

Mayor and Council Executive Session, Special Session (8th Voting Session) and Work Session April 8, 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"

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

"Real generosity towards the future lies in giving all to the present" – Albert Camus

3:00 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

1. Acceptance of Purchase of Ballistic Vests for Washington County Police Academy Recruits
2. Acceptance of Purchase of Warranty Extension for the Western Maryland Regional Crime Lab (WMRCL) Gas Chromatography Spectrometry

4:00 PM WORK SESSION

- 4:10 PM** 1. FY 2026 Budget Review – *Scott Nicewarner, City Administrator; Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*
- 5:00 PM** 2. Proposed Lodging Out-of-Doors Ordinance -- *Chief Paul 'Joey' Kifer*
- 5:20 PM** 3. Follow-Up to Public Hearing: (ZT-2024-03) Cannabis-related Land Management (LMC) Text Amendments – *Kathy Maher, Director of Planning and Code*
- 5:35 PM** 4. Follow Up to Public Hearing – (ZT-2024-04) Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) Zoning District -- *Joanna Wu, Planner*
- 5:45 PM** 5. Follow-Up to Public Hearing: (ZM-2024-04) Proposed PUD-R Overlay Map Amendment Doub Farm Landis Road – *Stephen Bockmiller, Development Planner and Zoning Administrator*
- 6:05 PM** 6. Quit Claim - Washington County Museum of Fine Arts -- *Jim Bender, City Engineer*
- 6:15 PM** 7. License Agreement: Antietam Paper Building – *Jim Bender, City Engineer*
- 6:30 PM** 8. Nondisclosure Agreement: Columbia Gas Crossbore Program – *Jim Bender, City Engineer*
- 6:45 PM** 9. Presentation of Community Development Block Grant (CDBG) Citizen Advisory Committee Recommendations for FY2026 Public Service Grants -- *Margi Joe,*

*Community Development Manager and Rachel Paul, Planning and Outreach
Coordinator*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

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

April_8__2025_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
APRIL 8, 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.”

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

3:00 p.m. EXECUTIVE SESSION

1. To conduct collective bargaining negotiations or consider matters that relate to the negotiations, (#9)

** Negotiations Update*

***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: April 8, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 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**

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Acceptance of Purchase of Ballistic Vests for Washington County Police Academy Recruits

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Ballistic_Vests.pdf

Consent_Form_-_Atlantic_Tactical.pdf

SQ_80816496.pdf

1129815_Amendment.pdf

1129815_Agreement.pdf

Description

Motion: Purchase of Vests
Police Academy Recruits

CONSENT FORM

QUOTE

CONTRACT

CONTRACT

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 8, 2025

TOPIC: Acceptance of Purchase of Ballistic Vests for WCPA Recruits

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

MOTION: I hereby move for Mayor and Council approval of the purchase of (13) ballistic vests for the recruits currently enrolled in the Washington County Police Academy. Funding will zero out 2 existing grant accounts with the balance taken from the general fund (firearms, body armor). The total amount of this purchase is \$25,915.12.

DATE OF PASSAGE: April 8, 2025

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|--|--|--|
| Indicate with an X | FOCUS AREA | GOAL STATEMENT |
| | NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY | The citizens of Hagerstown will experience a high quality of life. |
| X | PUBLIC SAFETY | The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe. |
| | PUBLIC FACILITIES & INFRASTRUCTURE | The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner. |
| | ECONOMIC DEVELOPMENT | The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs. |
| | CITIZEN-BASED GOVERNMENT | The City of Hagerstown is an ethical and financial responsible government. |
| | FISCAL ACCOUNTABILITY | The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making. |
| | PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING | The City of Hagerstown supports a culturally vibrant community. |
| | INNOVATIVE/PROGRESSIVE GOVERNMENT | The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization. |
| | COMMUNITY PROMOTION/PRIDE | The City of Hagerstown will improve our community image. |
| | ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM | The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means. |
| | MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES | The City of Hagerstown takes a creative approach at finding solutions. |

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase covers our newly hired academy recruits, providing them with the necessary protection to perform the job. The purchase is utilizing a combination of grant monies and general funds to meet the purchasing need. The purchase meets city purchasing requirements.

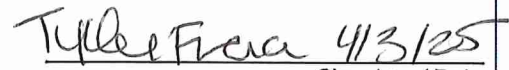

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve


Signature / Date

(3) Chief Financial Officer

COMMENTS


Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval


Signature / Date



772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80816496

3/18/2025



| | | | | | |
|---|--|--------------------------------------|--------------------|--|-------------------------|
| Customer | | Contact | | Ship To | |
| CITY OF HAGERSTOWN PD ACCOUNTS PAYABLE 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | | HAGERSTOWN PD POLICE ADMINISTRATION 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | |
| Account | Terms | Due Date | Account Rep | Schedule Date | |
| HAG1010 | NET 30 | 4/17/2025 | Jeff Bridi | 3/18/2025 | |
| Quotation | PO # | Reference | Ship VIA | Page | Printed |
| SQ-80816496 | HECKMAN | Quote-HPD-031824 | FDX G Ground | 1 | 3/24/2025 11:43:01AM |
| L Item | Description | Qty | Price | UM | Discount |
| 1 QUOTE-SAFMONTCO | Pricing per MONTGOMERY CO. CONTRACT #1129815 exp 5.31.25 22-QUO-003800 | 1 | \$0.00 | EA | |
| 2 SBA1219784M | Safariland 1219784-M SX Level II A7 - Male Panel Set Blocker, Ron 2012-1813 Avila, Edgar 2212-2013 Sims, Michael 2012-1814 Mohamad, Khosim 2213-2215 Younger, Chris 2213-2214 Kiessling, Mason 2213-2015 Long, Zachary 2214-2216 Hall, James 2414-2415 Chapman, Braden 2013-2014 Miller, Justin 2013-2015 Ryce, Tyler 2012-2014 Wilson, Thomas 2012-2013 Barnes, Luke 2214-2016 | 13 | \$954.75 | EA | |
| 3 SBA1168055 | Safariland 1168055 IMPAC HT1 5X8 Single Curve Rectangle | 13 | \$131.1 | EA | |
| 4 SBA1219785F | Safariland 1219785-F SX Level II A5 - Female Structured Panel Set Patterson, Danielle R2011-2011 | 1 | \$954.75 | EA | |
| 5 SBA1168057 | Safariland 1168057 IMPAC HT1F 5X7 Single Curve Rectangle Female | 1 | \$131.1 | EA | |
| 6 SBA1348925NV | Safariland Armor 1348925 M Series Concealable Carrier Navy | 14 | \$114 | EA | |
| 7 1223589PLNVWT | SAFARILAND ID Patch - Large 8.5 x 3 POLICE Navy Patch White Letters | 14 | \$7.13 | EA | |
| 8 SBA1364298DN | Safariland 1364298 6905 EXT TMW Carrier, Side Opening, Traditional Molle Webbing Dark Navy | 28 | \$322.05 | EA | |
| Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check. | | Tax Details EXEMPT \$0.000 | | Taxable | |
| | | | | \$0.00 | |
| | | | | Total Tax | |
| | | | | \$0.00 | |
| | | | | Exempt | |
| | | | | \$25,915.12 | |
| | | | | Total | |
| | | | | \$25,915.12 | |
| | | | | Balance | |
| | | | | \$25,915.12 | |

**REMIT TO: 3319 Anvil Place, Raleigh, NC 27603**

3/18/2025



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Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070

Contract No. 1129815
Amendment No. 3

This Amendment is between Montgomery County, Maryland (the "County") and Atlantic Tactical, Inc. (the "Contractor"), 763 Corporate Circle, New Cumberland, PA 17070.

Background

1. The parties entered into Contract No. 1129815 on May 14, 2021.
2. The present contract expiration date is May 13, 2024.
3. The purpose of this contract is to provide for Police supplies.
4. The contract authorizes an extension of the contract term, at the option of the County.
5. The purpose of this amendment is to extend the contract term.

Changes


1. The contract term is extended through May 13, 2025.

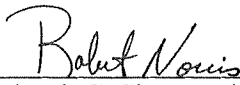
Effect

1. Existing contract terms remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration date.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this amendment until the Director, Office of Procurement signs it.

Recommended:

Montgomery County, Maryland

By: 
Chief of Police

By:  for _____
Avinash G. Shetty, Director
Office of Procurement

01/03/2024

Date

3/7/2024

Date

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS FORM AS TO FORM AND LEGALITY.



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

June 26, 2024

Mr. Thomas Caruso
Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070

RE: Contract #1129815 – Police Supplies

Dear Mr. Caruso:

This is in response to your email dated June 11, 2024; in which you submitted updated manufacturer retail price lists and their effective dates for Contract #1129815 for Police Supplies.

Section II Compensation of the Contract states "New MSRP published price lists must be dated with the effective date of the new price list. Once new MSRP lists are approved by the Office of Procurement, the Department will provide notification of acceptance of the new lists to the Vendor. Orders placed and Invoices received after the acceptance of the new price lists may be calculated at the same or lower pricing as contained in the new lists, however the 'discounts off percentages for each manufacturer listed in Attachment C of the Contract must remain the same for all terms of this Contract, Quotes offered and Orders placed prior to the effective dates of new price lists must be honored and invoiced at the pricing at the time the quote was offered if the order was placed while the quote was still in effect and not expired."

Your updated price lists are approved by this Office on June 26, 2024.

This document is acceptable, and therefore, in accordance with the above-referenced Contract Provision, I hereby approve prices as referenced in the newly published price lists, to be effective the date of this letter.

Should you have any questions, please contact Sarah W. McRae at sarah.mcrae@montgomerycountymd.gov.

Sincerely,

Sarah W. McRae

Avinash G. Shetty, Director
Office of Procurement

cc: Patricia Ross, Police
Andrea Hennessy-Welcome, Police

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov



[illegible]

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|--|--|--|
| Indicate with an X | FOCUS AREA | GOAL STATEMENT |
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase covers our newly hired academy recruits, providing them with the necessary protection to perform the job. The purchase is utilizing a combination of grant monies and general funds to meet the purchasing need. The purchase meets city purchasing requirements.

 4/2/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

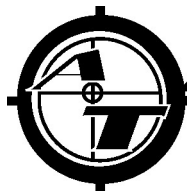
COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

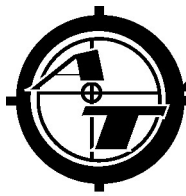
SALES QUOTE

SQ-80816496

3/18/2025



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|---|-----------------|--|--|--|--|--------------------------------------|-----------|---|-------------------------|
| Customer | | Contact | | Ship To | | | | | |
| CITY OF HAGERSTOWN PD ACCOUNTS PAYABLE 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | | HAGERSTOWN PD POLICE ADMINISTRATION 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | | | |
| Account | | Terms | | Due Date | | Account Rep | | Schedule Date | |
| HAG1010 | | NET 30 | | 4/17/2025 | | Jeff Bridi | | 3/18/2025 | |
| Quotation | | PO # | | Reference | | Ship VIA | | Page | Printed |
| SQ-80816496 | | HECKMAN | | Quote-HPD-031820 | | FDX G Ground | | 1 | 3/24/2025 11:43:01AM |
| L | Item | Description | | Qty | | Price | UM | Discount | Amount |
| 1 | QUOTE-SAFMONTCO | Pricing per MONTGOMERY CO. CONTRACT #1129815 exp 5.31.25 22-QUO-003800 | | 1 | | \$0.00 | EA | | \$0.00 |
| 2 | SBA1219784M | Safariland 1219784-M SX Level II A7 - Male Panel Set Blocker, Ron 2012-1813 Avila, Edgar 2012-2013 Sims, Michael 2012-1814 Mohamad, Khosim 2013-2215 Younger, Chris 2013-2214 Kiessling, Mason 2013-2015 Long, Zachary 2014-2216 Hall, James 2414-2415 Chapman, Braden 2013-2014 Miller, Justin 2013-2015 Ryce, Tyler 2012-2014 Wilson, Thomas 2012-2013 Barnes, Luke 2014-2016 | | 13 | | \$954.75 | EA | | \$12,411.75 |
| 3 | SBA1168055 | Safariland 1168055 IMPAC HT1 5X8 Single Curve Rectangle | | 13 | | \$131.1 | EA | | \$1,704.30 |
| 4 | SBA1219785F | Safariland 1219785-F SX Level II A5 - Female Structured Panel Set Patterson, Danielle R2011-2011 | | 1 | | \$954.75 | EA | | \$954.75 |
| 5 | SBA1168057 | Safariland 1168057 IMPAC HT1F 5X7 Single Curve Rectangle Female | | 1 | | \$131.1 | EA | | \$131.10 |
| 6 | SBA1348925NV | Safariland Armor 1348925 M Series Concealable Carrier Navy | | 14 | | \$114 | EA | | \$1,596.00 |
| 7 | 1223589PLNVWT | SAFARILAND ID Patch - Large 8.5 x 3 POLICE Navy Patch White Letters | | 14 | | \$7.13 | EA | | \$99.82 |
| 8 | SBA1364298DN | Safariland 1364298 6905 EXT TMW Carrier, Side Opening, Traditional Molle Webbing Dark Navy | | 28 | | \$322.05 | EA | | \$9,017.40 |
| Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check. | | | | | | Tax Details EXEMPT \$0.000 | | Taxable Total Tax Exempt Total Balance | |
| | | | | | | | | \$0.00 \$0.00 \$25,915.12 \$25,915.12 \$25,915.12 | |



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-80816496

3/18/2025



| Customer | | Contact | Ship To | | | |
|---|------------------------|------------------|--|---------------|-------------------------|-------------|
| CITY OF HAGERSTOWN PD ACCOUNTS PAYABLE 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | HAGERSTOWN PD POLICE ADMINISTRATION 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | |
| Account | Terms | Due Date | Account Rep | Schedule Date | | |
| HAG1010 | NET 30 | 4/17/2025 | Jeff Bridi | 3/18/2025 | | |
| Quotation | PO # | Reference | Ship VIA | Page | Printed | |
| SQ-80816496 | HECKMAN | Quote-HPD-031821 | FDX G Ground | 2 | 3/24/2025 11:43:01AM | |
| L Item | Description | Qty | Price | UM | Discount | Amount |
| | Note: STD Badge Velcro | | | | | |
| Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check. | | | Tax Details EXEMPT \$0.000 | | Taxable | \$0.00 |
| | | | | | Total Tax | \$0.00 |
| | | | | | Exempt | \$25,915.12 |
| | | | | | Total | \$25,915.12 |
| | | | | | Balance | \$25,915.12 |

Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070

Contract No. 1129815
Amendment No. 3

This Amendment is between Montgomery County, Maryland (the "County") and Atlantic Tactical, Inc. (the "Contractor"), 763 Corporate Circle, New Cumberland, PA 17070.

Background

1. The parties entered into Contract No. 1129815 on May 14, 2021.
2. The present contract expiration date is May 13, 2024.
3. The purpose of this contract is to provide for Police supplies.
4. The contract authorizes an extension of the contract term, at the option of the County.
5. The purpose of this amendment is to extend the contract term.

Changes

1. The contract term is extended through May 13, 2025.

Effect

1. Existing contract terms remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration date.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this amendment until the Director, Office of Procurement signs it.

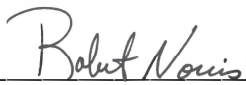
Recommended:

Montgomery County, Maryland

By: 
Chief of Police

01/03/2024

Date

By:  for _____
Avinash G. Shetty, Director
Office of Procurement

3/7/2024

Date

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS FORM AS TO FORM AND LEGALITY.



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

June 26, 2024

Mr. Thomas Caruso
Atlantic Tactical, Inc.
763 Corporate Circle
New Cumberland, PA 17070

RE: Contract #1129815 – Police Supplies

Dear Mr. Caruso:

This is in response to your email dated June 11, 2024; in which you submitted updated manufacturer retail price lists and their effective dates for Contract #1129815 for Police Supplies.

Section II Compensation of the Contract states “New MSRP published price lists must be dated with the effective date of the new price list. Once new MSRP lists are approved by the Office of Procurement, the Department will provide notification of acceptance of the new lists to the Vendor. Orders placed and Invoices received after the acceptance of the new price lists may be calculated at the same or lower pricing as contained in the new lists, however the ‘discounts off percentages for each manufacturer listed in Attachment C of the Contract must remain the same for all terms of this Contract, Quotes offered and Orders placed prior to the effective dates of new price lists must be honored and invoiced at the pricing at the time the quote was offered if the order was placed while the quote was still in effect and not expired.”

Your updated price lists are approved by this Office on June 26, 2024.

This document is acceptable, and therefore, in accordance with the above-referenced Contract Provision, I hereby approve prices as referenced in the newly published price lists, to be effective the date of this letter.

Should you have any questions, please contact Sarah W. McRae at sarah.mcrae@montgomerycountymd.gov.

