happen at once. We are now processing all of the cannabis-related amendments as ZT-2024-03.

### State Law Guiding the City's Approach to Cannabis-related Land Uses

While not permitted by Federal law, State law legalized cannabis for medical and adult use and specified how several cannabis-related business categories are to be licensed by the State and how local jurisdictions are to handle approval of such uses via local regulations. With the exception of on-premise cannabis consumption facilities (like hookahs for cannabis), local jurisdictions are prohibited from unreasonably restricting the location of cannabis enterprises via local regulations. We are allowed to prohibit the on-premise cannabis consumption facilities, however, and we do. We are allowed to require distancing between cannabis dispensaries (retail stores) and distancing between the dispensaries and certain other "protected" classes of land uses. Last year, State law was amended to say that local jurisdictions may not adopt provisions for cannabis dispensaries (retail stores) that are more restrictive than what are in place for alcohol retail stores. Provisions were also added related to micro-enterprises and incubators.



## Cannabis-related Land Management Code Amendments

March 5, 2025

Page 2

The 2024 amendments addressing cannabis were sparked by the pending State law change to enable Hagerstown to continue to restrict where dispensaries may locate and to address appropriate provisions related to the other cannabis land use types.

### Cannabis-related Enterprises in Hagerstown

To date, staff are aware of five State-licensed cannabis-related enterprises in Hagerstown. There are two dispensaries on CR zoned land in the Wesel Blvd and Valley Mall Road area. There are three indoor plant cultivators and processors – two in the vicinity of Frederick Street (one on IG zoned land and one on IR zoned land) and one on Western Maryland Parkway on IG zoned land. The State licensing process for new cannabis-related enterprises was to open up this year, so we may attract other businesses as the year unfolds.

### Proposed Amendments

#### 1. New Definitions

- a. Cannabis Incubator – a new use created by the State to house micro-growers, micro-processors, and micro-dispensaries. Micro-dispensaries are delivery only, so they function more like a warehouse.
- b. CBD and Hemp Stores – at present the code is silent on this use and treats it as “retail.” A definition is needed to make the use distinct from cannabis dispensaries and tobacco stores. While there are many stores that carry some CBD or hemp products, this definition is for those enterprises whose primary activity is sale of CBD, hemp, etc.

#### 2. Modifications to Indoor Plant Cultivation and Processing Facilities (growers and processors)

- a. Exclude from locating in CC-MU and POM zoning districts. This is proposed due to the odors associated with this use which could be a nuisance in an office park or in a mixed-use area. The use would still be allowed in I-MU, IR, and IG zones.
- b. Allow this type of use of any size in the PUD-R overlay zone. Currently only allowed if 25,000 square feet or less in gross floor area. An economic prospect requested this amendment with the support of DCED staff. The special setbacks and design provisions that can be created in PUD overlay zones can address proper buffering of any such use. *This is the amendment forwarded by the Planning Commission on January 29, 2025.*

#### 3. New provisions for Cannabis Incubators

- a. Allow as indoor plant cultivation and processing facilities are allowed. By right in IR and IG and, if 25,000 square feet or less in gross floor area, in I-MU. With special exception in I-MU if over 25,000 square feet in gross floor area.

**4. Provide consistency between Cannabis Dispensaries and CBD/Hemp Stores and Alcohol Retail Stores**

- a. Add CBD/Hemp stores and Alcohol Retail Stores to the same land use classification as tobacco stores, vapor or hookah lounges, and cannabis dispensaries. These uses are only allowed in the CG, CR, PUD-V, and PUD-R zones and they must be setback from one another by 500 feet. Currently all of the CBD/Hemp stores, tobacco stores, and cannabis dispensaries are located in CG and CR zones. Currently, alcohol retail stores are just classified as "retail" and are allowed in all commercial and mixed-use zones, which is much less restrictive than what is permissible for cannabis dispensaries. 15 of the 18 alcohol retail stores in the city are within the CG and CR zones, and the Liquor Board ensures such stores are distanced from one another. With this change, the two alcohol retail stores in the CC-MU would become non-conforming. Another is already non-conforming in an RO zone. There do not appear to be any hookah/vape lounges in the city at this time.

**5. As allowed by State law, require 500 Foot Distancing of #4 Uses from Certain "Protected" Classes of Land Uses:**

- a. Primary or secondary schools
- b. Licensed or registered child day care provider
- c. Playground
- d. Recreation Center
- e. Library
- f. Public Park
- g. Religious Sanctuary

**Next Steps**

Public Hearing on March 25. The legal ads begin on March 11.

**Attachments**

C: Jill Thompson, Director of DCED  
Doug Reaser, Economic Development Manager  
Planning Commission



# LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-16	Is this a new issue or one previously discussed?	Previous
Version: 3	Is this new text proposed since last discussion in need of initial review?	Yes
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Amendments to cannabis related enterprises and to have alcohol sales stores be consistently treated with cannabis sales stores.		
<b>Justification:</b> To be consistent with amended State cannabis regulations and meet local priorities for location of certain uses.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

## Article 3: Definitions

**CANNABIS INCUBATOR** - a State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.

**CBD AND HEMP STORES** – a business establishment for which more than 50% of sales are based on retail sale of products derived from hemp or cannabidiol (CBD) with a tetrahydrocannabinol (THC) concentration less than 0.3% on a dry weight basis, and any paraphernalia utilized with such products. Any products containing greater than 0.3% THC are regulated by the State of Maryland and only allowed for sale in a State-licensed cannabis dispensary.