Sincerely,

Sarah W. McRae

Avinash G. Shetty, Director
Office of Procurement

cc: Patricia Ross, Police
Andrea Hennessy-Welcome, Police

Office of Procurement

27 Courthouse Square, Suite 330 • Rockville, Maryland 20850 • 240-777-9900 • 240-777-9956 TTY • 240-777-9952 FAX
www.montgomerycountymd.gov

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

Topic:

Acceptance of Purchase of Warranty Extension for the Western Maryland Regional Crime Lab (WMRCL) Gas Chromatography Spectrometry

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion_-_GC-MS_Warranty_Extension.pdf

Motion: Purchase WMRCL
Gas Chromatography
Spectrometry

CONSENT_FORM_-AGILENT.pdf

CONSENT FORM

MAR5_-_5001443144_-SW-035-NQC-01311_-_v.0320.1.1.2.pdf

QUOTE

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 8, 2025

TOPIC: Acceptance of Purchase of Warranty Extension for the WMRCL's Gas Chromatography Spectrometry

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

MOTION: I hereby move for Mayor and Council approval of the purchase of a 3 year extended warranty for lab equipment, at a total cost of \$40,926.24. Funding will come from the general fund and the transfer of funds from existing lab line items.

DATE OF PASSAGE: April 8, 2025

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 8, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): WMRCL

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: GC-MS Warranty Extension 4/30/25 - 4/29/28

Account No: 0110001.5378 CIP Control No. _____

Budget Amount: \$ 5.0 Account Balance: \$ 5.108 Unbudgeted Amount: \$ 0.108

Fiscal Year: 2026 Hyd5-Py08 Source of Funds: General

| Quantity | Description | Value |
|----------|---|--------------|
| 1 | Gas Chromatography Spectrometry Warranty Extension | \$ 40,926.24 |
| | 3 year warranty - paying all in advance. monthly exp = \$1,136.84 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL VALUE OF PROJECT | \$ 40,926.24 |

ABOVE TO BE USED FOR: This warranty is specific to existing equipment.

RECOMMENDED VENDOR: Business Name: Agilent Technologies
Business Address: 2850 Centerville Road
City/State/Zip: Wilmington, Delaware 19808-1610

Bid/Proposal/Quote No.: 5001443144 Sole Source? X Yes No

[illegible]

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|--|--|--|
| Indicate with an X | FOCUS AREA | GOAL STATEMENT |
| | NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY | The citizens of Hagerstown will experience a high quality of life. |
| X | PUBLIC SAFETY | The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe. |
| | PUBLIC FACILITIES & INFRASTRUCTURE | The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner. |
| | ECONOMIC DEVELOPMENT | The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs. |
| | CITIZEN-BASED GOVERNMENT | The City of Hagerstown is an ethical and financial responsible government. |
| | FISCAL ACCOUNTABILITY | The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making. |
| | PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING | The City of Hagerstown supports a culturally vibrant community. |
| | INNOVATIVE/PROGRESSIVE GOVERNMENT | The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization. |
| | COMMUNITY PROMOTION/PRIDE | The City of Hagerstown will improve our community image. |
| | ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM | The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means. |
| | MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES | The City of Hagerstown takes a creative approach at finding solutions. |

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This warranty is necessary to keep our equipment operational. The costs is negligible to replacement costs if the equipment were to fail. This cost will be covered within our budget.

 4/2/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 4/3/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

 4/4/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/4/25
Signature / Date



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 30, 2025

To: Scott Nicewarner,
City Administrator

From: Paul Kifer,
Chief of Police

In 2017, the Western Maryland Regional Crime Laboratory (WMRCL) purchased a Gas Chromatography Spectrometry (GC-MS) at a cost of \$116,036.48 from Agilent Technologies. A four (4) year extended warranty, costing \$18,182.88, was included in that cost. In 2022, a three (3) year extended warranty, costing \$34,500.96, was purchased. The current warranty is due to expire at the end of April 2025.

The GC-MS is a combined analytical method incorporating gas chromatography and mass spectrometry. Gas chromatography is a technique used to separate different compounds in a sample mixture. The mass spectrometer breaks each sample molecule into atomic mass fragments, which are specific to each different compound.

When used together, these methods allow a much finer degree of substance identification than either technique used separately. GS-MS is regarded as a "gold standard" for forensic substance identification because it is used to perform a specific test, which positively identifies the presence of a particular substance. The WMRCL utilizes GC-MS on a daily basis for nearly all reported substance identifications.

The GC-MS instrumentation is sold through manufacturers, not through retail outlets. The WMRCL is seeking approval to purchase an additional three (3) year warranty with Agilent Technologies. This new warranty will cost \$40,926.24 and will cover replacement parts and repair costs from April 30, 2025 – April 29, 2028.

Life expectancy for the current GC-MS instrument used on a regular basis is in the 7–8-year range. The current GC-MS is at the end of its usual lifespan; however, the instrument has been operating reliably. Additionally, this GC-MS was a new design when purchased, and the WMRCL was an early adopter. This means that it is unknown how the new design will impact the lifespan of the instrument. The WMRCL had expected to replace the GC-MS in 2027, however this warranty will allow an additional year of service. The department's previous GC-MS lasted 8.5 years.

\$ 3,000 from 0110205 5303 to 0110205 5378
\$ 600 from 0110205 5401 to 0110205 5378
\$ 2,000 from 0110205 5555 to 0110205 5378
\$ 2,000 from 0110205 5832 to 0110205 5378
\$ 1,000 from 0110205 5591 to 0110205 5378
\$20,000 from 0110001 5301 to 0110205 5378

A Nationally Accredited Law Enforcement Agency





Delivery Site:

City of Hagerstown
Police Dept
50 N Burhans Blvd
HAGERSTOWN MD 21740-4661
USA
Tax ID:

Jessica Shaffer
jshaffer@hagerstownpd.org
+13017664115

Invoice To:

City of Hagerstown
Police Dept
50 N Burhans Blvd
HAGERSTOWN MD 21740-4661
USA
Tax ID:

QUOTATION

| | |
|---|--|
| Quotation Number: 5001443144 | Quotation Date: March 20, 2025 |
| Coverage Period: 04/30/2025 - 04/29/2028 | Payment Terms: Net 30 Days |
| Quotation Expiration Date: All quoted prices are valid for 90 days from quotation date. | |

Direct Inquiries to:

Contact Name: Samantha Weber
Contact E-mail: SAMANTHA.WEBER@AGILENT.COM
Contact Telephone: +13026368059

Service Contract Quotation:

| | |
|-----------------|---|
| Ship To: | City of Hagerstown Police Dept 50 N Burhans Blvd HAGERSTOWN MD 21740-4661 USA |
|-----------------|---|

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Agilent Technologies Inc
5301 Stevens Creek Blvd
Santa Clara CA 95051
United States

Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America
SWIFT: BOFAUS3N
Beneficiary Account: 12331-31561
Beneficiary Name: Agilent Technologies Inc

ORIGINAL

Quotation Number: 5001443144

Quotation Date: March 20, 2025

| Item # | System Handle | Serial Number | Model Description | Service Description | EGS | Qty | Start date / End date if different from SC Period | Total Price (USD) |
|--------|---------------|---------------|---|---------------------|------------|-----|---|-------------------|
| 1 | 1 | | GCMS 5977 Turbo System | CROSSLAB SILVER | 06/30/2030 | 1 | | 42,192.00 |
| | | US18270002 | Agilent Intuvo 9000 GC System | | | | | |
| | | CN18040093 | 7693A Tray, 150 Vial | | | | | |
| | | US1828M002 | 5977B Inert Plus MSD Turbo EI Mainframe | | 06/30/2030 | | | |
| | | CN91800861 | 7693A Autoinjector | | | | | |
| | | CN18090114 | 7693A Autoinjector | | | | | |
| | | | | | | | | |

| | |
|-------------------------------------|-----------|
| Total Amount before Discount | 42,192.00 |
| Discount - Multi-Year PO-H | -1,265.76 |
| Total before Tax | 40,926.24 |
| Sales Tax 0.000% | 0.00 |
| Total (USD) | 40,926.24 |

EGS = End of Guaranteed Support for earliest module

Summary of Charges:

Note: These prices reflect additions, deletions and warranties.

| Year: | Invoice Period: | Prices by Invoice Period: |
|-------|-------------------------|---------------------------|
| | 04/30/2025 - 04/29/2028 | 40,926.24 |

Notes:

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Quotation Number: 5001443144

Quotation Date: March 20, 2025

| Exhibit | URL |
|---------------------|--|
| Exhibit22X.as px | http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x <u>Password: br8zUWuC</u> |

This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>) and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>). Products or Services that are manufactured, configured or adapted to meet Customer's requirements are subject to the Agilent Terms of Sales - Custom products (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>). If you have a previously signed agreement with Agilent covering such Products, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.

Agilent Payment Method: ACH.

Credit card accepted only at the time of order placement.

Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|---|--|--|
| Indicate with an X | FOCUS AREA | GOAL STATEMENT |
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COMMENTS This warranty is necessary to keep our equipment operational. The costs is negligible to replacement costs if the equipment were to fail. This cost will be covered within our budget.


Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Delivery Site:

City of Hagerstown
Police Dept
50 N Burhans Blvd
HAGERSTOWN MD 21740-4661
USA
Tax ID:

Jessica Shaffer
jshaffer@hagerstownpd.org
+13017664115

Invoice To:

City of Hagerstown
Police Dept
50 N Burhans Blvd
HAGERSTOWN MD 21740-4661
USA
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QUOTATION

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|---|--|
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Direct Inquiries to:

Contact Name: Samantha Weber
Contact E-mail: SAMANTHA.WEBER@AGILENT.COM
Contact Telephone: +13026368059

Service Contract Quotation:

| | |
|-----------------|---|
| Ship To: | City of Hagerstown Police Dept 50 N Burhans Blvd HAGERSTOWN MD 21740-4661 USA |
|-----------------|---|

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Agilent Technologies Inc
5301 Stevens Creek Blvd
Santa Clara CA 95051
United States

Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America
SWIFT: BOFAUS3N
Beneficiary Account: 12331-31561
Beneficiary Name: Agilent Technologies Inc

ORIGINAL

Quotation Number: 5001443144

Quotation Date: March 20, 2025

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| | | | | | | | | |

| | |
|-------------------------------------|-----------|
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| Total before Tax | 40,926.24 |
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Note: These prices reflect additions, deletions and warranties.

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| | 04/30/2025 - 04/29/2028 | 40,926.24 |

Notes:

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Quotation Number: 5001443144

Quotation Date: March 20, 2025

Exhibit URL

Exhibit22X.as <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x>
px [Password: br8zUWuC](#)

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Agilent Payment Method: ACH.

Credit card accepted only at the time of order placement.

Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

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

Topic:

FY 2026 Budget Review – *Scott Nicewamer, City Administrator, Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY26_Budget_Review_Memo_04-08-2025.pdf

Description

FY26 Budget Review



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

Date: April 8, 2025

Subject: FY26 Budget Review

On Tuesday, April 1, 2025, we began FY26 Proposed Budget discussions with a summarized overview. Staff will continue to review the FY26 Proposed Budget through April and May. The schedule outlined below is a draft and can be updated based upon time needed and discussion topics.

April 8, 2025:

1. Assessable Base and Property Tax Rate – Section 1, Pages 6-7
2. Appropriation of GF Fund Balance Reserves – Section 1, Page 10
3. General Fund Revenue and Expenditure Budget Comparisons – Section 1, Pages 39-41
4. General Fund Overview Statement of Revenue and Expenditures – Section 2, Pages 1-4
5. General Fund Operating Revenue – Section 2, Pages 5-14
6. General Fund Operating Budget Expenditures – Section 2, Pages 15-71
7. Mayor & Council Discussion and Questions

April 15, 2025 through May 20, 2025:

Future budget review work sessions are anticipated to continue discussions on the General Fund and cover the following topics throughout April and May.

1. General Fund 5 Year Projections – Section 6
 - a. General Fund Revenue Projections – Pages 3, 5, and 7
 - b. General Fund Expenditures Projections – Pages 4, 9 and 10
 - c. General Fund Debt Service Projections – Pages 12-13
2. Parking Fund 5 Year Projections - Section 6, Pages 24-26
3. Water Fund 5 Year Projections - Section 6, Pages 18-20
4. Wastewater Fund 5 Year Projections - Section 6, Pages 21-23
5. Economic Redevelopment Fund – Section 4, Pages 10-12
6. CDBG Fund – Section 4, Pages 3-8
7. American Rescue Plan Act of 2021 (ARPA) – Section 1, Page 8-9
8. Capital Improvement Program – Section 7
 - a. Strategic Plan – Pages 2-3
 - b. General Fund Projects by Funding Source (Bond Financing; CIP Fund Balance; and Transfers to CIP-General Fund) - Pages 16-21
9. Parking Fund Capital Improvement Projects - Section 7, Pages 40-41 and 164-167
10. Stormwater Fund 5 Year Projections - Section 6, Pages 31-32
11. Stormwater Fund Capital Improvement Projects - Section 7, Pages 46-47 and 173-180
12. Electric Fund 5 Year Projections - Section 6, Pages 15-17
13. Electric Fund Capital Improvement Projects - Section 7, Pages 32-35 and 115-135
14. Water Fund Capital Improvement Projects - Section 7, Pages 36-37 and 136-150



15. Wastewater Fund Capital Improvement Projects - Section 7, Pages 38-39 and 151-163

May 13, 2025:

- Public Hearing: FY26 Budget and Property Tax Rate
- Introduction of Ordinances (FY26 Budget and Property Tax Rate)

May 20, 2025:

- Adoption of Ordinances (FY26 Budget and Property Tax Rate)

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

Topic:

Proposed Lodging Out-of-Doors Ordinance -- *Chief Paul '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: Proposed Ordinance
Outdoor Lodging



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

April 8, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, 
Chief of Police

Ref: Proposed Lodging Out of Doors Ordinance

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.

This Ordinance will have a sunset clause of six months and be reevaluated by the Mayor and Council.

Thank you.



DRAFT ORDINANCE (FROM MARCH 11, 2025)

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**

Topic:

Follow-Up to Public Hearing: (ZT-2024-03) Cannabis-related Land Management (LMC) Text Amendments – *Kathy Maher, Director of Planning and Code*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

M_CC_packet__4_8_2025_Cannabis_Related_LMC_Text_Amendments.pdf

Cannabis-related
LMC
amendments



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department


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MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director 

SUBJECT: Follow Up to Public Hearing – Cannabis-related Land Management Code Amendments (ZT-2024-03)

DATE: April 2, 2025

Staff will be present at the April 8 meeting for the follow up discussion to the public hearing on March 25 on a package of amendments to the Land Management Code related to cannabis.

While most of these provisions were originally part of the 2024 annual package of amendments approved last 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.

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.

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. *(PUD-R overlay zone not included because the request to retain PUD-R for indoor plant cultivation and processing facilities came later.)*

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. The local Liquor Board also uses 500 feet separation when reviewing license requests for alcohol retail stores.

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

Potential Revision in Response to Council Inquiry at March 11 Work Session

Councilwoman Anderson asked if a karate studio would be considered one of the protected classes requiring the 500 foot separation from cannabis, tobacco, etc. Staff felt the list of uses did not obviously include karate studios. If the Council so desires, the list could be slightly modified to have **'Fitness and Recreational Sports Centers'** replace **'Recreation Center,'** and then add a definition for that existing use in our code. The following is a possible definition suggested by staff:

Fitness and Recreational Sports Center -an establishment primarily engaged in operating fitness and recreational sports activities featuring exercise and other physical fitness conditioning or recreational sports activities. Such establishments could include publicly- or privately-operated facilities and could be focused on one type of sports or recreational activity or multiple sports and recreational activities. Such establishments could be solely indoors or could include outdoor fields, courts, etc.

Public Input

No member of the public spoke at the public hearing and nothing has been received while the record was left open following the hearing.

Next Steps

If the Mayor and Council are ready to move forward with the proposed amendments or with any revisions to the package, introduction of the ordinance to amend the Land Management Code could occur on April 22..

Attachment

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: 4 | 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 |
| Summary: Amendments to cannabis related enterprises and to have alcohol sales stores be consistently treated with cannabis sales stores. | | |
| Justification: 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.

If desired by the Council, also add:

FITNESS AND RECREATIONAL SPORTS CENTER – an establishment primarily engaged in operating fitness and recreational sports activities featuring exercise and other physical fitness conditioning or recreational sports activities. Such establishments could include publicly- or privately-operated facilities and could be focused on one type of sports or recreational activity or multiple sports and recreational activities. Such establishments could be solely indoors or could include outdoor fields, courts, etc.