## Article 4: Zoning

### Section Z. Chart of Permitted and Special Exception Uses

Due to the odor associated with cannabis growers and processors, Planning Commission recommends deleting Indoor plant cultivation and processing facilities from the CC-MU and POM zones, and adding cannabis incubators of certain sizes to the industrial districts as allowed for the indoor plant cultivation and processing facilities.

At the request of an economic development prospect, the Planning Commission also recommends allowing indoor plant cultivation and processing facilities of any size in the PUD-R, which is currently limited to facilities 25,000 sq.ft. or less in gross floor area.

Use	CC-MU
Indoor plant cultivation and processing facilities, when interior space is 5,000 sq.ft. or less in gross floor area.	P

Use	POM	I-MU	IR	IG	PUD-R
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Indoor plant cultivation and processing facilities, when interior space is 25,000 sq.ft. or less in gross floor area.	SE	P	P	P	P
Indoor plant cultivation and processing facilities, when interior space is over 25,000 sq.ft. in gross floor area.	SE	SE	P	P	P
Cannabis Incubator, when interior space is 25,000 sq.ft. or less in gross floor area		P	P	P	
Cannabis Incubator, when interior space is over 25,000 sq.ft. in gross floor area.		SE	P	P	

2024 amendment to State law requires cannabis dispensaries to be treated the same as alcoholic beverage stores in local zoning codes. Currently, alcoholic beverage stores are interpreted under the broad category of retail while cannabis dispensaries are more restricted in their permitted locations.

Rather than allowing cannabis dispensaries in all commercial zones as is the case for alcoholic beverage stores, Planning Commission recommends adding alcoholic beverage stores, as well as CBD and Hemp stores, to the same use category as tobacco stores, vapor and hookah lounges, and cannabis dispensaries, with the same 500 foot separation requirement from all uses in this category. The vast majority of alcoholic beverage stores in the city are in the CG and CR districts, and the County Liquor Board ensures these uses are not placed close to one another. The two CC-MU stores would become non-conforming but still permitted to operate.

State law also allows local jurisdictions to require a maximum 500-foot separation distance between cannabis dispensaries and pre-existing primary and secondary schools, child day cares, playgrounds, rec centers, libraries, parks and places of worship. The Planning Commission recommends that all uses in this category have a mandatory minimum 500 sq.ft. separation distance from these other 7 uses.

Use	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, CBD and Hemp stores, alcoholic beverage stores, and cannabis dispensaries and sales facilities located at least 500 feet from any existing tobacco store, vapor and hookah lounge, or cannabis dispensary and sales facility use in this category. These uses shall also be located at least 500 feet from any pre-existing primary or secondary school, licensed or registered child day care provider, playground, recreation center, library, public park, or religious sanctuary.	P	P	P	P

March 3, 2025

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

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**Topic:**

Proposed PUD-R "Planned Unit Development" Overlay Map Amendment - Doub Farm - Landis Road ZM-2024-04 - Public Hearing for March 25, 2025 - *Stephen Bockmiller, Development Review Planner/Zoning Administrator*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo\_-\_Proposed\_PUD-R\_-\_Doub\_Farm.pdf

**Description**

Memo - Proposed PUD-R  
Overlay Map Amendment



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department


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### MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP, Development Review Planner and Zoning Administrator

DATE: March 5, 2025

SUBJECT: Proposed PUD-R "Planned Unit Development" Overlay Map Amendment –  
Doub Farm – Landis Road – ZM-2024-04 - Public Hearing Set for March 25, 2025

Staff will brief the Mayor and City Council at the March 11 worksession on the upcoming public hearing to give an overview of the requested PUD-R overlay zone for the Doub Farm property.

#### BACKGROUND:

PUD- R Overlay: The PUD provisions of the Zoning Ordinance were re-written with the intent to require a mixture of commercial and residential uses, generally in a town or village environment, mixing the uses and housing types. Two types were created – PUD-R (Regional) and PUD-V (Village) with somewhat different design standards and permitted uses, adjusted for the size of a proposed tract and its visibility and access from major transportation corridors. To date, no applications for a PUD-V or PUD-R have been submitted. This application is the first.

The PUD process, as now currently written, sets the zoning parameters for the development of the community. It is not intended for approval of a site plan level of detail, or to dictate defined numbers of dwelling units or square footage of commercial development. It allows the developer to propose (and the Mayor and Council to adopt) the generalized layout and bulk requirements for the development, as reflected in a generalized or "bubble" plan. If the Mayor and City Council approve the PUD overlay, the developer would then move forward with the normal subdivision and site plan review and approval process.

Doub Property: This property was annexed into the City in 2009. At the time, the developer was planning a major regional shopping center with bigbox stores, a cineplex and other commercial uses. The annexation was approved by the Mayor and City Council with a list of conditions. The County Commissioners did not provide express approval and the property was prevented from development for five years using City zoning. In the mean time, the economy having changed, the shopping center developer exited the picture, and efforts to develop the property exclusively for commercial use have been unsuccessful.

The developer now proposes a mixed use development. A proposed amendment to the annexation agreement's list of conditions has been previously discussed with the Mayor and City Council and the consensus was that the proposed amendments to the annexation agreement should be considered in tandem with the proposed overlay. Staff notes, however, that in order for the overlay to be approved, the annexation agreement would need to be amended first. Per the existing agreement, approval is required by both the City and the property owners for any revision to the agreement.

**THE PENDING PUD-R (PLANNED UNIT DEVELOPMENT – REGIONAL) PROPOSAL:**

A contract purchaser of the Doub Farm has filed this zoning overlay application for a PUD-R (Planned Unit Development – Regional) Overlay in order to develop this 112.22 acre tract. The attached plan shows:

20 single-family dwellings facing Landis Road	(tan color)
395 townhouse dwellings	(blue color)
120 apartment units	(purple color)
1 industrial tract	(brown color)
Mixed use commercial/residential area <sup>1</sup>	(light brown color)
Open space, stormwater management, etc.	(green color)

The proposed bulk requirements are shown in the chart at the top of the plan.

As a zoning exhibit, these numbers are approximate. The exact number of dwelling units or configuration and size of commercial spaces is generalized as the exhibit is intended to set the zoning requirements for this development. As explained on page 1 of this report, exact configuration and unit yield would be set with the subdivision sketch plan, subdivision development plan and related site plans in accordance with the use and bulk requirements approved in this plan, and the relevant provisions of the Land Management Code when the developer begins actual design.

Access to the development is proposed at three places:

1. Landis Road at the existing "S-curve" in that road.
2. Landis Road, at approximately mid-way of the site's frontage on that road.
3. A new four-lane road connecting the south end of the site to Dual Highway.

The portion of the site intended for industrial use would front a new street in the development but would also have a point of access on Landis Road. The new street from Dual Highway would also provide access to the adjoining raw land to the east, currently outside of city limits. The Applicant has worked with staff and created a 2.2 acre "town green" park in the middle of the residential area as a focal point along the main north-south street through the center of the site. The new collector road from Dual Highway will be lined on the north by apartment buildings and the south by mixed use buildings with first floor commercial and upper floor residential in a "main street" configuration.

According to estimates provided by the applicant, at build-out, the total valuation of the development would be approximately \$315,000,000.

**RELEVANT PROVISIONS OF THE LAND MANGEMENT CODE:**

The relevant provisions of the Land Management Code that the Mayor and Council are required to take into consideration in this proposal are found in Article 4, Section J.1 (Planned Unit Developments), found on pages 4-59 to 4-67.

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<sup>1</sup> The commercial area is anticipated to be four pad sites, each of which would be planned for a mixed-use building with an approximate footprint of 12,000 square feet each, with commercial uses on the first floor with two upper levels of residential units. If approved, development of this area will be required to be substantially consistent with the description provided by the applicant, but final design may or may not result in some deviation from this description, as the overlay is intended to establish the zoning and general development pattern, but not lock down specific uses or configurations on individual sites.



**STAFF ANALYSIS:**

Staff provided an analysis of these provisions to the Planning Commission when that body conducted its public review meeting on this matter. That staff report and its analysis will be provided in the Mayor and City Council's packet provided for the March 25<sup>th</sup> meeting.

In addition to the item-by-item analysis of the Ordinance requirements provided in the report to the Planning Commission, staff also advised the Commission of the following issues:

Ongoing Issues with and Observation of Vehicle-Pedestrian Conflicts in Garage-Front Townhouse Developments - The plan calls for most of the townhouses to be garage-front townhouses, apparently with two-car deep, single-width driveways. The streets on which they will be located are long straight-aways. Given the rhythm of driveways and aprons in front of such homes, there will be little to no available on-street parking in these locations.

Staff have identified this as a problem in other townhouse developments in and out of the city, citing Collegiate Acres and Pangborn Park as examples. This design frequently results in cars being parked across the public sidewalk, impeding pedestrian traffic and encouraging the casual use of front lawns of townhouses for additional unpaved parking. However, the Zoning Ordinance does not prohibit garage-front townhouses. Overflow lots when provided, are often viewed as inconvenient.

Access from Dual Highway - Phase 1 of the development proposes to construct the single-family and townhouse portions of the development, and up to 25,000 square feet of the industrial commercial development, with access only via Landis Road. Staff views access from Dual Highway to be critical to this development, including the residential portion. If phase 2 fails to develop, a development of approximately 415 homes would only be accessed only via Landis Road. Also, failure of phase 2 to be built - which includes most of the commercial uses - will result in the portion of the PUD that is built being in violation of the approved plan and the legislated intent of the PUD provision in Section J.1 of the Zoning Ordinance.

**AGENCY COMMENTS:**

See attached comments from the City Engineer and the Hagerstown Fire Marshal.

**STAFF RECOMMENDATION:**

In its report provided to the Planning Commission when it conducted its public review meeting, staff offered neither a positive nor negative recommendation on this proposal, but did recommend a slate of six conditions that should be required if the Mayor and Council decide to approve the plan. Those conditions can be found at the end of the staff report that will be provided to the elected body in advance of its public hearing on this matter.