Article 4: Zoning

Section Z. Chart of Permitted and Special Exception Uses

| 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 |
|-----|-----|------|----|----|-------|
|-----|-----|------|----|----|-------|

| | | | | | |
|---|----|----|---|---|---|
| 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 | |

| 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 (or recreation center fitness and recreational sports center), library, public park, or religious sanctuary. | P | P | P | P |

April 2, 2025

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

Topic:

Follow Up to Public Hearing – (ZT-2024-04) Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) Zoning District -- Joanna Wu, Planner

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Apr_8_follow_up_POM_text_amendment.docx

Description

POM text amend follow up



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MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner

DATE: April 3, 2025

SUBJECT: Follow Up to Public Hearing – ZT-2024-04 – Commercial Uses and Outdoor Recreation in the POM Zoning District

Staff will be present for the April 8th work session to discuss with the Mayor and Council the text amendment for commercial uses and outdoor recreation in the POM Zoning District.

Public Hearing

At the March 25 regular session, the Mayor and Council held a public hearing for this text amendment. Two ads were placed to advertise for the hearing. There were no public testimonies presented at the hearing. During the 10-day period, no comments were received.

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 29th for this text amendment and recommended approval for this proposal.

Next Steps

The introduction of this text amendment is scheduled for the April 22nd agenda.

Attachments: POM Text Amendment Proposal

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

Topic:

Follow-Up to Public Hearing: (ZM-2024-04) Proposed PUD-R Overlay Map Amendment Doub
Farm Landis Road – *Stephen Bockmiller, Development Planner and Zoning
Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Post_MCC_Hearing_Follow_Up.pdf

Description

Post Hearing Follow Up
PUD-R



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MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

DATE: April 3, 2025

SUBJECT: Follow Up to Public Hearing - ZM-2024-04 – Doub Farm PUD-R Overlay

BACKGROUND:

The Mayor and City Council conducted its required public hearing for this proposed map amendment on March 25, and left the record open for 10 days for additional submission of materials by the applicant and the public. Attached you will find correspondence from the applicant and several members of the public regarding this proposal that were received by today's deadline of noon for inclusion with this memo for distribution to the Mayor and City Council. The comment period closes at the end of the day tomorrow. Any additional comments received today or tomorrow will be forwarded to you on Monday.

ACTION REQUESTED:

The Mayor and Council are requested to deliberate or begin deliberations on the action it intends to take on this request. That action could be approval, approval with conditions or changes, or denial. It is not required that these deliberations conclude in one session if the elected officials determine more discussion is necessary. The decision must be based on criteria set forth in the Land Management Code. This criteria is summarized in my memo provided in advance of the hearing, with certain non-relevant references removed in order for the memo not to go beyond its already lengthy 12 pages. In order for the full context of the ordinance to be available to the elected body, an unredacted copy of those provisions (Article 4, Section J.1) is attached to this memo, as is my memo of March 19 preceding the hearing.

The elected body needs to focus on formulating positions on the requirements found in Article 4, Section J.1 which can then be placed into a legally defensible format (a "findings of fact and conclusions" document). If the elected officials determine to approve or approve with conditions the request, then an ordinance will be drafted for the purpose of amending the Hagerstown Zoning Map. Regardless of the decision, a "findings" document will be necessary.

Staff encourages the elected body to consult the City Attorney regarding the legal appropriateness or sufficiency of any condition it considers to attach to an approval.

ITEMS BEFORE THE ELECTED BODY:Proposed Amended Annexation Agreement.

There are pending proposed amendments to the Annexation Agreement for this property in order for this, or other forms of development to be able to be processed. When the property was annexed in 2009 (16 years ago), it was anticipated that this property would be developed for a major regional shopping center. Conditions were placed in the Annexation Agreement addressing concerns associated with this form of development. It is now apparent however, that developing this tract as originally envisioned will not happen due to changing economic conditions.

Staff have no objection to the removal of the fees, buses and buffering from the agreement. Staff feel some language related to transportation access expectations is critical.

While the record will close on the rezoning application and a decision must be made based on the material in the record, there is no such limitation on continued discussion with the applicant regarding the Annexation Agreement. The Agreement can only be amended by mutual consent of the City and the property owner. It is possible that the property owner will not want to amend the Agreement – or will change how it may request the Agreement be amended - if it is determined that the zoning overlay will not be approved.

In order for the PUD-R zoning overlay district to be approved, the Annexation Agreement must be amended first so that the conditions cited in the Agreement reflect the new anticipated site conditions. The requested amended Agreement is attached.

Proposed Zoning Overlay.

With the amendments to the Zoning Ordinance that were approved in 2020, review of PUDs by the elected officials was recrafted to focus only on the appropriateness of the proposed zoning of the development, as reflected in the zoning exhibit and application. While PUDs in the past and the Conversion and Local Conversion overlays were or are a more detailed plan, these revisions were put into place to make the PUD process more appealing to developers by allowing them to propose the locations and mixes of uses and bulk requirements for the development before engaging in detailed engineering. It is not a site-plan level of review.

It is the role of the elected body to determine whether the proposed zoning (use locations and bulk requirements) are acceptable based on compliance with certain general performance standards enumerated in the Ordinance. If the zoning overlay is approved, the development will be subject to all of the required development standards that any other development are subject to that are set forth in the Land Management Code, the City Engineer's codes for construction and development, any requirements set forth by utilities and by the County and State regarding connection to and improvement of County and State roads.

One example of this difference would be the proposed connection to Dual Highway. As a general element of the development, discussion of making that connection is entirely relevant to the layout and configuration of the development, and within the scope of the elected officials to consider in their deliberations. How that connection would be designed – whether full movement, signalized, etc. would be determined by the State Highway Administration based on what the final proposed development is, the amount and type of traffic it generates and other factors in the surrounding area beyond this project and even beyond city limits.

ADDITIONAL STAFF COMMENTS:

Staff offers the following additional comments:

1. Updated Plan – The applicant has provided an updated plan that more clearly identifies the open space areas on the plan. It also appears to remove any exclusively multi-family component to the development. All multi-family units would be in mixed use buildings in the purple area on the proposed revised plan.
2. Open Space - The “village green” is approximately 125 feet wide, 725 feet long and 2.2 acres in area. It is intended as a more formal open space to serve as part of the streetscape focal point required by the Ordinance. To provide a size comparison, the village green in the middle of Greenwich Park is an average of 95 feet wide, 600 feet long and 1.3 acres in area.

The total open space for this development exceeds Ordinance requirements. The nature of active recreation facilities such as tot lots, walking trails, etc. would be developed, reviewed and approved in accordance with the Subdivision and Land Development Ordinance (Article 5, Land Management Code) under the purview of the Planning Commission. At some point, the Mayor and Council may determine whether to accept donation of elements of this development's open space into the City's parks system. There are no city-owned public parks within a mile of this site.

3. School Capacity – The City has no Adequate Public Facilities Ordinance for school capacity, nor does it have any control over the construction of new school seats. School capacity should not be considered by the elected body in determining its course on this issue as it has no objective standard to apply in the matter.
4. S-Curve on Landis Road – Representatives of the owner of a property on the north side of Landis Road sent a representative to the hearing with a proposal to make adjustments to the proposed correction of the Landis Road S-curve since they may consider developing their property in the future. The suggestion creates a four-way intersection at a location that owner considers logical for street access into their property. This would also eliminate the one residential cul-de-sac in the proposed Doub Farm development. The Subdivision and Land Development Ordinance discourages the use of cul-de-sacs, so staff views the requested adjustment as an

improvement to this site design. The City cannot require the Applicant to give lands to another entity as part of the zoning overlay, but it may be a subject of discussion as part of the Annexation Agreement amendment process. Staff suggests the City Attorney weigh in on this matter.

COMMENTS SUBMITTED BY APPLICANT AND THE PUBLIC:

Comments submitted are attached. Any additional received before the deadline will be forwarded. Comments were received from:

1. Applicant – Revising and updating the zoning exhibit, commenting on meeting the ordinance requirements for open space, addressing impact on the adjacent religious facility, and a statement suggesting that some of the questions raised are premature at the strictly zoning stage and are best addressed at the subdivision/site plan stage with the Planning Commission. (two page letter plus revised plan)
2. Sandra Bloom – Provided her own analysis of whether the proposed design meets the requirements of the Ordinance for a PUD-R development. She states that she supports a PUD-R development on the subject property if it meets the design requirements, which she concludes the current plan does not. She also provides attachments to other land development concepts. (email with attachments – 28 pages).
3. Same – Additional email (2 pages).
4. Letter and illustration from William Wantz - Representing owner of property across Landis Road discussing the design of the S-curve (two pages plus 6-page exhibit).
5. Richard Hamilton, Owner of Hamilton Nissan – Discussing the connection to Dual Highway, its proposed location and nearby development (email – 1 page).
6. Carolyn Mentzer – Expressing support for commercial development on this tract. (email – 1 page).
7. Gwen Henson – Expressing concern for traffic safety on Landis Road (email – 1 page).
8. Ken Archer – Expressing concern with residential development of this tract (email – 1 page).

Copy: K. Maher, AICP, Director, PCAD
J. Thompson, Director, DCED
D. Reaser, Economic Development Manager, DCED
G. Poffenberger, P.E., Fox and Associates (for the Applicant)

Attachments: Memo of March 19, 2025
Article 4, Section J.1, Land Management Code (pages 4-59 to 4-67)
Revised Zoning Exhibit
Comments (1-8 above)



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MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

DATE: March 19, 2025

SUBJECT: March 25, 2025 Public Hearing
Proposed PUD-R Overlay Map Amendment
Doub Farm – Landis Road – ZM-2024-04

Staff will be present at the March 25th regular session to make a public presentation for the public hearing for a proposed PUD-R (Planned Unit Development – Regional) Zoning Overlay on the Doub Farm property.

PLANNING COMMISSION 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.

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.
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.

BACKGROUND:

PUD- R Overlay: The PUD provisions of the Zoning Ordinance were re-written a few years ago, with the intent to require PUDs to be 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.

This is the first application proposing to use one of the new planned unit development provisions to be submitted.

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 is under review with the City Attorney. Per the agreement, approval is required by both the City and the property owners for any revision to the agreement.

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 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 ¹ | (light brown color) |
| Open space, stormwater management, etc. | (green color) |

As a zoning exhibit, numbers are approximate. The exact number of dwelling units or configuration and size of commercial spaces is generalized and the exhibit intended to set the zoning requirements for this development. Exact configuration and unit yield would be set with the development plan. 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 Landis Road
3. A new four-lane road connecting the south end of the site to Dual Highway.

¹ 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. However, the applicant is not obligated to this configuration and reserves in this proposal to include all commercial and institutional uses permitted in the PUD-R District at this location, without exclusion.

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 four mixed use buildings with first floor commercial and upper floor residential in a "main street" configuration.

The process requires the applicant propose their own bulk requirements for ultimate review and approval by the Mayor and Council, which are shown in the chart at the top of the plan.

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

ANALYSIS OF PROPOSAL:

Section J of the Zoning Ordinance governs the creation of PUD Overlays. It is this section that sets the standards by which the Mayor and Council shall review and consider in a PUD proposal before making its decision whether to approve, approve with changes or reject the application. The following content is extracted from the Ordinance, but may be edited for brevity and relevance. Please consult Chapter 140 (Land Management Code), Article 4 (Zoning), Section J (Overlay Districts) for the references in their entirety. *Staff comments are in bold underlined italics.*

1. Planned Unit Developments (PUD).

- a. **Purpose.** The PUD District is established to permit and promote community scale, open air streetscape/ main street style commercial and mixed-use areas consisting of businesses serving the shopping and service needs of the community at large in an attractive public realm and promote public convenience and accessibility and contain common spaces, commercial, office and residential uses, and even limited warehousing and light manufacturing if designed in keeping with the scale of the development. The PUD District is designed to be flexible in development controls, but requires integrated design and appropriate transitions to surrounding existing land uses and promotes a diverse mix of housing options. The district is not intended to be accomplished in a fragmented, lot-by-lot fashion, developed with a single type of land use, nor developed in a manner where uses are segregated into dedicated pods throughout the tract. The uses will develop in an orderly manner in order to ensure achievement of a development with multiple uses and will be developed on a harmonious architectural theme and in a manner that focuses traffic flow on vehicles, bicycles and pedestrians. *Next three paragraphs omitted.*

In all PUD development, housing types are required to be mixed and to the degree possible, commercial and residential uses mixed in buildings and streetscapes. The Mayor and Council shall only approve a concept plan and the Planning Commission shall only approve development plans and site plans that generally integrate housing types and commercial types and do not create segregated areas or pods that separate housing types and commercial use types. *In their analysis, the Mayor and City Council will need to determine whether this intent of mixing uses and housing types has been met.*

b. Location.

First paragraph is omitted as not relevant, pertaining to the PUD-V District.

The PUD-R District may be established in the N-MU, CG and CR Districts. The area proposed to be zoned as a PUD-R District shall have an area of at least fifteen (15) acres. The base zoning district for this property is CR (Commercial Regional). The property is over 100 acres in area. This proposal complies with both of these provisions.

Since the residential component of a PUD rarely supports the commercial component in its entirety, all PUD Districts established after April 24, 2020 shall front on a collector or arterial street, as defined by the City Engineer's office, or upgrade existing local street(s) to collector or arterial status that will create frontage for the development. This is for the purpose of ensuring that there is sufficient regional and drive-by traffic and visibility to contribute to the economic viability of the commercial component of the PUD development. This tract fronts on Interstate 70 and will connect to Dual Highway, both of which are arterial roads. Certain streets within the development will be constructed to collector street standards. As a county road, Landis Road is not rated on the City's right of way map. This proposal meets this requirement.

c. Principal Permitted Uses and Special Exception Uses

(1) All uses in these districts shall be permitted, permitted by special exception in accordance with general and specific performance criteria found in Subsection U.7.a, or not permitted as enumerated in Section Z of this Article. The uses permitted in a PUD are enumerated in the use chart in Section Z.2. of the Zoning Ordinance, and not limited by the Overlay process. Those uses permitted by right or special exception, as depicted in Section Z.2 will be permitted in this development. The applicant states that they request the approved overlay include the potential of all uses listed as permitted in Article 4, Section Z.2 in the PUD-R District be permitted in this development. Given this is new structure in the Ordinance, and the Ordinance states that those uses are permitted by right or special exception, previously legislatively determined to be consistent with the district's intent, Staff recommends that any approval not contain provisions or conditions to curtail the list of permitted uses to less than what is permitted by the Permitted Uses chart in Article 4, Section Z.

(2). A PUD District shall be a mixed-use area and shall contain a mixture of residential types and commercial uses. Residential types shall be mixed among each other and not segregated into housing type pods. Mixing of commercial and residential uses in mixed use buildings and in compatible adjacency is a defining element of a PUD-R development. Five different housing types are proposed. The Mayor and City Council will need to determine whether this provision is met.

d. Accessory Uses.

(1) Uses and structures customarily accessory and incidental to any principal permitted use or authorized special exception use.

- (2). Home workstations, subject to the requirements of Subsection K.10 of this Article. The requirements shall not be relaxed for residences in zoning districts where commercial uses may be enumerated as a permitted use in that district.
- (3). Home day-care of up to eight (8) children, as licensed by the State of Maryland. Rest of this section omitted for brevity.

Since this process sets the zoning for the development, notes have been added addressing these accessory use provisions.

e. General Requirements for a Planned Unit Development.

Applications for planned development shall meet the following requirements:

- (1) The area proposed for a planned unit development shall be in one ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of the property included in the development plan. The owner is the applicant.
- (2). The site shall be of a size and shape suitable for the development proposed. At over 100 acres in area and generally rectangular in shape, the site is more than sufficient in size and shape on which to construct a PUD development.
- (3). The site is or can be served with public water and wastewater facilities. Public water and wastewater facilities shall be required in all PUDs. Water and wastewater facilities are available in the immediate area and would be provided by the City of Hagerstown. If it is determined for some reason in the future that water and wastewater services cannot be provided to this site, the PUD would be void.
- (4). The site shall be located adjacent to adequate highway facilities capable of serving existing traffic and that expected to be generated by the proposed development, as well as create exposure for commercial elements of the PUD. Opportunities for adjusting local public transportation service to the development should be explored by the developer. The first phase planned is the townhouse and single-family home component. The northern half of the site will contain about 415 homes, with two points of access onto Landis Road – a rural road which connects to Dual Highway via Day Road, to Mt. Aetna Road via Londontowne Drive and Abbey Lane and to White Hall Road. The Subdivision Ordinance stipulates "two or more public street access points are required where the number of dwelling units exceeds 100". Both Staff and the Planning Commission have advised that to have over four hundred units accessed by two points onto a single, rural country road is ill advised, yet the Applicant has offered no provision that guarantees the proposed direct access to Dual Highway will be built as the development moves forward.
- (5). The owners or developers must indicate that they plan to begin construction of the development within three years after final approval. If construction does not begin within three years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. If an appeal is pending on approval of a PUD, the three year clock will not start until the conclusion of the appeal process. For the purposes of this Section, construction shall mean securing Planning Commission approval of the development

plan or site plans for the first phase of development, securing grading permits for that section or those sections, and bona-fide commencement of site construction unless some alternative definition is incorporated by the Mayor and City Council into the Ordinance rezoning the property to include a PUD Overlay. No comment.

f. Application Procedures.

The following procedures shall be followed with respect to all applications for PUD District zoning:

- (1). Step I. Preliminary Consultation. A preliminary consultation shall be held between the Planning Commission and the applicant or developer of the proposed planned unit development. The application for PUD District zoning shall be accompanied by a concept plan prepared by a registered professional engineer, registered architect or landscape architect or registered land surveyor. The concept plan shall be to scale and contain sufficient information to establish the identity of proposed uses and approximate dimensions and locations of proposed major structures, general street alignments, regional and/or local open space, pedestrian walkways and project boundaries. The preliminary consultation with the Planning Commission was completed in late 2024.

The Concept Plan. In addition to the basic intent of a Concept Plan as defined in Article 3, for the purposes of a PUD Overlay District, the Concept Plan is a generalized, nonspecific plan that shows the general intent of the layout and arrangement of the development in what is generally known as a "bubble plan" format. It allows the developer to obtain approval of the overlay zoning provided by the PUD without having to invest in detailed engineering studies or other expensive services. See below example. The zoning exhibit, attached hereto, is that concept plan. The following paragraph of the Ordinance text ends with a list of six requirements of the plan. The zoning exhibit provides the required items in this list of six elements. That list is omitted here for brevity. Item (f) refers to the "regional streetscape focal point". In this case, the main north-south connector road through the development serves this purpose. It is bisected by a "village green" type park, lined with townhouses. Although not stated outright, these units will not have front garages or driveways and will be constructed close to the street, as reflected in the proposed setback chart. Extending building location near this street with minimal setbacks in the apartment and commercial section of the development along this road will serve to extend this regional focal point.

A draft forest stand delineation was not submitted, however, the project engineer states that one was prepared in the era of when the property was annexed and since it was (and is) farmland, there was no qualifying forest at the time. The delineation will need to be updated for the subdivision development plan, but given circumstances in this case, it serves no purpose to require it at this stage for this development.

Conceptual or sample building elevations of the townhouses, single-family homes and apartment buildings have been provided, however nothing has been provided for any of the commercial and mixed use development. These are required by the Ordinance, however while the Applicant contemplates mixed use

buildings, they are not far enough along to determine exact nature of the commercial element of the development.

At the overlay stage, the intent of requiring conceptual elevations is to show general intent of the development of how it intends to meet the Ordinance requirement that the architecture of the commercial area be coordinated. PUD communities are not intended by the City's Ordinance to be developed using random, uncoordinated corporate architecture from site to site. It is not intended at this stage to be detail-specific. If this Overlay is to be approved, Staff suggests that either 1) generalized concepts be required to be provided by the Applicant to be included in the plan, or 2) the Applicant be required to note on the exhibit that states compliance with this section is required and will be determined by the Planning Commission at the site plan stage of development.

- (2). Step II. Planning Commission Review and Action. The Planning Commission shall hold a review and make its recommendations to the Mayor and City Council in accordance with the Zoning Map amendment provisions enumerated in Subsection A.9 of this Article. This was completed by the Planning Commission, which recommends denial of this PUD-R overlay as proposed. See page 1 of this report.
- (3). Step III. Mayor and City Council Action. Upon receipt of the recommendation of the Planning Commission, the Mayor and City Council shall hold a review of the application in accordance with said Subsection A.9, consider the recommendations of the Planning Commission and take formal action to approve or disapprove the PUD District Zoning Map amendment. The Mayor and City Council public hearing for this project is scheduled for March 25, 2025. This report is prepared as part of that process. After taking testimony from those for and against the proposal, the Mayor and Council will need to decide whether to approve, approve with conditions or adjustments, or deny this application.
- (4). Step IV. Development Plan and Site Plan Review and Action. Upon Mayor and City Council approval of a PUD District Zoning Map Amendment, the applicant shall prepare detailed development plans and site plans, as may be required in accordance with the site plan requirements delineated in Section S of this Article, and in accordance with the subdivision and site development standards found in Article 5, as may be applicable. Development plans and site plans shall be in substantial conformance with the Concept Plan adopted with the creation of the PUD, or as may later be amended by the Mayor and City Council. Should the Mayor and City Council approve the overlay, the development will then begin to move through the normal subdivision and land development process, using the adopted zoning exhibit as the established zoning/land use plan for the property. The development will be required to address the normal subdivision and site plan processes and standards set forth in the Land Management Code in the same manner any other subdivision or site plan would be required to do.

g. Off-Street Parking.

See Section O of this Article for parking requirements for all uses in the PUD Districts. Uses in the PUD overlays are subject to the same parking requirements as any other development. When a development plan is submitted for the residential subdivision

and site plans are submitted for the commercial, mixed use and apartment developments, all proposed uses must comply with Section O of the Zoning Ordinance like any other development.

h. Density of Development, Minimum Lot Size and Other Bulk Requirements.

There is no specific prescribed permitted residential density, setbacks, height limitations or minimum lot size for a PUD Development. The rest of this paragraph is omitted for brevity. The setbacks are set by this process, with the developer making a proposal and the Mayor and City Council setting the final bulk requirements with the approval of the overlay. The proposed bulk requirements are shown on page 1 of the zoning exhibit. The Mayor and City Council will need to determine whether the proposed bulk requirements create a "dense traditional development" as envisioned by this provision.

i. Special Design Requirements in the PUD-V Overlay.

Omitted as not relevant to a PUD-R Overlay.

j. Special Design Requirements in the PUD-R Overlay.

(1). Design Requirements. A PUD-R Development shall be designed in accordance with design requirements as set forth in Article 5, Section E (Subdivision Design Principles and Standards). If the zoning is approved, the development would proceed through the City's normal development process.

(2). Minimum Size of Dwelling Units. All new residential units shall comply with the requirements of Section K.18. This will be confirmed at the building permit stage.

(3). Regional Streetscape Focal Point (RSFP) and Mixture of Residential Uses. A PUDR Overlay shall have as its focus a mixed use traditional "main street" corridor consisting of mixed-use buildings three or more stories in height, that include residential uses, utilizing minimal setbacks, a mixture of green and hardscape open space amenities, rearload parking and such other design features that accomplish this design expectation. The Planning Commission and the Mayor and Council may consider a design that contains this feature on only one side of a streetscape if necessary only to accommodate the unique site constraints of a property proposed for this form of development. However the preferred design is a two-sided urban mixed use streetscape and the one-side option shall be applied only when it is clearly shown that a two-sided mixed-use streetscape cannot be achieved due to site limitations and is not created by developer intent or choice. Housing types (single-family, semi-detached, townhouse and apartment dwellings) shall be mixed and not segregated into individualized pods. An exception can be made when it is necessary to transition effectively to existing surrounding development in accordance with (6) below. As negotiated with staff, a central village green park is being used as the RSFP. houses facing the park along the north-south collector will be constructed with small front yards and no front yard driveways or garages. Apartment and mixed use properties would be along this road in the southern portion of the development. There are five types of dwellings (single-family homes, garage townhouses, townhouses with rear parking, apartments and mixed use buildings

with upper level apartments). The Mayor and City Council will need to determine whether this configuration and plan meets the requirements of this section.

(4). Open Space.

- (a) Open space shall be so located and designed to complement the development and serve as an amenity to the development. Common open space shall comprise not less than ten percent (10%) of the total gross area. The amount of active and passive open space in this development, per the zoning exhibit, is 14.8% of the overall tract (approximately 16.5 acres). A 2.2 acre central green is located in the middle of the townhouse area, with other pockets strategically located at places around the development.
- (b). Character-defining open space in the form of hardscaped areas in the RSFP that are available to all residents and visitors shall be included in meeting the minimum ten percent (10%) open space requirement. This provision was included to allow for hardscaped areas in more "main street" configurations of the RSFP to be included in "open space". There will be additional open spaces created with the apartment development and the mixed use buildings. In this case, the developer took a different approach with the RSFP, focusing more on a village park environment as this central focal point, rather than a "main street" environment. When site plans are submitted for the mixed-use buildings and the apartments, they will be assessed for providing additional open space hardscape amenities that will be knitted into the RSFP. The "village green" park and attention to the placement of buildings and amenities in the portion of the development south of the park will accomplish the "character-defining open space" as expected by this section.
- (c). Forest retention and reforestation required to meet the terms of Article 7 may be included as part of the required open space, provided it is not located in flood plains or other residual areas, and that wooded area is included in a comprehensive strategy for recreation and aesthetics within the development. The relationship and interaction of forest conservation with required open space shall be demonstrated to the Planning Commission's and Mayor and City Council's satisfactions that sufficient open space is provided meeting the general recreational needs of the development. Some of the forest conservation requirement for this development will be met with the use of street trees, but this will be limited due to the difficulty in placing street trees along streets that have townhouses with front load garages and driveways. There is an area reserved for open-space and forest conservation that serves as a buffer between the residential area and the industrial/commercial area.
- (d). Such open space shall include land area to be developed as recreational areas or which is designated for the common use of all occupants and visitors of the planned unit development but shall not include streets, storm water management facilities (unless specifically designed to be a community amenity or natural feature), off-street parking areas, or utility easements, but shall include hardscaped community areas in the RSFP. Such open space shall not be comprised of accumulations of leftover remnants of land on the site, but shall constitute meaningful contiguous areas of land or a planned, coordinated strategy

of distributed open space areas intended to enhance the urban environment experience subject to the approval of the Planning Commission based on reasons set forth in this Article. The central "green" will function as both passive open space and as a focal point for the development. For all or part of the 5.7 acre stormwater management area to be considered part of the open space, when development plans are submitted, they will need to demonstrate that design elements are included that make it usable for some form of community amenity or natural feature). Open space lots and places, both for active and passive recreation are located strategically throughout the development and do not consist of leftover remnants.

(e). Open space also should provide for the preservation of significant natural features on the land and/or provide recreational amenities for the use of the residents of the development. The Planning Commission must be furnished satisfactory evidence as a condition for approval that such open space area will be continued and that perpetual maintenance is provided for. The site is mostly common farmland with no site features of particular uniqueness. During the annexation process, it was alluded to by residents that there may be a farm cemetery on the property, but the developer has found no evidence of it. If it did exist and was a feature of the existing landscape, incorporating it into the design and use of open space could have preserved such an cultural feature. But, the natural environment on this site is not unique and there are no surviving buildings or other noticeable cultural features.

(f). Open space will be for the benefit of the residents and visitors of the development, however, these features and amenities (other than the RSFP hardscape/ greenscape) may be made available for use by the general public through dedication to and acceptance by the Mayor and City Council as a city park. There are several large tracts around the edges of the city that are recent annexations where the tract is not close to any government parkland. Staff is in discussion with the City administration on devising a uniform method of considering whether to accept certain open space areas built in new large subdivisions on the edges of the municipality into the city parks system when they are in areas with a deficiency of available parkland. During this process, the City may consider accepting some of the open space in this development into the City park system, but it is premature to speculate at this time whether this will come to fruition. The most recent example of such a decision was the acceptance of Terps Park, located in the Collegiate Acres subdivision, into the city system.

(5). Maximum Allocation of Commercial Uses and Residential Uses. All PUD-R developments shall include both non-residential (commercial) and residential elements. The intent of the PUD-R Overlay is to be predominantly non-residential and mixed-use in character and land use. While this Section does not establish minimum or maximum percentages of land that shall be allocated for commercial or residential use, the Planning Commission shall not recommend and the Mayor and City Council shall not approve a PUD-R Overlay proposal that is not predominantly non-residential and mixed-use in nature. The Mayor and City Council, will need to determine whether this planned development configuration meets the intent of a

PUD-R overlay to be "predominantly non-residential and mixed-use in character and land use."

- (6). Compatibility with Neighboring Developments. The perimeter of infill PUD developments shall consider neighboring developments and established building patterns with regards to use, density, street orientation, and landscaping. Landis Road will be lined with single-family detached dwellings. There are single-family detached dwellings on larger lots located on the north side of Landis Road. The area to the west is predominantly a residential condominium complex and a house of worship. Staff believes that this provision has been met.
- (7). Fences. Requirements for fencing on residential properties in the PUD-R District shall be the same as is required for all residential properties, per Section K.1. A general note has been placed on the zoning exhibit regarding this issue, as the zoning exhibit sets the zoning for the area impacted by the overlay.
- (8). Industrial Performance Standards. See Subsection K.20. A general note has been placed on the zoning exhibit regarding this issue.

k. Approval at the Discretion of the Mayor and Council.

No party is entitled by law to approval of a PUD Overlay. Approval of such an overlay is a discretionary legislative act of the Mayor and City Council. No PUD Overlay shall be approved unless determined to be in compliance with the requirements of this Subsection and achieves the purpose of this Subsection. No additional comment.

OTHER CONSIDERATIONS:

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 is 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 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.

Given the nature of this type of development and past experience, staff believes that the sidewalks on both sides of the east-west streets in the townhouse area will be unusable for typical pedestrian use. Pedestrians will be forced into the streets to get around cars parked across the sidewalk. The city's police force does not have the resources to proactively engage this issue. This will leave enforcement - if there is any - to a homeowner's association.

AGENCY COMMENTS:

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

NEXT STEPS:

Typically, the record is left open for 10 days following the hearing. Follow-up discussion is scheduled for April 8. The Mayor and City Council will need to determine how to move forward with this proposal. The decision will need to include Findings of Fact as the basis for the decision whether this proposal meets the criteria set forth in the previous pages of this staff report and will need to be addressed in the findings.

Attachments: Zoning Exhibit (3 pages)
 City Engineer Comments
 Fire Marshal Comments

Copy: Kathleen A. Maher, AICP, Director, PCAD
 Jill Thompson, Director, DCED
 Doug Reaser, Economic Development Manager, DCED
 Gordon Poffenberger P.E., Fox and Associates, for the Applicant

J. Overlay Zones.**1. Planned Unit Developments (PUD).****a. Purpose.**

The PUD District is established to permit and promote community scale, open air streetscape/main street style commercial and mixed-use areas consisting of businesses serving the shopping and service needs of the community at large in an attractive public realm and promote public convenience and accessibility and contain common spaces, commercial, office and residential uses, and even limited warehousing and light manufacturing if designed in keeping with the scale of the development. The PUD District is designed to be flexible in development controls, but requires integrated design and appropriate transitions to surrounding existing land uses and promotes a diverse mix of housing options. The district is not intended to be accomplished in a fragmented, lot-by-lot fashion, developed with a single type of land use, nor developed in a manner where uses are segregated into dedicated pods throughout the tract. The uses will develop in an orderly manner in order to ensure achievement of a development with multiple uses and will be developed on a harmonious architectural theme and in a manner that focuses traffic flow on vehicles, bicycles and pedestrians.

Design and scale of a PUD will vary depending on the size of the tract and intended mix of uses. PUD development will be implemented as one of the two following types:

PUD-V: The village style PUD is intended for a predominantly residential community, with an integrated mix of housing types on traditional streetscapes and village greens with a commercial component that, through necessity, must be oriented to adjoining collector and/or arterial streets, but will be developed with very small setbacks unless offset by amenity laden streetscaping.

PUD-R: The regional style PUD is intended to serve a regional market that is predominantly commercial but will contain an integrated mix of uses, using traditional streetscapes, but permit more intense commercial and light manufacturing and warehousing type uses than would otherwise be permitted in the PUD-V development scheme. While the PUD-R development concept is predominantly commercial, it will contain a significant residential element with multiple housing types.

In all PUD development, housing types are required to be mixed and to the degree possible, commercial and residential uses mixed in buildings and streetscapes. The Mayor and Council shall only approve a concept plan and the Planning Commission shall only approve development plans and site plans that generally integrate housing types and commercial types and do not create segregated areas or pods that separate housing types and commercial use types.

b. Location.

The PUD-V District may be established in the RMOD, RMED, RH, N-MU and CG Districts. The area proposed to be zoned as a PUD-V District shall have an area of at least ten (10) acres.

The PUD-R District may be established in the N-MU, CG and CR Districts. The area proposed to be zoned as a PUD-R District shall have an area of at least fifteen (15) acres.