**PLANNING COMMISSION PUBLIC REVIEW MEETING AND RECOMMENDATION:**

The Planning Commission conducted a public review meeting on this matter on Wednesday, January 29, 2025. The Applicant was represented by the project engineer, Gordon Poffenberger of Fox and Associates, and representatives of the homebuilder that desires to purchase the Phase 1 residential portion of the development from the applicant. Approximately 50 persons attended the hearing,

speaking mostly in opposition to the proposal, citing approximately fifteen issues of concern with the development. Concerns included adding the proposed density in a quiet area on narrow roads and worry that the Dual Highway connection was not planned with Phase 1.

Attached to this memo is a summary of this testimony in the form of the staff memo provided to the Commission after the public review meeting.

#### PLANNING COMMISSION RECOMMENDATION:

After considering the information in the record and the testimony provided by the Applicant and opponents, the Planning Commission voted to recommend to the Mayor and City Council that this proposed plan be DENIED. The Planning Commission isn't against a PUD proposal at this location, but finds the following issues with this specific proposal:

1. The Commission does not believe the proposed plan is a "predominantly commercial" mixed-use development as required by Article 4, Section J.1 of the Land Management Code.<sup>2</sup>
2. If the single-family and townhouse residential sections of Phase 1 are built-out, the Commission is concerned that there will not be sufficient remaining development potential for the Phase 2 area to justify the cost of building the expensive access road from Dual Highway. This will result in the lands in the proposed Phase 2 area remaining undeveloped indefinitely and there is no way to ensure the commercial, apartment and mixed use development will come if the exclusively residential portion of the development is built first.
3. There is no way short of a large bond to ensure the Dual Highway connection will be built.

#### NEXT STEPS:

The Mayor and City Council is scheduled to conduct its own public hearing on this matter at its meeting on Tuesday, March 25. We anticipate significant public participation in this hearing process.

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

#### Copy:

Planning Commission Members

Applicant

Kathleen A. Maher, AICP, Director, PCAD

Jill Thompson, Director, DCED

Doug Reaser, Business Development Manager, DCED

Attachments: Zoning Exhibit

Memo to Planning Commission of February 7, 2025

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<sup>2</sup> Both staff and the Planning Commission believe that this restrictive language currently in the Code should be re-evaluated and amended as needed to no longer require the PUDs to be "predominantly commercial" in the PUD-R overlay and "predominantly residential" in the PUD-V overlay. Staff plan to address this in the 2025 package of Land Management Code amendments that will be processed this year, unless directed to address it sooner.









TYPICAL APARTMENT ELEVATIONS



TYPICAL TOWNHOUSE ELEVATION



SHEET 3 OF 3

PROJECT: DOUB FARM  
LOCATION: SITUATE BETWEEN DAY ROAD AND LANDIS ROAD  
CITY OF WASHINGTON  
WASHINGTON COUNTY, MARYLAND

SCALE: 1" = 100'  
PROFESSIONAL CERTIFICATION

DOUB FARM  
BOBBLE PLAN

SITUATE BETWEEN DAY ROAD AND LANDIS ROAD  
CITY OF WASHINGTON  
WASHINGTON COUNTY, MARYLAND

DATE	10/1/18
REVISION	
DATE	10/1/18
REVISION	
DATE	10/1/18
REVISION	

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# CITY OF HAGERSTOWN, MARYLAND

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### MEMORANDUM

TO: Hagerstown Planning Commission Members

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

SUBJECT: Follow up to Public Review Meeting – Doub Farm PUD – ZM-2024-04

DATE: February 7, 2025

The Planning Commission conducted its public review meeting on January 29 and left the record open for 10 days for follow up comments to be submitted by interested parties. To date, only one email has been received, which more asks questions of staff than provides additional comments. It, with staff's response is attached herewith. Approximately 21 people provided comment (other than the applicant's representatives). Relevant points are summarized here (staff comments in italics):

1. School Capacity – Several of those who testified were concerned with the capacity of schools that would receive students from this development, and safety issues of running school buses on Landis Road. *As you are aware, the City does not have an adequate public facilities ordinance for the County's school capacity and as such, without an objective legal standard to apply, development cannot be rejected in the City based on school capacity.*
2. "Predominantly Non-Residential and Mixed Use" – Some of those commenting on this proposal observed that the Ordinance requires a PUD-R overlay to be "predominantly non-residential and mixed use in character and land use." Please see #5 on page 9 of the staff report for a more complete transcription of this section. *This provision is written in a manner to maintain flexibility for the developer, as well as the Planning Commission and elected body in determining whether the proposal meets this requirement. The provision specifically refrains from setting percentage requirements for commercial, mixed and residential uses, but the elected body will need to determine that this design meets the intent of the Ordinance in order to approve the overlay. The areas that are identified as "mixed use commercial/residential", "commercial/ industrial", "open space" and "forest conservation" could be included in what may be considered "non-residential and mixed use". to determine this.*
3. Landis Road – Many commented on the appropriateness of approximately 400 homes and 25,000 square feet of commercial in Phase 1 being accessed only by Landis Road. *The applicant provided a preliminary traffic analysis for phase 1 for this development. Such documents are specifically not required to be provided at the zoning overlay stage, however the applicant has provided this document for the record in support of their application. The State Highway Administration approved this analysis on November 26, 2024. It should be noted that the plan, calling for access via Landis Road only for phase 1. The area of Landis Road where access would be made is nearly a mile from the nearest intersection with a State road. On February 6, staff received notice from Washington County Division of Engineering also approving the traffic analysis for Phase 1, subject to eight conditions, including widening Landis Road to 20 feet where it is currently less than that, and correcting vertical and horizontal curve issues. A copy of the County's memorandum is attached.*