Since the residential component of a PUD rarely supports the commercial component in its entirety, all PUD Districts established after April 24, 2020 shall front on a collector or arterial street, as defined by the City Engineer's office, or upgrade existing local street(s) to collector or arterial status that will create frontage for the development. This is for the purpose of ensuring that there is sufficient regional and drive-by traffic and visibility to contribute to the economic viability of the commercial component of the PUD development.

c. **Principal Permitted Uses and Special Exception Uses, In Accordance With Section S (Site Plan Requirements).**

- (1). All uses in these districts shall be permitted, permitted by special exception in accordance with general and specific performance criteria found in Subsection U.7.a, or not permitted as enumerated in Section Z of this Article.
- (2). A PUD District shall be a mixed-use area and shall contain a mixture of residential types and commercial uses. Residential types shall be mixed among each other and not segregated into housing type pods. Mixing of commercial and residential uses in mixed-use buildings and in compatible adjacency is a defining element of a PUD-R development.

d. **Accessory Uses.**

- (1). Uses and structures customarily accessory and incidental to any principal permitted use or authorized special exception use.
- (2). Home workstations, subject to the requirements of Subsection K.10 of this Article. The requirements shall not be relaxed for residences in zoning districts where commercial uses may be enumerated as a permitted use in that district.
- (3). Home day-care of up to eight (8) children, as licensed by the State of Maryland. The number of children cared for in an apartment unit that are not members of the household shall not exceed two (2). A home day-care may utilize non-resident employees only for occasional back up staff for the purpose of covering on-site operations for the resident staff during vacations, personal emergencies, appointments, etc. when the resident provider will not be present, as required by their State license. Otherwise, a home day-care shall not employ persons who do not reside on the property. *[Ed. Note: State licensure counts those children under age 6 living in a dwelling among those being cared for under the license. This requirement prohibits a home day-care operator's ability to care for five or more children under the age of two unless a second care giver (as required by State licensure) is also a resident of the dwelling.]*

e. **General Requirements for a Planned Unit Development.**

Applications for planned development shall meet the following requirements:

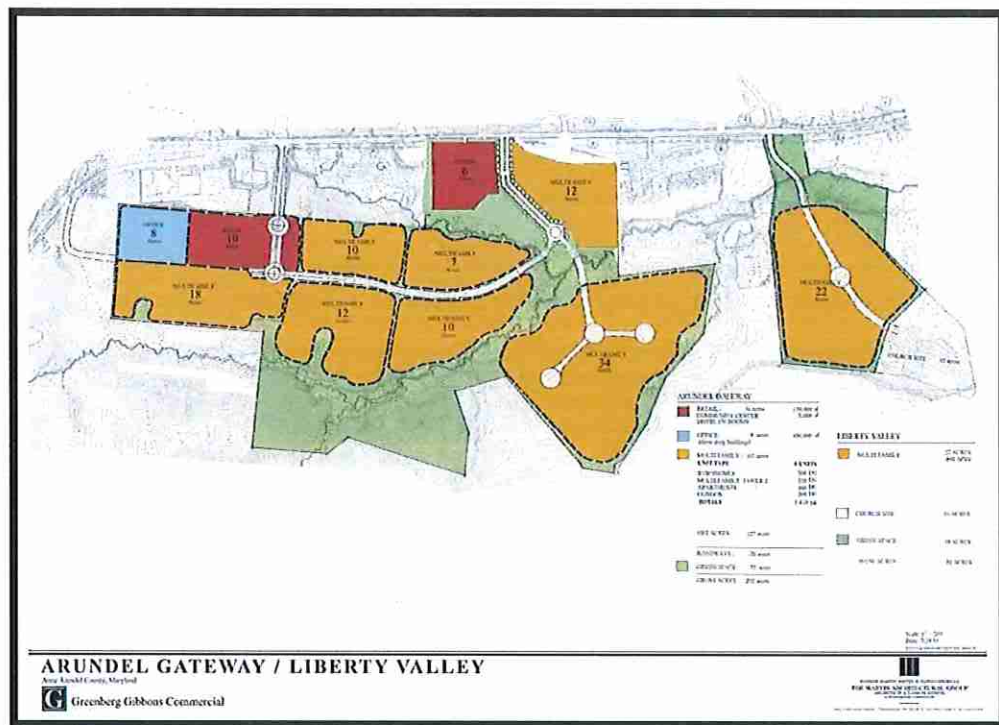
- (1). The area proposed for a planned unit development shall be in one ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of the property included in the development plan.
- (2). The site shall be of a size and shape suitable for the development proposed.
- (3). The site is or can be served with public water and wastewater facilities. Public water and wastewater facilities shall be required in all PUDs.
- (4). The site shall be located adjacent to adequate highway facilities capable of serving existing traffic and that expected to be generated by the proposed development, as well as create exposure for commercial elements of the PUD. Opportunities for adjusting local public transportation service to the development should be explored by the developer.
- (5). The owners or developers must indicate that they plan to begin construction of the development within three years after final approval. If construction does not begin within three years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. If an appeal is pending on approval of a PUD, the three year clock will not start until the conclusion of the appeal process. For the purposes of this Section, construction shall mean securing Planning Commission approval of the development plan or site plans for the first phase of development, securing grading permits for that section or those sections, and bona-fide commencement of site construction unless some alternative definition is incorporated by the Mayor and City Council into the Ordinance rezoning the property to include a PUD Overlay.

f. **Application Procedures.**

The following procedures shall be followed with respect to all applications for PUD District zoning:

- (1). **Step I. Preliminary Consultation.** A preliminary consultation shall be held between the Planning Commission and the applicant or developer of the proposed planned unit development. The application for PUD District zoning shall be accompanied by a concept plan prepared by a registered professional engineer, registered architect or landscape architect or registered land surveyor. The concept plan shall be to scale and contain sufficient information to establish the identity of proposed uses and approximate dimensions and locations of proposed major structures, general street alignments, regional and/or local open space, pedestrian walkways and project boundaries.

The Concept Plan. In addition to the basic intent of a Concept Plan as defined in Article 3, for the purposes of a PUD Overlay District, the Concept Plan is a generalized, non-specific plan that shows the general intent of the layout and arrangement of the development in what is generally known as a “bubble plan” format. It allows the developer to obtain approval of the overlay zoning provided by the PUD without having to invest in detailed engineering studies or other expensive services. See below example.



Development plans, site plans and building design are required to be substantially consistent with the Concept or “bubble” Plan. More detailed drawings, such as conceptual streetscapes, building elevations, etc. shall be provided with the Concept Plan by the developer to better explain and illustrate their proposal, and shall be considered as part of the general testimony in favor of the proposal. Detailed site analysis will occur following PUD approval with the development of site plans and development plans for the subdivision. The support drawings are illustrative only and are not intended to commit development and site plans to duplication or near duplication of them, but final plans shall be substantially consistent with them. The Concept Plan shall include the following information:

- (a). Generalized development layout.
- (b). Generalized reservations for parks, parkways, playgrounds, school sites, delineated 100-year floodplain, anticipated forest conservation areas and other open spaces, and the location of any human burial sites identified as a result of the research required by Article 5, Section K.

- (c). Generalized locations of residential uses, non-residential uses and mixed-use areas within the PUD, the location of commercial areas and a listing of those uses that are to be permitted in this PUD Development, as found among those uses found in the PUD column of Section Z (Use Chart).
- (d). Types, general locations and approximate numbers of dwellings and portions of the area proposed therefor.
- (e). A tabulation of the total number of acres in the proposed project and the percentage thereof designated for each of the proposed land use types, parks, schools and other reservations.
- (f). Generalized elevations of dwellings and commercial, industrial and institutional buildings intended to be the template upon which the final architecture of the development will be formulated, as an attachment. Renderings and/or photographs of examples from existing developments are acceptable. In PUD-R developments, generalized architectural renderings of the planned general appearance of the Regional Streetscape Focal Point (referred to hereafter as RSFP - see Subsection j, below) shall be provided and the final adopted version shall be considered part of the Concept Plan. A draft forest stand delineation shall be included as an attachment.

Traffic studies shall not be required of the developer during the PUD review and adoption process. Traffic studies will be required at development plan or site plan stage, as required by the City Engineer.

- (2). **Step II. Planning Commission Review and Action.** The Planning Commission shall hold a review and make its recommendations to the Mayor and City Council in accordance with the Zoning Map amendment provisions enumerated in Subsection A.9 of this Article.
- (3). **Step III. Mayor and City Council Action.** Upon receipt of the recommendation of the Planning Commission, the Mayor and City Council shall hold a review of the application in accordance with said Subsection A.9, consider the recommendations of the Planning Commission and take formal action to approve or disapprove the PUD District Zoning Map amendment.
- (4). **Step IV. Development Plan and Site Plan Review and Action.** Upon Mayor and City Council approval of a PUD District Zoning Map Amendment, the applicant shall prepare detailed development plans and site plans, as may be required in accordance with the site plan requirements delineated in Section S of this Article, and in accordance with the subdivision and site development standards found in Article 5, as may be applicable. Development plans and site plans shall be in substantial conformance with the Concept Plan adopted with the creation of the PUD, or as may later be amended by the Mayor and City Council.

g. **Off-Street Parking.**

See Section O of this Article for parking requirements for all uses in the PUD Districts.

h. **Density of Development, Minimum Lot Size and Other Bulk Requirements.**

There is no specific prescribed permitted residential density, setbacks, height limitations or minimum lot size for a PUD Development.

As part of the Concept Plan proposed in the application for a PUD Overlay, the developer shall propose maximum building heights, maximum “build-to” lines, minimum lot area requirements, minimum building setbacks, sign regulations and any other bulk requirements that would impact the development, its uses, separation of uses when necessary, and specific requirements in any specific use areas (when the nature of the development warrants bulk requirements that vary within the District). The proposed bulk regulations shall create a dense, traditional neighborhood environment.

i. **Special Design Requirements in the PUD-V Overlay.**

(1). **Design Requirements.** A PUD-V Development shall be designed in accordance with design requirements as set forth in Article 5, Section E (Subdivision Design Principles and Standards).

(2). **Minimum Size of Dwelling Units.** All new residential units shall comply with the requirements of Section K.18.

(3). **Open Space.**

(a). Open space shall be so located and designed to complement the development and serve as an amenity to the development. Common open space shall comprise not less than ten percent (10%) of the total gross area.

(b). Character-defining open space in the form of “town greens” and other traditional urban or village forms of open space shall comprise not less than 7.5% of the total gross area, but this shall be included in the total amount of open space required in Subsection (a) above.

(c). Forest retention and reforestation required to meet the terms of Article 7 may be included as part of the required open space, provided it is not located in flood plains or other residual areas, and that wooded area is included in a comprehensive strategy for recreation and aesthetics within the development. The relationship and interaction of forest conservation with required open space shall be demonstrated to the Planning Commission’s and Mayor and City Council’s satisfactions that sufficient open space is provided meeting the general recreational needs of the development.

- (d). Such space shall include land area to be developed as recreational areas or which is designated for the common use of all occupants of the planned unit development but shall not include streets, storm water management facilities (unless specifically designed to be a community amenity or natural feature), off-street parking areas, or utility easements. Such open space shall not be comprised of accumulations of leftover remnants of land on the site, but shall constitute meaningful contiguous areas of land or a planned, coordinated strategy of distributed open space areas intended to enhance the village environment experience subject to the approval of the Planning Commission based on reasons set forth in this Article.
- (e). Open space also should provide for the preservation of significant natural features on the land and/or provide recreational amenities for the use of the residents of the development. The Planning Commission must be furnished satisfactory evidence as a condition for approval that such open space area will be continued and that perpetual maintenance is provided for.
- (f). Open space will be for the benefit of the residents and visitors of the development, however, these features and amenities may be made available for use by the general public through dedication to and acceptance by the Mayor and City Council as a city park.

- (4). **Maximum Allocation of Commercial Uses and Residential Uses.** All planned unit developments shall include both non-residential (commercial) and residential elements.

The intent of the PUD-V Overlay is to be predominantly residential in character and land use. While this Section does not establish minimum or maximum percentages of land that shall be allocated for commercial or residential use, the Planning Commission shall not recommend and the Mayor and City Council shall not approve a PUD-V Overlay proposal that is not predominantly residential in nature.

- (5). **Compatibility with Neighboring Developments.** The perimeter of infill PUD developments shall consider neighboring developments and established building patterns with regards to use, density, street orientation, and landscaping.
- (6). **Fences.** Requirements for fencing on residential properties in the PUD-V District shall be the same as is required for all residential properties, per Section K.1. Fences that define the boundaries of village greens and open spaces shall be consistent with the environment thereof, and subject to site plan review and approval by the Planning Commission.

j. **Special Design Requirements in the PUD-R Overlay.**

- (1). **Design Requirements.** A PUD-R Development shall be designed in accordance with design requirements as set forth in Article 5, Section E (Subdivision Design Principles and Standards).

- (2). **Minimum Size of Dwelling Units.** All new residential units shall comply with the requirements of Section K.18.
- (3). **Regional Streetscape Focal Point (RSFP) and Mixture of Residential Uses.** A PUD-R Overlay shall have as its focus a mixed use traditional “main street” corridor consisting of mixed-use buildings three or more stories in height, that include residential uses, utilizing minimal setbacks, a mixture of green and hardscape open space amenities, rear-load parking and such other design features that accomplish this design expectation. The Planning Commission and the Mayor and Council may consider a design that contains this feature on only one side of a streetscape if necessary only to accommodate the unique site constraints of a property proposed for this form of development. However the preferred design is a two-sided urban mixed use streetscape and the one-side option shall be applied only when it is clearly shown that a two-sided mixed-use streetscape cannot be achieved due to site limitations and is not created by developer intent or choice.

Housing types (single-family, semi-detached, townhouse and apartment dwellings) shall be mixed and not segregated into individualized pods. An exception can be made when it is necessary to transition effectively to existing surrounding development in accordance with (6) below.

- (4). **Open Space.**
 - (a). Open space shall be so located and designed to complement the development and serve as an amenity to the development. Common open space shall comprise not less than ten percent (10%) of the total gross area.
 - (b). Character-defining open space in the form of hardscaped areas in the RSFP that are available to all residents and visitors shall be included in meeting the minimum ten percent (10%) open space requirement.
 - (c). Forest retention and reforestation required to meet the terms of Article 7 may be included as part of the required open space, provided it is not located in flood plains or other residual areas, and that wooded area is included in a comprehensive strategy for recreation and aesthetics within the development. The relationship and interaction of forest conservation with required open space shall be demonstrated to the Planning Commission’s and Mayor and City Council’s satisfactions that sufficient open space is provided meeting the general recreational needs of the development.
 - (d). Such open space shall include land area to be developed as recreational areas or which is designated for the common use of all occupants and visitors of the planned unit development but shall not include streets, storm water management facilities (unless specifically designed to be a community amenity or natural feature), off-street parking areas, or utility easements, but shall include hardscaped community areas in the RSFP. Such open space shall not be comprised of accumulations of leftover remnants of land on the site, but shall constitute meaningful contiguous areas of land or a planned, coordinated strategy

of distributed open space areas intended to enhance the urban environment experience subject to the approval of the Planning Commission based on reasons set forth in this Article.

- (e). Open space also should provide for the preservation of significant natural features on the land and/or provide recreational amenities for the use of the residents of the development. The Planning Commission must be furnished satisfactory evidence as a condition for approval that such open space area will be continued and that perpetual maintenance is provided for.
- (f). Open space will be for the benefit of the residents and visitors of the development, however, these features and amenities (other than the RSFP hardscape/greenscape) may be made available for use by the general public through dedication to and acceptance by the Mayor and City Council as a city park.

- (5). **Maximum Allocation of Commercial Uses and Residential Uses.** All PUD-R developments shall include both non-residential (commercial) and residential elements.

The intent of the PUD-R Overlay is to be predominantly non-residential and mixed-use in character and land use. While this Section does not establish minimum or maximum percentages of land that shall be allocated for commercial or residential use, the Planning Commission shall not recommend and the Mayor and City Council shall not approve a PUD-R Overlay proposal that is not predominantly non-residential and mixed-use in nature.

- (6). **Compatibility with Neighboring Developments.** The perimeter of infill PUD developments shall consider neighboring developments and established building patterns with regards to use, density, street orientation, and landscaping.
- (7). **Fences.** Requirements for fencing on residential properties in the PUD-R District shall be the same as is required for all residential properties, per Section K.1.
- (8). **Industrial Performance Standards.** See Subsection K.20.

k. **Approval at the Discretion of the Mayor and Council.**

No party is entitled by law to approval of a PUD Overlay. Approval of such an overlay is a discretionary legislative act of the Mayor and City Council. No PUD Overlay shall be approved unless determined to be in compliance with the requirements of this Subsection and achieves the purpose of this Subsection.

DOUB FARM BULK REQUIREMENTS

[illegible]

1 COMMERCIAL / INDUSTRIAL LOT

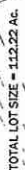
TOWNHOME PARKING TABULATION

234 DRIVEWAYS

240 TOWNHOME PARKING SPACES

226 ON STREET PARKING SPACES TOTAL = 1,108 = 2.9/TOWNHOME

ZONED

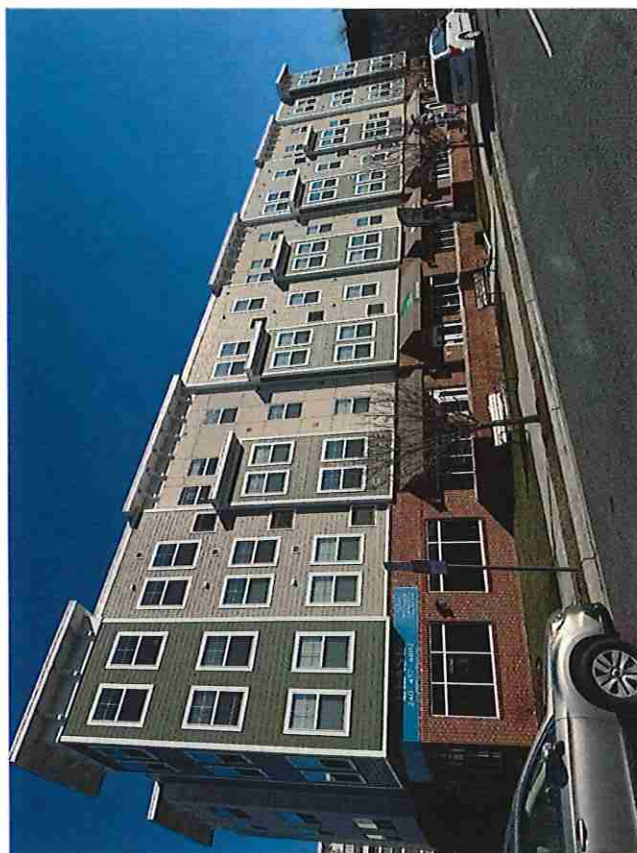


12.8 Ac. ± (11.0% of Total) ²

* NOTE: ADDITIONAL OPEN SPACE AREAS WILL BE PROVIDED WITHIN THE PROPOSED MULTI-FAMILY AREAS.