*While it appears the relevant agencies that govern the road network involved are not concerned with Landis Road's ability to handle the proposed additional traffic generated by about 400 homes and some additional commercial use, staff have concerns. The Subdivision and Land Development Ordinance (Article 5, Land Management Code) requires two or more access points if there are over 100 lots. Considerably more development than 100 lots is proposed in Phase 1, with only two access points on one narrow road. While the overall plan shows that, upon buildout, there will be access to the south end of Phase 1 directly from Dual Highway, the applicant offers no commitment as to when or even if later phases will be built. This could cause Phase 1 to be accessed only from Landis Road indefinitely. Given the cost of building the Dual Highway connection for Phase 2, staff have concerns when and whether additional phases will ultimately be built. A PUD is intended to be a single integrated mixed-use development. Failure of future phases to launch will result in Phase 1 being in violation of the Code.*

4. *Water and Wastewater Utilities – Residents raised concern with water pressure and the provision of utilities for this development and how it will impact the surrounding area. This will be addressed at the development plan stage. Water and wastewater services are required for this development. The Utilities Department has specific engineering standards and expectations for provision of the utilities the developer must meet.*
5. *Environmental Impact Statement – A resident is concerned that no "environmental impact statement" has been prepared for this project and one should be part of the zoning overlay process. The Land Management Code does not require an EIS, per se. However, during the sketch plan and development plan review process, the Land Management Code does require certain environmental elements to be identified on those plans, including, but not limited to floodplain, forest stands, specimen trees, wetlands, rock outcrops, inventoried historic buildings and human burial sites. There are provisions in the Code for addressing most of these features, but it occurs at the sketch plan and development plan review stage; not at the zoning overlay stage.*
6. *Buffers from Adjacent Properties – Residents of the adjacent multi-family condominium development and representatives of the adjacent house of worship requested a buffer be provided from their property from the new development. Part of the western boundary of the development will be open space, per the plan. The dwellings adjacent to the condominium development will be a lesser density dwelling type. The Subdivision Ordinance requires townhouses to back to either an alley or some form of open space for access. Therefore, the developer will be designing the townhouse area to include a buffer along the western property line that is at least 10 feet wide. Open space will be adjacent to the nearby house of worship.*
7. *Residual Properties at end of Day Road – An adjacent property owner expressed concern regarding access to his CR (Commercial Regional) zoned properties at the end of Day Road. See revised staff-suggested conditions at the end of this report.*
8. *Nearby Well and Septic Safety – Owners of homes on the north side of Landis Road expressed concern that their wells and septic systems may be damaged if blasting is involved in this development. Staff cannot comment on liability issues. Those concerned should consult with the Health Department or legal counsel.*

9. Rental Housing – Some of those who provided comments were concerned that this development would become rental housing facility. *There is nothing in the Land Management Code that dictates requiring or limiting homes to resident ownership or rental. The builder intending to construct this project said at the meeting, given the location of the property and its orientation and proximity to employment corridors to the east, the development will be a "for sale" product. The builder is not in the rental housing business. This, however, would not keep someone from buying a house in this development and renting it out to another party. Each house will be on its own lot.*
10. Sidewalks – The absence of sidewalks in the area was raised by those providing comment. *All new streets in the development will have sidewalks. The south side of Landis Road will have sidewalks if the County permits them within its right of way.*
11. Roundabouts – One resident suggested that a roundabout be used at the entry onto Landis Road north of the village green as a means of traffic calming. *Planning staff encourages the use of roundabouts, and ordinance amendments are pending that specifically encourage (but not require) roundabouts over stop-sign controlled intersections when developing new subdivisions. Any such improvement to Landis Road would require County approval.*
12. Single-Family Homes Along Landis Road – It was observed that the single family lots along Landis Road will be much smaller than those on the north side of Landis Road, which are on wells and septic systems. A suggestion was made that the single family homes be eliminated and replaced with a wooded buffer. *The Land Management Code requires land uses comparable to those surrounding a new development to be consistent with surrounding land uses. Although they will be on smaller lots due to the use of public utilities and the urban nature of the development, both sides of Landis Road would be lined with single-family homes. Requiring a wooded buffer along Landis Road is inconsistent with the Land Management Code which promotes seamless development, and not development of communities in isolated pods ringed with wooded strips of land.*
13. Tractor Trailers on Landis Road – Concern was raised regarding tractor trailer traffic on Landis Road accessing the Commercial/Industrial section of the development. *The applicant is in negotiation with a potential developer of that area that, by its nature, has limited truck traffic. However, this is not guaranteed and it would be very difficult to write conditions into the PUD approval limiting traffic to this site, and nearly impossible to enforce.*
14. Alternatives to this Development – One person asked "what is the alternative to this proposal"? *Situated along an interstate highway at a major intersection, oriented to the employment areas to the east, this property is ripe for development. The underlying zoning – CR (Commercial Regional) will allow for the entire site to be developed for any number of commercial uses permitted by the Zoning Ordinance, including the construction of mixed use buildings (commercial on the first floor with residential on multiple floors above). Development of the property in accordance with what is permitted by right in the CR district may result in a development that generates more traffic and light pollution than the proposed mixed use development.*

15. Public Notice – Some residents expressed concern that they did not receive notice of Wednesday's public review meeting. *Law requires the property be posted and posters were erected at the end of Day Road and at intervals along the site's frontage on Landis Road. A legal advertisement, as required by law, was placed in the newspaper twice. Planning Commission policy (not required by law) is to provide letters to adjacent property owners (those whose property lines touch the subject property or are across public streets). Approximately two dozen properties were identified as needing to be notified by this policy and letters were sent. One of those was the condominium association for the adjacent condo development. Individual unit owners – whose units do not abut the subject property – did not receive individual notice. It should be pointed out that notice reached the many people in attendance by some means.*

Other Issues:

1. Phasing Plan for Phase 1 - Staff expressed concern with the development being accessed only by Landis Road indefinitely, and suggested a cap on the number of units that can be built before the connection to Dual Highway is complete. The developer and the builder have both stated that for this development to work, they need to emerge from the zoning overlay process with the right to construct all the homes shown in Phase 1. Conditioning the number of lots built on completing connection to Dual Highway is untenable for the builder planning to construct the development. Staff understands this and will make adjustments to the recommended conditions, as will appear later in this report.
2. Brawner Properties - Access to the Brawner Properties from the proposed road from Dual Highway should be guaranteed in conditions of approval, as will appear later in this report.

Adjustments to Staff-Recommended Conditions:

Based on the testimony provided and the record created, if the Planning Commission decides to recommend approval of this proposal to the Mayor and City Council, staff recommends the following revised conditions be attached:

1. Proposed amendments to the annexation agreement must be approved by the Mayor and City Council before an ordinance for the PUD-R overlay can be introduced. If the amendments are not approved, the zoning exhibit/land use plan in this case would have to be adjusted.
2. The owners of the properties through which the planned right of way of the connector road to Dual Highway passes shall petition the City for annexation of those properties in their entirety. An agreement regarding dedication of future right of way of the proposed connector road shall be entered into with the City. The annexations shall be initiated before the first development plan or site plan is submitted for development within this tract. The agreement regarding future right of way shall be completed prior to approval of a development plan or site plan.
3. Commitments and guarantees, in the form of bonds, letters of credit or other form acceptable to the City, be in place to ensure that the connector road from Dual Highway be completed within a reasonable time after build-out of Phase 1, as determined by the City Engineer.

4. No portion of Phase 2 planned for the southern portion of the property shall be granted use and occupancy unless and until the road connection from Dual Highway into the southern portion of the site is open and connected to these uses. They shall not be occupied when the only means of accessing them is via Landis Road.
5. No townhouse facing the central green lot shall have a front yard driveway or garage entry on its front façade, and at least 25% of these units shall have a masonry veneer on their front facades.
6. Access to a public road shall be maintained in any future road realignment plans affecting the properties on the south end of Day Road.
7. The zoning exhibit/land use plan be updated and amended to include the following items identified as missing or in need of completion by staff in the staff report for this project before it is forwarded to the Mayor and City Council for public hearing:
  - a. Notes will be added to the zoning exhibit addressing accessory uses and structures, home work stations and home day-care operations, and bulk regulations regarding fencing.
  - b. Representative generalized elevations of the townhouse units without front garages, and of the apartment buildings, mixed use and commercial buildings be added to the zoning exhibit as required by the ordinance.<sup>1</sup>
  - c. Notation that parking provided in the development will be provided in accordance with the requirements of the Zoning Ordinance and the City Engineer. In the garage townhouse units, one driveway space will be provided on-lot, with the second required space being provided in peripheral parking lots.
  - d. Note will be added to address compliance with the industrial performance standards in the Zoning Ordinance.

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<sup>1</sup> At the zoning stage, illustrations are intended to be very generalized in nature and are not expected to exactly match final build. The purpose at this stage is to show the integrated nature of the architecture of the development, which is required by the ordinance. It is expected the architecture of the development will evolve during the development review process, but the Ordinance requires the appearance of buildings – especially commercial and mixed use buildings – to be generally coordinated in appearance.





# CITY OF HAGERSTOWN, MARYLAND

Engineering Department

January 24, 2025

To: Stephen Bockmiller, Zoning Administrator/Development Planner

From: Jim Bender, City Engineer JMB

Location: Landis Road

Doub Farm Overlay Plan

Thank you for the opportunity to review the referenced zoning/overlay plan which we received on January 8, 2025. We offer the following comments:

1. In general, we have no objection to the proposed overlay scheme. However, we do question the "Commercial/Industrial" area proposed at the eastern end of the property; that land borders existing residential development along Landis Road, and land that is zoned "RT" in Washington County. Buffering from the existing/potential residential development should be considered.

While this plan was submitted for purpose of defining the land use overlays for the property, we offer the following comments from our August 2024 review of a concept plan for the development. While the layout on the current plan is somewhat different than that shown on the concept plan, many of our previous comments will still apply.