811/17 ON TUESDAY
APPROX 10:00 AM
WEEK 3 P. 4/5
175 AUSTIN ST. AUSTIN
TX 78701-0000





TYPICAL MIXED-USE ELEVATIONS
(COMMERCIAL 1ST FLOOR - APARTMENTS ABOVE)



TYPICAL TOWNHOUSE ELEVATION

1.

FLYNN & CLARKE
LLC

April 2, 2025

The Honorable Mayor William McIntire
and Council Members for the City of Hagerstown
ATTN: Stephen Bockmiller
1 E. Franklin Street
Hagerstown, Maryland 21740

VIA HAND DELIVERY AND EMAIL
sbockmiller@hagerstownmd.org

RE: Proposed PUD-R Overlay Map Amendment
Doub Farm Landis Road
ZM-2024-04

To the Honorable Mayor William McIntire and Council Members,

Following the March 25th public hearing, please supplement the record in the above-referenced matter with the following information and exhibits. I am counsel for the applicant and with the assistance of our development team led by Gordon Poffenberger of Fox & Associates I have assembled answers to questions expressed during the public hearing.

We are hand-delivering 8 full-size plots of the updated Doub Farm Bubble Plan, as well as emailing an electronic version in .pdf format. It is still only a Bubble Plan, which is of course merely the starting point for a fully detailed plan that we look forward to developing with the assistance of City Staff and the Planning Commission. We felt that in light of some of the questions asked at the hearing, we could provide some additional detail that would be helpful at this early stage.

Contrary to concerns expressed at the hearing, the Bubble Plan shows we have met the requirement for open space *without* relying upon storm water management area. You can see in this update we have shaded the storm water management and water quality areas in lavender. None of that acreage is counted toward meeting the open space requirement. The open spaces in this plan are not merely leftover bits of property, we anticipate they will allow for recreation and the construction of amenities such as a community center with parking, tot lots, and a walking trail, in addition to any pavilion or gazebo that may be designed for residents to enjoy in the central green.

We have confirmed that the number of units and the breakdown between residential and commercial is accurate on the updated Bubble Plan. The units that we intend to construct during phase one do not include apartments; phase one consists of only single family and town home residences. With reference to the purple, "mixed use" area, we previously provided mock-ups of the proposed apartments over retail concept. We can also confirm that the length of each of these buildings will be oriented east to west, meaning the front and rear access doors will face north and south. There will not be one of these buildings facing west toward the religious facility. We have also added a 25-foot landscape buffer on the west side of the mixed use area, further insulating the religious facility.

Unfortunately, some of the questions raised at the hearing are premature at this stage. For example, the characteristics of the future interchange between the new access road we will build and the Dual Highway will depend on multiple factors that are unknown today such as the specific uses and users that will be identified for the commercial and industrial areas. After these variables are solved, there must be traffic studies performed and State reviews conducted to determine precise requirements, location, alignment, and geometry for the intersection. There is simply no way for us to complete that work at this stage, nor do we believe that the City Code was intended to require it now. Likewise, there is a great deal of work to be done and variables to solve before we can provide mock-ups of the commercial areas.

While it is not possible for the applicant to address some of these questions now, we acknowledge their importance and look forward to addressing all of them in cooperation with City Staff, subject to various stages of public review and additional approvals by the Planning Commission. Various adjustments can and will be made to account for other factors such as the plans for the north side of Landis Road that Mr. Wantz testified about at the hearing. His suggestions concerning road improvements should be evaluated as part of the discussion going forward.

Fundamentally, we are only seeking permission to get started. The City's PUD process is designed to include checks and balances, studies, submissions, scrutiny from multiple agencies, adjustments, re-submissions, and approvals still to come. We appreciate your time and thank you for your consideration,

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul D. Flynn', with a stylized flourish at the end.

Paul D. Flynn, Esq.

Enclosures

cc: Joseph S. Welty, Esq.
(by email only)

Stephen Bockmiller

From: Donna Spickler
Sent: Tuesday, April 1, 2025 9:51 AM
To: Stephen Bockmiller; Kathleen Maher
Cc: Scott Nicewarner; Janet Lung
Subject: FW: DOUB FARM PROPOSAL PUD-R OVERLAY

Good morning,
Ms. Bloom sent this email to the Mayor and City Council.

Thanks,
Donna



Donna K. Spickler
City Clerk
Phone: 301-766-4183
TDD: 301.797.6617
Email: dspickler@hagerstownmd.org
1 East Franklin Street, Room 200
Hagerstown, MD 21740

www.hagerstownmd.org



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SAVE PAPER...SAVE A TREE...please consider the environment before printing this e-mail.

From: Sandra Bloom <riverfrogsy@yahoo.com>
Sent: Saturday, March 29, 2025 6:23 PM
To: MayorAndCouncil <mayorandcouncil@hagerstownmd.org>
Subject: DOUB FARM PROPOSAL PUD-R OVERLAY

Dear Honorable Mayor and Council Members,

I am a long time resident of Potomac Ridge Condominiums and native to Washington County. I appreciated the opportunity to attend the public hearing and speak about my concerns on Tuesday March 25. I have reviewed the documents prepared by Mr. Bockmiller and his associates. Here is a summary of my objections and concerns for your consideration.

1. INADEQUATE PLAN TO ADDRESS ACCESS AND TRAFFIC IMPACT

a. Developers say they are unable to construct the access road in phase one, and no guarantee it would ever be built.

b. Without the early construction of an access road to Dual Highway, there will be greatly increased traffic attempting to merge into the west bound Dual Highway from Landis Road, making U turns at the stop light to head east, and crossing over to Landis from east bound lane. At peak hours, gridlock can be expected. And accidents as cars tend to excess speed as they approach west bound from 40 and 70.

c. The traffic situation is also bound to increase traffic in the Londontowne and Fairway Meadows residential communities as an alternate route to shopping, medical centre and other services nearby.

d. Fire/emergency vehicles, and construction/industrial vehicle access will be problematic.

2. PROPOSAL DOES NOT MEET THESE CRITERIA FOR PUD-R (Criterion Quotes from Proposal Analysis)

a. "multiple uses that focuses traffic flow on vehicles, bicycles and pedestrians"

NOT ADDRESSED IN THE PLAN: I see no bike paths, bike lanes, walking paths, nor designated sidewalks in the plan. The analysis states that any sidewalks on the east-west streets of the townhouse area will be unusable for pedestrians, due to cars parked across the sidewalk. The streets in the PUD are mostly straight lines which encourage vehicle speeding and would require traffic calming and cross walks. Landis road has no shoulder and is very dangerous to walk on. Commercial mixed use is located at the edge of the PUD and not integrated with the residences. If the PUD is not developed as mixed use to meet requirements these residences will add to the low score on walkability of the area and increase vehicle dependency for most needs.

b. *SHALL NOT* "be developed in a manner where uses are segregated into dedicated pods" "Mixing of commercial and residential uses in mixed use buildings and in compatible adjacency is a defining element of a PUD-R"

NOT MET: Commercial uses are separated from the residential uses, not mixed. And it appears that the development for the commercial uses are delayed until final phase of the project, if it ever comes.

c. "Promotes a diverse mix of housing options" "Housing is required to be mixed with commercial and residential."

NOT MET: Single Family, Townhouses, and Apartments are not integrated but segregated in their own pods.

d. "All PUD districts shall front on a collector or arterial street"

NOT MET The analysis states that the tract "fronts" on I-70 and will connect to Dual Highway, both arterial roads. However there is NO direct access to and from 70 and the traffic issues connecting to Dual Highway are stated above. I submit that contrary to the intention of the criterion, the access issues contribute to the difficulty of promoting the establishment or viability of any commercial components in the PUD. The proposed commercial section of the PUD would actually front a collector or arterial street ONLY if the access road is built.

e. "The architecture of the commercial component is to be coordinated."

NOT MET: No conceptional or sample building elevations have been provided or any of the commercial and mixed use development.

f. The Regional Streetscape Focal Point shall have as its focus a mixed use Main Street corridor consisting of mixed use buildings”

NOT MET:The Main Street corridor is projected in the BUBBLE PLAN to be fronted by town houses only. The analysis states “apartment and mixed use properties would be along this road (facing the village green)in the southern portion of the development." This statement appears to be in error. The main street corridor facing the village green shows ONLY TOWNHOUSES lining this focal Main Street.

I am supportive of the property overlay to PUD-R **IF** it is built to the regulatory design requirements and intention to create walkable communities **AND** if traffic impact is relieved sufficiently with the access road in the early phase of development. I do have a concern with the density of the dwellings. For example, the 20 single family dwellings on a 2.8 acre strip along Landis would allow less that 2/10s of acre per dwelling.

Thank you for considering my concerns. I very much want Hagerstown to develop in a positive, carefully considered manner that creates attractive walkable/bikeable pedestrian-safe communities, affordable housing, and plenty of green space and trees.

Sincerely,
Sandra Bloom
2029 Windsong Drive 2C
Hagerstown, MD 21740
240-310-38-2

Stephen Bockmiller

From: Donna Spickler
Sent: Tuesday, April 1, 2025 9:52 AM
To: Stephen Bockmiller; Kathleen Maher
Cc: Scott Nicewarner; Janet Lung
Subject: FW: Designing for Walkability: A Guide to Walkable Neighborhoods
Attachments: serenbe-sustainable-community-Fall-In-Serenbe.webp

She also sent this one.



Donna K. Spickler
City Clerk
Phone: 301-766-4183
TDD: 301.797.6617
Email: dspickler@hagerstownmd.org
1 East Franklin Street, Room 200
Hagerstown, MD 21740

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SAVE PAPER...SAVE A TREE...please consider the environment before printing this e-mail.

From: Sandra Bloom <riverfrogsy@yahoo.com>
Sent: Saturday, March 29, 2025 6:25 PM
To: MayorAndCouncil <mayorandcouncil@hagerstownmd.org>
Subject: Designing for Walkability: A Guide to Walkable Neighborhoods

<https://gbdmagazine.com/walkable-neighborhoods/>

A Guide to Designing Walkable Neighborhoods

[Andrew Biro](#) February 14, 2025

Story at a glance:

- By prioritizing pedestrians over vehicles, walkable neighborhoods give people the ability to access their daily necessities within walking distance from their home.
- Aside from the obvious environmental benefits of reduced vehicle usage, walkable neighborhoods also have a variety of economic and health benefits.
- Successful walkable neighborhoods are those that offer a variety of affordable housing options, easy access to public transportation, green spaces, and a wide range of places to walk to.

In the age of motor vehicles, having all of your necessary amenities—a grocery store, restaurants, schools, offices, and green spaces—within reasonable walking distance is a rarity, especially in the United States. Once cars started to become common in the second half of the 20th century, urban planners began to adopt a much more automobile-centric approach to development, leading to a marked reduction in walkability across the nation.

In recent years public sentiments surrounding walkability have shifted dramatically; people are frustrated with the notion of needing a car just so they can get *anywhere* that isn't their home. This has led to a renewed interest in the walkable neighborhood—an age-old design strategy that prioritizes pedestrian-infrastructure and mixed-use development to create interconnected and easily-traversed communities.

What is a Walkable Neighborhood?



Arcadis laid the groundwork for a successful mixed use and walkable development with a one-acre park for community engagement, including yoga and stroller strides. Photo courtesy of Arcadis

For the most part a walkable neighborhood is exactly what it sounds like—a neighborhood that is walkable. But aren't most neighborhoods walkable? In the practical sense, maybe, but not all neighborhoods are designed with walkability in mind. Even more so, not all are pedestrian-friendly, as some lack adequate sidewalks and lighting.

From a design perspective walkable neighborhoods differ from other neighborhoods because they are designed to be people-centric rather than car-centric. In practice this translates to communities whose day-to-day necessities—food, education, leisure, etc.—are within a safe and convenient walking distance, typically between 15 and 30 minutes from one's place of residence. Walkable communities are most commonly found in and around cities and other urban centers, but they can also succeed in suburban areas.

“The most sustainable cities are truly resilient and include design for walkability, allowing people to get around on two feet with easy access to key business and cultural hubs without putting their health at risk,” Renee Schoonbeek, senior consultant stations and urban development at Arcadis, [wrote in a previous *gb&d* article](#).

To be clear, walkable neighborhoods are not meant to be devoid of personal vehicles. They simply seek to reduce our day-to-day dependence on automobiles as our main mode of transportation by making it easier to access daily needs on foot.

Benefits of Walkable Neighborhoods



Walkable communities offer many environmental, economic, and health-related benefits. Photo courtesy of Serenbe

Aside from making it easier for people to access necessary amenities, walkable neighborhoods have a variety of other benefits that make them both appealing and crucial to mitigating the effects of [climate change](#). For the most part these advantages can be separated into three main categories: environmental, economic, and health-related.

Environmental

Let's take a look at a few of the environmental benefits associated with walkable neighborhoods:

- **Reduced carbon emissions.** In the US transportation accounts for [approximately 29%](#) of all carbon emissions—and light-duty passenger vehicles are responsible for more than half of that figure. Walkable neighborhoods reduce vehicle dependency to get around, thus reducing the amount of pollutants produced by said vehicles, which in turn helps improve air quality.
- **Combats [urban sprawl](#).** By definition walkable communities take up less space than conventional, vehicle-centric neighborhoods and they make more efficient use of the space they occupy. By reducing the scale of these communities, walkable neighborhoods help combat urban sprawl, which helps conserve resources and limit construction waste.

Taking these benefits into consideration, it should come as no surprise that walkability is a fundamental component of the green building movement. “The most sustainable cities are truly resilient and include design for walkability, allowing people to get around on two feet with easy access to key business and cultural hubs without putting their health at risk,” writes Schoonbeek.

Economic

Walkable neighborhoods also boast several economic benefits, including:

- **Lower transportation costs.** On average car ownership costs account for [10 to 30%](#) of a person’s yearly income, whereas public transit typically accounts for [under 4%](#). Due to the fact that walkable neighborhoods reduce dependency on automobiles and promote alternative modes of transportation, they help residents save money in the long run.
- **More employment opportunities.** One of the hallmarks of walkable neighborhoods is that they aren’t made up of just residences; they also include businesses. This means residents have a wider range of employment opportunities that are closer to home.
- **Supports local businesses.** When people live within walking distance from shops and restaurants, they tend to visit them more often, which helps generate revenue and stimulate the local economy.

Health

There are a few important health benefits associated with walkable neighborhoods, including:

- **Improved physical health.** Most health experts recommend walking for at least 30 minutes every day, as walking helps to strengthen bones, improve balance, and keeps the lungs and heart in good condition. In short, walkable neighborhoods help people stay active by incorporating exercise into their daily lives.
- **Improved mental health.** Studies show that walking helps release mood-boosting endorphins and reduce stress levels, both of which can lower the risk of developing severe anxiety and depression; walkable neighborhoods also help combat feelings of isolation and loneliness by promoting social interaction.
- **Reduced risk of health problems.** People who walk regularly are at a lower risk for diabetes, hypertension, and many cardiovascular and pulmonary diseases. Walkable neighborhoods also tend to have lower levels of air pollution, which further reduces the risk of developing respiratory illnesses.

Walkable neighborhoods also help foster and encourage relationship-building between residents, which ultimately makes for a healthier, more connected community.

Challenges of Walkable Neighborhoods



Two challenges that often plague the development of walkable communities are zoning limitations and the risk of gentrification that often comes with sustainable projects. Photo by Andrew Rugge

Walkable neighborhoods are not without their challenges—especially when it comes to navigating the nuances of land-use regulations and modern development practices.

Zoning & Planning Limitations

Some of the biggest challenges that come with designing walkable communities stem from the limitations imposed by local zoning regulations. Urban planning officials have historically prioritized the approval of single-use development projects that fit neatly into one of five categories—commercial,

administrative, residential, industrial, and green spaces—over mixed-use development.