2. Approval of this plan is contingent upon obtaining access approval from Washington County for connections to Landis Road. Access approval will also be required for driveways at the 22 single family lots.
3. Previous concepts for Doub Farm showed connections to Dual Highway and Landis Road, just as this concept plan does. However, in those previous comments, the connection to Dual Highway was proposed during early phases of the development; in this case, the connection to Dual Highway is delayed until the third and final phase of development. This means that Landis Road would be the only means of access for 650+ residential units and 50,000 square feet of retail development. Washington County may set a limit on the number of units that can be occupied before the connection to Dual Highway is required. The City Fire Marshall may also set a limit on the number of units that can be occupied before the second connection to Landis Road is required.
4. The minimum right-of-way widths for City local streets is 60'; the internal R/W widths are not labeled, but they scale to approximately 50'. Sidewalks are required on both sides of the streets.
5. Many of the interior streets are straight shots, which will encourage speeding. Traffic calming should be incorporated in an attempt to keep speeds down.
6. Is there a typical townhouse lot layout schematic? Are these garage townhouses, and how deep would the driveways be?
7. In the interior of the townhouse blocks there are narrow open areas – are these just open space areas, or are some of them paved alleys?

8. On Landis Road where the multiple existing culverts cross under the roadway, it appears that the road is not being widened; Washington County may require the culverts to be extended and the road widened in that area.
9. Without seeing a parking tabulation, it is impossible to know whether adequate parking is being provided. We note that it will be difficult to create on-street parking spaces on the interior townhouse street network if there are driveways at every unit.
10. Do the lane assignments on the access road from Dual Highway match the lane assignments that were assumed in the Traffic Impact Study?
11. No stormwater management design was submitted, so we cannot comment on the adequacy of the design shown on the concept plan.
12. We reserve the right to make additional comments during our review of revised concepts, or future site development plans.





# HAGERSTOWN FIRE DEPARTMENT

929 ELDRIDGE DRIVE, HAGERSTOWN, MD 21740

TELEPHONE: 301.790.2476

FAX: 301.797.7448

Douglas P. DeHaven  
Plans Examiner

January 13, 2025

TO: PLANNING DEPARTMENT

FROM: Douglas P. DeHaven, Plans Examiner

SUBJECT: 20250037 – Doub Farm PUD, Hagerstown

Pursuant to your application, you are advised that the Annotated Code of Maryland, Public Safety Article Section 6-317(a) requires that new construction, alterations, and additions be in accordance with the Maryland State Fire Prevention Code, including NFPA Standard 101, Life Safety Code and NFPA Standard 1, Fire Prevention Code (2018 editions). A review has been made of the final plan submitted for the above-referenced project and the following comments are noted from a fire protection standpoint.

A review has been made of the plans submitted for the above-referenced project and the following comments are noted from a fire protection standpoint:

**COMMENTS:**

All work shall be in compliance with NFPA 1-Fire Code, and NFPA 101-Life Safety Code (edition in effect at time of submittal) as adopted.

This will include the requirements for fire department access and building fire flow requirements for the design provided for review.

The above comments are based upon information contained on your submittal only and do not address unsatisfactory conditions resulting from omissions, errors, or failure to clearly indicate conditions. You are requested to provide this office with a WRITTEN POINT BY POINT response in order that all issues can be resolved prior to construction. Contact shall be made with this office at 301-790-2476 to schedule the necessary inspections of this project prior to use and occupancy. Code references are from NFPA Standard 101, Life Safety Code and NFPA Standard 1, Fire Prevention Code (2018 editions) unless otherwise noted.

cc- Design Consultant

**VISION:** Ensure a safe, resilient community while maintaining public trust.

**MISSION:** Provide diverse services for community safety.

**VALUES:** Professional, Respect, Integrity, Dependable, Empathy

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

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**Topic:**

Commercial Uses and Outdoor Recreation in the POM Zoning District ZT-2024-04 -- *Joanna Wu, Planner*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MCC\_Mar\_11\_work\_session\_POM\_Packet.pdf

**Description**

ZT-2024-04 POM Proposal  
Mar 11



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department

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### MEMORANDUM

**TO:** Scott Nicewarner, City Administrator

**FROM:** Joanna Wu, Planner

**DATE:** March 6, 2025

**SUBJECT:** Discussion – ZT-2024-04 – Commercial Uses and Outdoor Recreation in the POM Zoning District

Staff will be present for the March 11 work session to discuss the text amendment for commercial uses and outdoor recreation in the POM Zoning District.

#### Background

This proposal was requested by a property owner as they are having difficulty finding prospects for raw land in the POM zoning district. The property owner is also looking to construct pickleball courts in this zoning district.

#### Proposal

The proposal allows more flexibility for permitted uses by removing the performance standards for certain commercial uses in the POM zoning district. This is reflected by removing the sections detailing the standards in Section F of the Zoning Ordinance and depicted in the use chart in Section Z. The caps proposed on restaurants and retail match the CL requirements to ensure high intensity uses do not take place in the POM zoning district. The proposal also differentiates between fitness recreational sports centers, with and without outdoor fields and courts. Those with outdoor courts/fields would require a special exception from the Board of Zoning Appeals with POM and I-MU zoning.

#### Planning Commission

The Planning Commission held a Public Review Meeting on January 29<sup>th</sup> for this text amendment and recommended approval for this proposal.

#### Next Steps

A public hearing is scheduled for March 25<sup>th</sup> if the Mayor and City Council would like to move forward with this proposal.

Attachments: POM Text Amendment Proposal

# LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-19	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	New
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Allow for more permitted uses in the POM zoning district.		
<b>Justification:</b> A property owner is having difficulty finding prospects for POM zoned raw land. The code restrictions in this market are too restrictive. The proposal seeks to remove any language regarding performance standards for permitted uses in the POM zoning district. The property owner is exploring the idea of pickleball courts at a POM-zoned property. There is currently no distinction between outdoor and indoor fitness and recreational sports centers, which may not be appropriate in all locations.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

## Removing the performance standards on certain commercial uses in the POM

### Article 4, Section F.2.b(5)

~~(5). Uses identified in the POM District in the Use Chart cited in Section Z as a permitted use, but marked with reference to this Subsection shall:~~

- ~~(a). Not exceed 25% of the gross floor area of the building (except restaurants), or~~
- ~~(b). Not exceed in the aggregate 20% of the gross floor area of a group of adjacent buildings under common ownership or a group of buildings designed and approved as a unified development or business park, as designated on the approved Site Plan(s) or subdivision development plan.~~
- ~~(c). Gasoline service stations (4471) are not permitted in the POM District, including incidental sales associated with a convenience store.~~
- ~~(d). Retail uses shall not be the sole occupant of a structure.~~
- ~~(e). See Article 5, Subsection I.9 regarding nonconforming commercial subdivisions.~~

Removing special restrictions (denoted with “#”) for property occupation, while matching the restaurant size capacity with the CL

#### Article 4, Section Z

	POM
Restaurants (7221 and 7222), no limit on size	P#
Restaurants (7221 and 7222), not to exceed 3,000 square feet per establishment	P
Dry cleaning and laundry services (8123)	P# P
Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments	P# P
Retail and wholesale trade (44-45) excluding autos and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult entertainment businesses up to 5,000 square feet in net floor area per business. This provision shall also include retail bakers (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in the chart shall prevail. (Ed. Note: See Page 4-163 regarding gasoline sales)	
Same as above ( <a href="#">Retail and wholesale trade</a> ), up to 15,000 square feet in net floor area per business	P# P
Tanning and depilatory salons (812199)	P# P

Make distinction between fitness and recreational sports centers which have outdoor fields and courts and those which do not.

	N-MU	CC-MU	CL	CG	CR	PO M	INST	I-MU	IR	IG	C	LC	PUD -V	PUD -R
Fitness and recreational sports centers, without outdoor fields and courts	P	P	SE	P	P	P# P	P	P**	P	P	P	P	P	P
Fitness and recreational sports centers, with outdoor fields and courts				P	P	SE	P	SE	P	P	P		P	P



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

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**Topic:**

Appalachian Regional Commission Funding Request for FY 2026 - *Joanna Wu, Planner*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MCC\_Mar\_11\_ARC\_Grant.pdf

**Description**

ARC FY26 Request Memo



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department

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## MEMORANDUM

**TO:** Scott Nicewarner, City Administrator

**FROM:** Joanna Wu, Planner

**DATE:** March 6, 2025

**SUBJECT:** Appalachian Regional Commission Funding Request for FY 2026

### Mayor and City Council Action Requested

Staff is requesting Mayor and City Council to review and rank the staff recommendations for FY 2026 project funding requests for the City of Hagerstown to the Appalachian Regional Commission and authorizing to submit request for review by the County Commissioners.

### Background Information

The Tri-County Council of Western Maryland is seeking local project funding requests for the Appalachian Regional Commission (ARC) for FY 2026. The deadline for submittal of Preliminary Project Descriptions to Washington County is Thursday, March 20, 2025. The County Commissioners will prioritize all requests submitted within the county and will forward the requests with their recommendations to the Tri-County Council for review and action. The Tri-County Council will then invite top-ranking proposals to submit a full grant application to the ARC, usually sometime in the fall. The matching requirement is 50% and federal funds cannot be used to match the ARC request. Projects must meet one or more ARC program goals and State objectives.

### City of Hagerstown Funding Requests

Staff recommend that Mayor and Council rank and submit the following projects for consideration for ARC funding in FY 2026:

- Phase II of the Hager House Museum Renovation
  - o To continue the renovation and update the space to create modern interpretive exhibits
- Update of the City's Comprehensive Plan
  - o State law requires the Comprehensive Plan to be updated every 10 years. Our last update was done in-house in 2018 and the last consultant assisted plan update was done in 2008. The plan requirements are too technical for two in-house updates in a row.

### Next Steps

A vote to authorize submission of ARC Grant request to Washington County is scheduled for the March 26<sup>th</sup> regular session.

FY 26 ARC GRANT PROJECT PROPOSALS

<b>Project</b>	<b>Description</b>	<b>State Strategy</b>	<b>ARC Grant Request</b>	<b>50% Matching</b>
Phase II of the Hager House Museum Renovation	Upgrade the space and create new and modern interpretive exhibits	4.3.2: Assist in development of tourism opportunities related to historic and cultural resources.	\$150,000	\$150,000 match from FY26 CIP
Update of the City's Comprehensive Plan	Hire consultants to help update the City's Comp Plan (last updated 2018)	1.2.4: Provide technical assistance and support development of plans and studies.	\$100,000	\$100,000 match from FY26 CIP