This type of function-based urban planning is fundamentally at odds with the holistic sensibilities of walkable neighborhoods, which seek to include all of these development types (sans industrial works) within a single integrated community.

Fortunately this barrier can be overcome in part through the adoption of form-based zoning regulations that prioritize design standards over strict use regulations—a distinction that would make it easier to develop mixed- or multi-use projects, provided they meet the physical form requirements.

Form-based zoning would also make it easier to approve walkable neighborhoods that have been adapted from existing structures, as it would nullify the need for the lengthy change-of-use application process.

Gentrification & Housing Disparity

Historically walkability has gone hand in hand with [gentrification](#), or the process by which poor urban areas undergo development that forcibly displaces the community's original residents—of whom are oftentimes ethnic minorities and/or people of color. When walkable communities are established in existing urban areas, the very qualities that make them desirable often lead to increased property values, which typically ends up pricing out the surrounding area's low-income residents.

As a result, these residents are forced to find [affordable housing](#) elsewhere, usually in areas with low walkability indexes; in short, inequitable design of walkable neighborhoods effectively excludes a large demographic from actually enjoying their benefits.

Portland, for example, is generally regarded as a highly walkable city thanks to its progressive design policies—but that's not the case for all its citizens. Most of the city's pedestrian-friendly areas aren't actually accessible to marginalized communities and those living in low-income housing due to either distance or a lack of adequate transit options.

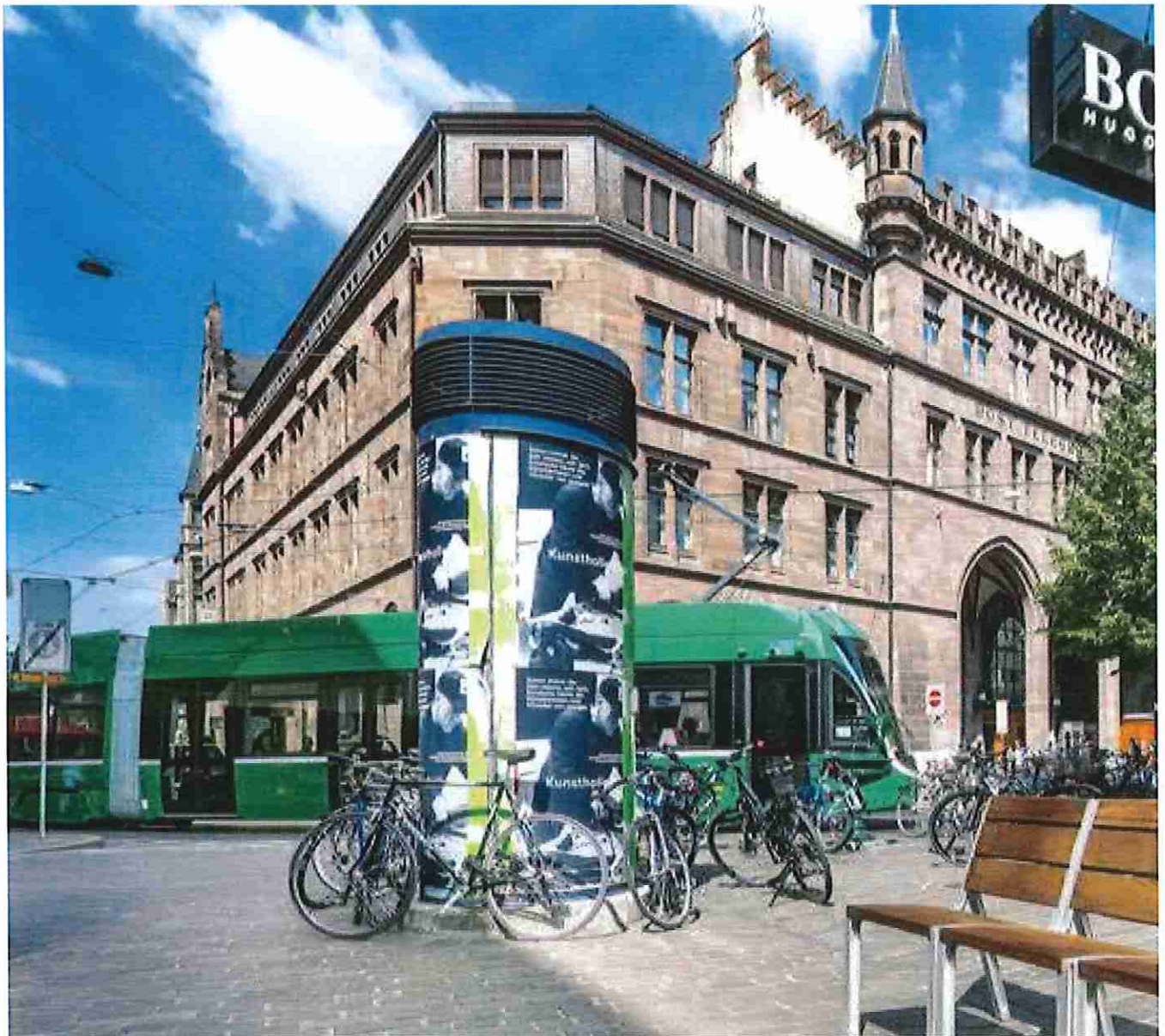
In order to avoid facilitating gentrification, walkable neighborhoods must include a variety of affordable housing options beyond the single-family home

or high-rise apartment. Multi-family homes, duplexes, townhomes, and other missing-middle housing types are just a few examples of how walkable neighborhoods can be made more inclusive of low-income, multi-generational, and non-traditional families.

How to Design a Walkable Neighborhood

Now that we know the benefits and potential challenges of walkable neighborhoods, let's talk about how to go about designing one.

Pedestrian Infrastructure



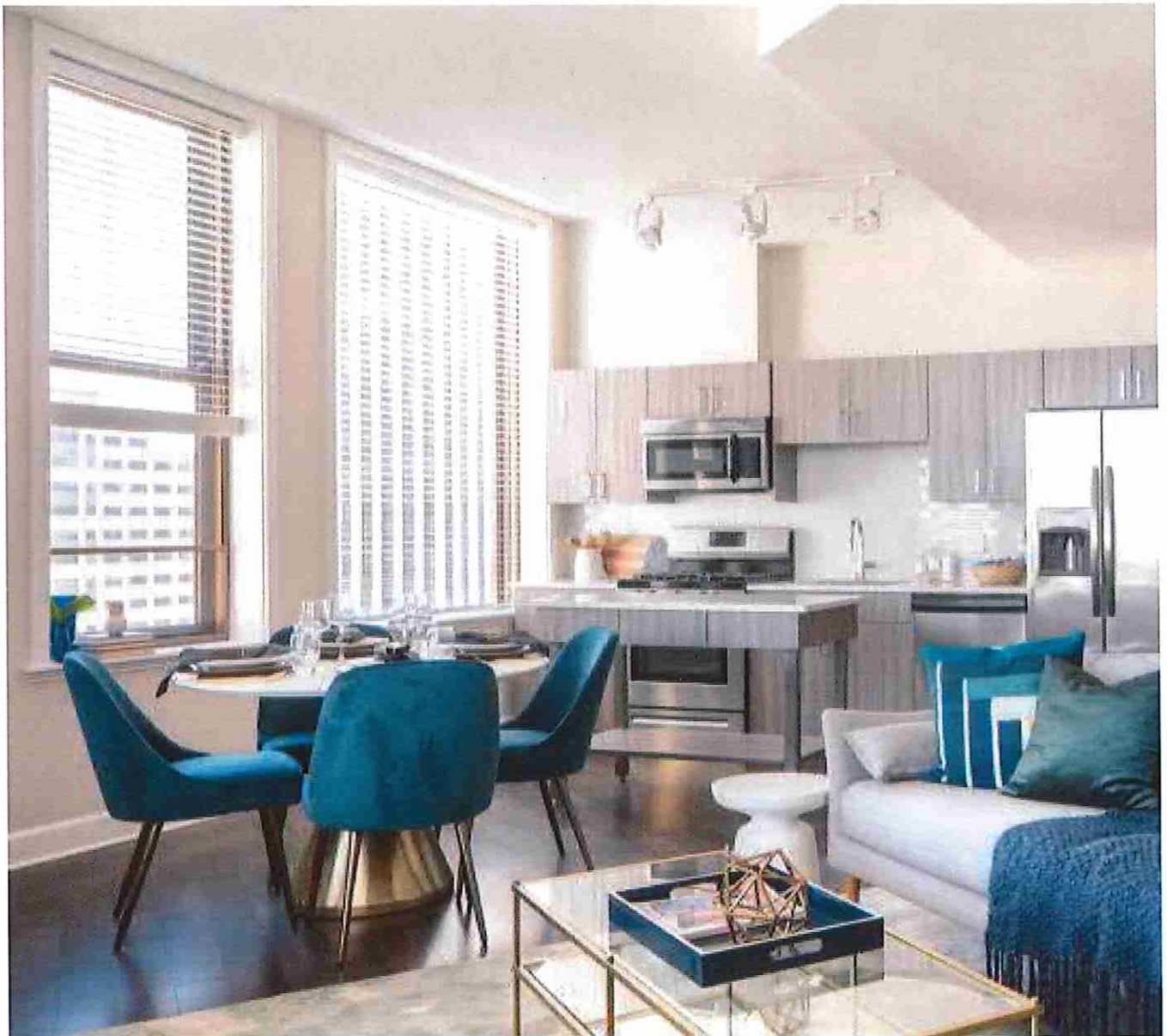
Pedestrian infrastructure—like this bench from mmcité—is a key to designing successful walkable neighborhoods and communities. Photo courtesy of mmcité

Walkable neighborhoods must be designed around pedestrian infrastructure. In practice this means making sure sidewalks and pathways are wide enough to accommodate heavy foot traffic and mobility aids, establishing dedicated bike lanes to keep cyclists safe, installing wayfinding tools (e.g. maps, signposts, etc.) to facilitate easy navigation, and including well-lit, sheltered rest areas to provide protection from the elements.

Pedestrian-friendly infrastructure also means designing well-connected streets with plenty of intersections. This helps reduce travel time and ensures there are multiple ways of getting from one place to another.

If pedestrians feel as though they can walk through their neighborhood safely, comfortably, and easily, they're more likely to actually do so.

Affordable & Diverse Housing

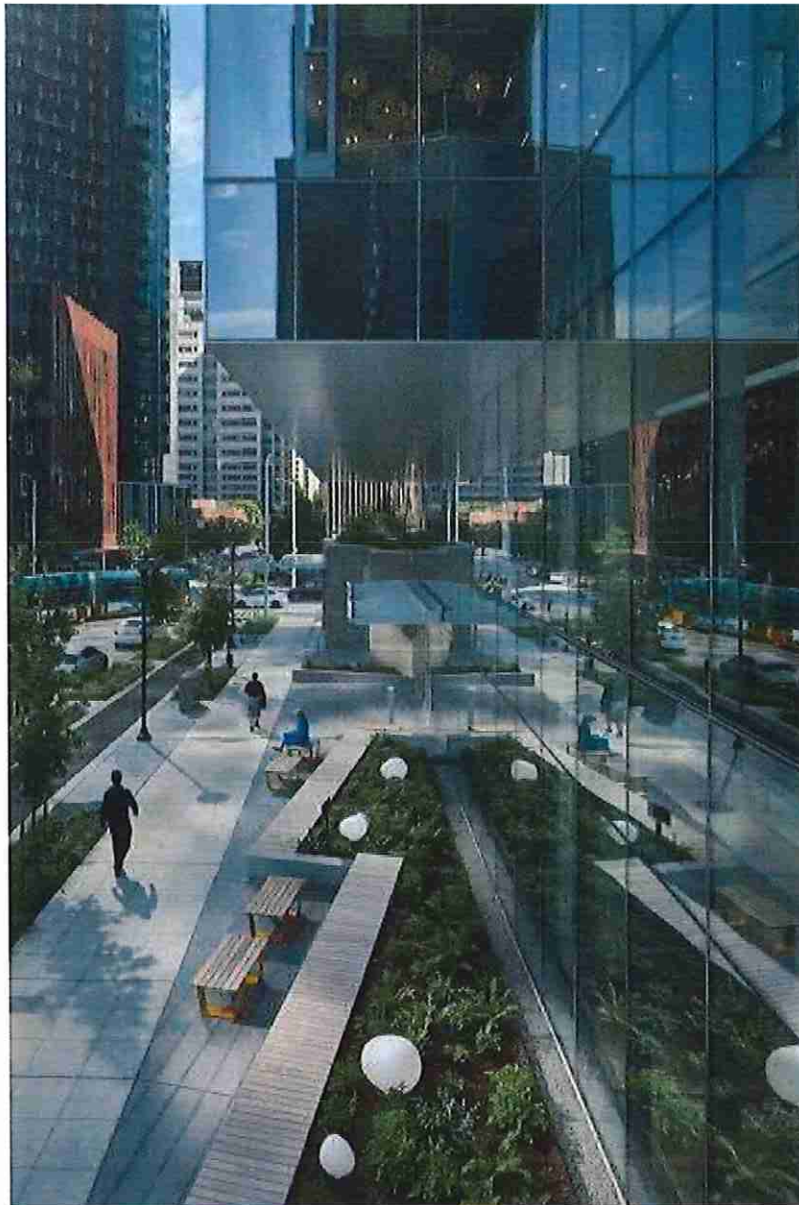


The walkable community at Sibley Square offers a range of both mixed-rate and affordable housing units. Photo by Christian Scully

To avoid excluding low-income residents and non-traditional families from walkable neighborhoods, a variety of housing options should be made available. As it stands many urban areas suffer from a lack of missing-middle housing, a term used to describe any housing that falls between single-family homes and the standard high-rise apartment (e.g. duplexes, triplexes, courtyard clusters, and so on).

Walkable neighborhoods present a perfect opportunity to remedy this situation and should strive to include [affordable housing](#) options for people of all economic backgrounds and family structures.

Variety of Mixed Use Amenities



Amazon Frontier is in Seattle's Denny Triangle, a mixed-use walkable neighborhood with access to a wide variety of amenities. Photo by Benjamin Benschneider

In the same vein, a walkable neighborhood needs to have a wide range of places for people to walk to if it wants to succeed. "In order to encourage walkability, people need to have a reason to get outside and go somewhere, to walk. You really want to have a variety of mixed uses," Stacy Olson, design resilience leader at Gensler, [previously told gb&d](#). "Not everyone's going to want to go to the same place, so having that rich diversity, whether it's amenities or open space, you need to have safe spaces to walk and a wide enough sidewalk and protection from the elements."

A diverse array of open spaces, restaurants, shops, and other amenities within walking distance ultimately makes a community more appealing to a wider range of people and allows occupants to meet their daily needs with convenient ease. It was for this very reason that Amazon decided to build their [Frontier](#) office tower in Seattle's Denny Triangle, a vibrant mixed-use neighborhood whose central location affords easy pedestrian access to a range of restaurants, cafes, lounges, shops, and more.

Transportation Options



Designed by TAT for developer WinnDevelopment, Sibley Square in Rochester is now a thriving multi-use walkable community. Photo by Christian Scully

But a walkable community should not be insular. Residents should be able to easily access a variety of mass transit options, like public buses, the subway, or a monorail system that would allow them to venture outside of the neighborhood. This helps prevent feelings of isolation and can help facilitate economic growth by allowing people from outside the community to patronize its businesses and restaurants.

“People really value living in a community where they don’t need to drive to work. They’re biking, taking transit, and walking around,” Jeff Zbikowski, founder of JZA Architecture, [previously told gb&d](#). “If you’re not spending 45 minutes a day each way going to the office, you have so much more time to go out and live in your community.”

Green Spaces



The street framework of Broward County Arena Concept Master Plan has been organized to balance pedestrian, bicycle, and automobile traffic. All streets have been designed to accommodate wide sidewalks buffered from automobiles with street trees and planting areas and include a range of shading devices such as arcades, awnings, and overhangs to enhance pedestrian comfort. Rendering courtesy of Arcadis

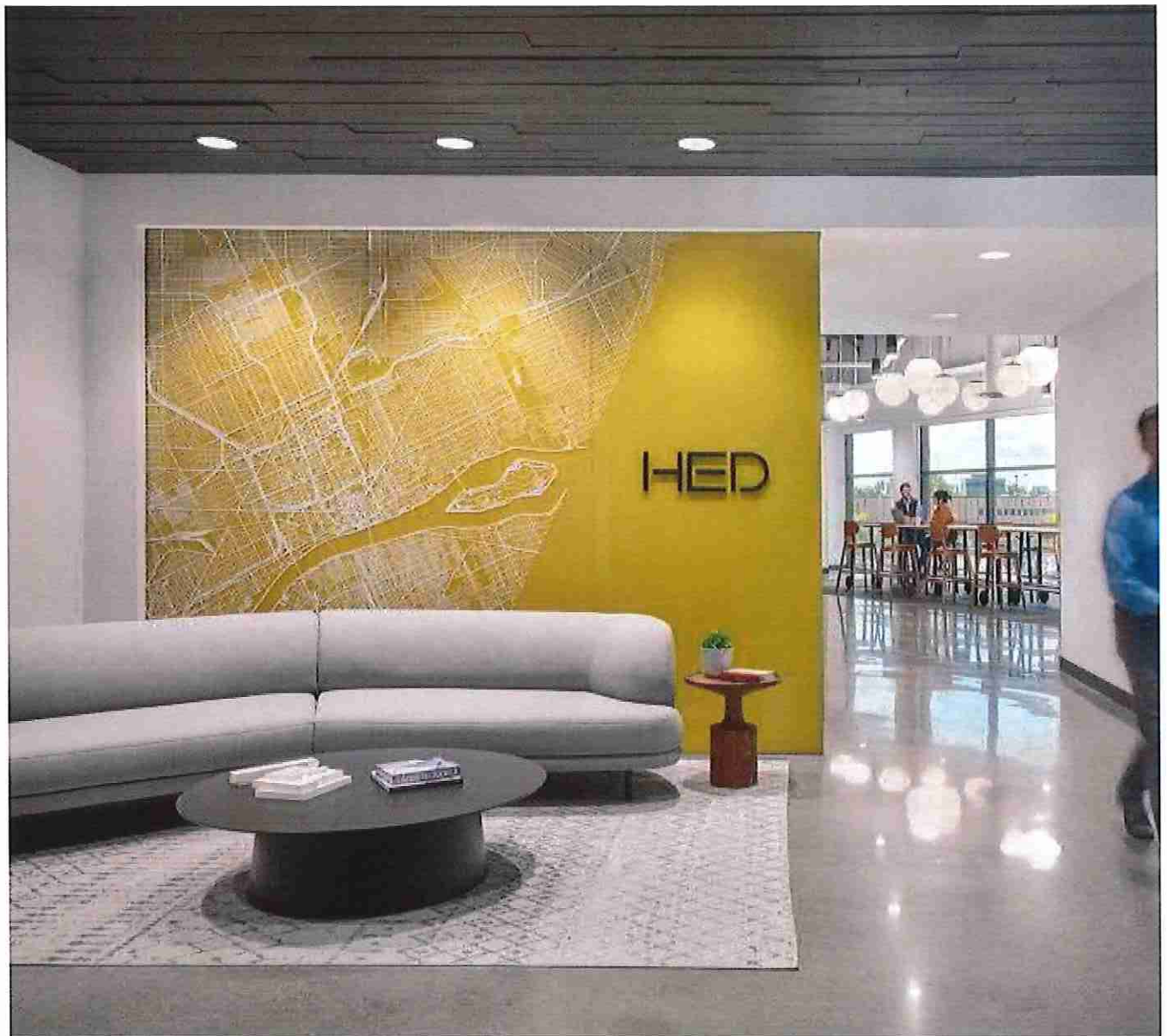
Something many urban areas lack is adequate access to green spaces, or those places where residents are able to interact with the natural world. When designing a walkable community, care should be taken to include parks, community gardens, walking trails, or the installation of [green roofs](#), rooftop gardens, and living walls if existing space is limited. Studies have shown that proximity and access to green spaces helps [improve mental and physical health](#), making for a happier and more productive community.

What's more, green spaces also have a plethora of environmental benefits, as they help to regulate temperature, absorb carbon, and soak up rainwater.

6 Examples of Walkable Neighborhoods

Having familiarized ourselves with the ins and outs of walkable neighborhoods, let's take a look at a few examples of communities designed with walkability in mind.

1. HED Detroit Office, Detroit



HED moved its office headquarters to Royal Oak—a walkable and bicycle-friendly neighborhood on the outskirts of Detroit. Photo courtesy of HED

When architectural design and engineering firm HED decided that it was time to move their office to a more suitable location, their 100-person design team was adamant about choosing somewhere that prioritized pedestrian infrastructure. “Everyone voted for a walkable city where they could feel connected to something bigger than the firm itself, where they could be part of a community with different benefits and amenities,” Tim Gawel, HED associate principal, [previously told gb&d](#).

This preference for walkability led HED to Royal Oak—a midscale urban arts community situated on the outskirts of Detroit—and aligns with the firm’s commitment to providing its employees with comfortable, wellness-focused workspaces. The area’s walkable nature also helped the office achieve [WELL certification](#), earning the project points in the “Movement” concept, which aims to encourage and promote physical activity through strategic design choices.

HED’s new second-floor office overlooks Main Street, placing occupants within walking distance of a variety of shops, vintage boutiques, restaurants, bars, and more. “We’re in this rich urban environment, swept up in the momentum of watching people walking by on the streets below, and you feel connected to something bigger than just HED,” Gawel says.

[2. Serenbe, Chattahoochee Hills, GA](#)



The first house at Serenbe was built in 2004 and today the community is home to over 1,000 residents. Photo courtesy of Serenbe

Modeled after the countryside villages of post-war England, Serenbe is a growing community on the outskirts of Atlanta whose philosophy is built on the notion that nature, wellness, and biophilia are key to the development of a successful, walkable neighborhood.

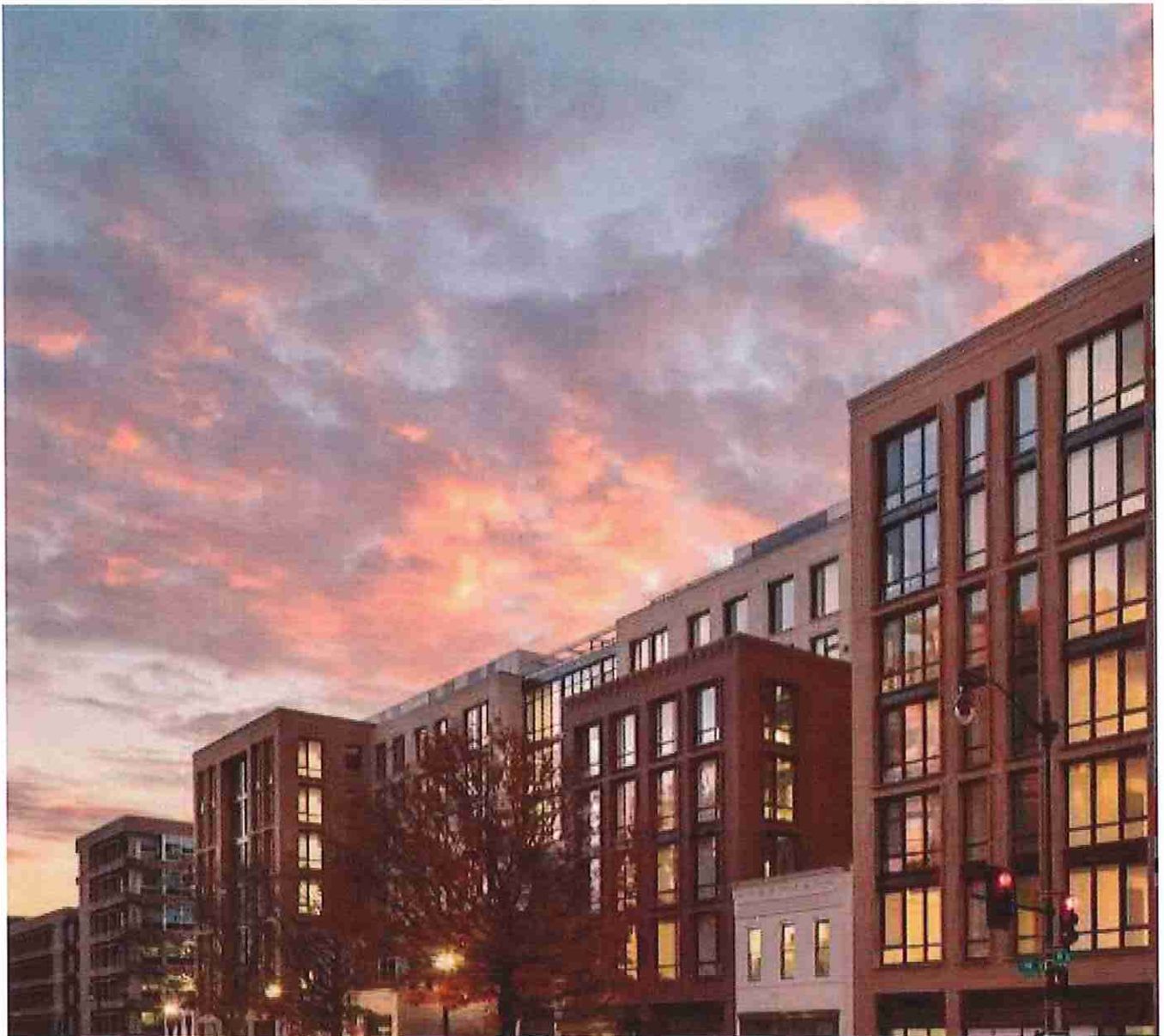
Serenbe began 2004 with a single house and has since evolved into a highly sought-after walkable community with more than 1,000 residents and an ever-revolving calendar of social events. Serenbe currently encompasses 2,000 acres (though it resides on 40,000 acres of unincorporated land) and is mixed-use in every sense, boasting everything from small organic farms and preserved woodland to homes, businesses, and social areas.

This diversity of function ensures that there's no shortage of places to walk to in Serenbe. "We have what we call live/work, where the retail is on the street and you have two apartments above it—something that has all but disappeared. It was very common in the 1930s. We now have 18 of those live/work, and most of them are occupied with some sort of health services—from Pilates to a small animal vet, cold pressed juice, and so on," said Serenbe founder and CEO Steve [Nygren in a previous interview](#).

"We also have a martial arts place, an ice cream shop, a bagel shop, an interior design storefront, a pottery shop. We have all of these interesting people. Just by putting out the intent and moving forward, people are showing up." Serenbe is even home to its own school, where over 300 children learn and cultivate a sense of appreciation for the land, art, and sustainable agriculture.

Beyond sidewalks, crosswalks, and pedestrian-friendly streets, Serenbe also boasts an ever-growing network of walking trails. "We're extending our property and farmettes to the west, which takes us another mile-and-a-half closer to the Chattahoochee River," Nygren says. "We're putting more trails in, so we'll be able to walk all the way to the Chattahoochee River, which, from the Blue Eyed Daisy [the town's first restaurant/coffee shop] is about four miles, and we stretch a mile-and-a-half through our farmettes. This trail connectivity is larger."

3. Collection 14, Washington D.C.



The block-long Collection 14, designed by Perkins Eastman, is framed by two apartment towers and incorporates several historic structures and facades. Photo by Andrew Rugge

Designed by Perkins Eastman, Collection 14 provides insight into how walkable communities can thrive even in bustling urban centers simply by repurposing existing structures—that is, through [adaptive reuse](#).

Occupying an entire city block, Collection 14 helps preserve the historic facades of several key buildings (an automobile showroom, gas station, and townhouses, to name a few) built during the early 20th century while simultaneously updating their interiors to meet the needs of today. Now, Collection 14 houses 233 residential units as well as retail, event, and office spaces.

“The creation of a place that has places to live, places to work, and places to shop and visit takes advantage of the asset,” Tim Bertschinger, Collection 14’s associate principal and project manager, [previously told gb&d](#). “That kind of urbanism is a big part of sustainability.” The development also boasts a range of green building features, including ample daylighting solutions, low-flow plumbing, multiple green roofs, a bioretention pond to help manage stormwater, a VRV with a dedicated outdoor air ventilation system, and low-VOC materials.

And because Collection 14 occupies buildings built at a time when personal vehicles were still a novelty, residents have access to a variety of public transportation options. “The location of this project is a big part of the sustainability story,” Heather Jauregui, Perkins Eastman’s director of sustainability, [told gb&d in a previous article](#). “Collection 14 is a block from the Metro and has great bus lines. If you design a high-performance building, but it’s in the middle of nowhere and everyone has to drive there, is it really sustainable?”

[4. Sibley Square, Rochester, NY](#)



In Sibley Square's skylit atrium, a 15,000-square-foot food hall showcases local restaurants and other independent food and beverage vendors. In addition to multiple dining options, the mixed-use complex also includes mixed-rate and affordable housing, retail shops, a grocery store, offices, and more. Photo by Christian Scully

Similar to Collection 14, Sibley Square is an inspiring example of how existing structures may be renovated to accommodate multi-use walkability. Designed by The Architectural Team (TAT), Sibley Square resides in the shell of an old department store that has since been renovated for mixed-use purposes.

"Our towns and cities face persistent challenges, but it truly is possible to use existing assets to meet many of our most pressing social needs," Michael Albert, one of the project managers at TAT, [told gb&d in a previous interview](#).

“For us Sibley Square is a reminder to always think creatively and take the perspective that solutions are possible when people collaborate.”

In Rochester, New York, Sibley Square occupies 1.1 million square feet and encompasses nearly 200 mixed-rate and affordable housing units, retail shops, restaurants, a child-care facility, a grocery store, offices, and even an art gallery—making the structure a walkable, multi-story neighborhood. Sibley Square is also served by multiple public transit options and is within walking distance of several parks.

5. ACC Highland Campus, Austin



Perkins&Will and Barnes Gromatzky Kosarek Architects transformed a vacant shopping mall into a highly-walkable Austin Community College campus. Photo by Dror Baldinger

Opened in 1971, the Highland Mall in Austin, Texas started to decline around the turn of the century as shoppers' interests were diverted elsewhere. In 2012 the property was bought by Austin Community College, who began renovations to integrate the former shopping center into their existing campus network—and seeing as malls are already designed with walkability in mind, the purchase was a no-brainer.

“The mall site has many advantages—being a central hub near major roadways, having several adaptive reuse building opportunities, and being close to public transportation,” Gardner Vass, a design principal with Perkins&Will, [previously told gb&d](#).

Today the completed ACC Highland Campus features everything from labs and classrooms to restaurants and office spaces, with a wide variety of housing options nearby. Parks and walking trails help foster a sense of connection to nature, promote exercise, and aid in maintaining students' mental health. The campus is easily accessible by way of Austin's public bus system and MetroRail line, allowing students and visitors the opportunity to come and go as they please.

An inspiring example of both walkability and adaptive reuse, this mall-turned-college-campus offers excellent insight on how to design walkable neighborhoods using existing structures.

6. Infill on the Cut, Detroit



The Infill on The Cut is a development in Detroit that will challenge the conventional mixed-use approach and create a new gateway to downtown that is inclusive, welcoming, and equitably prosperous. Rendering courtesy of Gensler

Despite still being in the planning stages, Gensler's [Infill on the Cut](#) is helping to redefine how we think about walkability in cities. Designed to be traversed in just 20 minutes, Infill on the Cut is set to include 350 residential units, 80,000 square feet of retail space, and 18,000 square feet of public green space.

One of the things Gensler prioritized when designing the Cut was making sure people can both live and work in or near the community. "If you have, for example, all of the things you need within your community that's great, but how many jobs does that provide for?" Olson says. "If you've got a population

who lives in a 20-minute city and there's not a job market for them, then they've been excluded from that city. That's really when we start to think about transit-oriented development."

By linking the Cut with existing transportation networks, it will allow people to work jobs located outside of the city—without the need for a personal vehicle.

The Future of Walkable Neighborhoods



Studio One Eleven's Living Empower House is part of a larger plan to transform a single-use office park in Santa Ana into a mixed-use walkable community. Rendering courtesy of Studio One Eleven

As public attitudes shift away from car-centric design, the demand for walkable neighborhoods and cities has reached an all-time high—and the AEC industry is beginning to take notice, as evidenced by the marked increase in planned development projects with high walkability indexes.

Studio One Eleven's proposed Living Empower House, for example, is an in-progress residential project intended to help transform an auto-centric single use office park in Santa Ana, California into a thriving mixed-use, walkable, interconnected neighborhood with access to jobs, retail, transit, schools, and health care.

Made possible by the city's recent zoning revisions, the project "will follow guidelines for wider sidewalks, calmer traffic speeds, and bike lanes," Michael Bohn, senior principal at Studio One Eleven, [previously wrote for gb&d](#). "The project also focuses on the ground level experience to ensure active storefronts, ample street trees to support walkability, and pedestrian scaled amenities like bike racks and lighting."

All in all, there are many environmental, economic, and health benefits associated with walkable communities. And when you add on the fact that walkable neighborhoods can help revitalize city centers or reuse structures that no longer serve the function they once did, it's easy to see that designing walkable communities can help address many of our modern societal woes.

Mary Revilla

From: Sandra Bloom <riverfrogsy@yahoo.com>
Sent: Monday, March 24, 2025 8:43 AM
To: Planning Mailbox
Subject: Doug Farm

Dear Planning Commision,

The current Doub Farm development plan is not acceptable due to the very limited access to the site via Landis Road. I am a long time resident of Potomac Ridge Condominiums. I and all the other residents here have only one egress point onto Landis Road.

Developers say 100s of homes must be built PRIOR to construction of the new development access road onto 40. The traffic from construction and all those new residents will not only create a major hassle for current and new residents' daily life but a SAFETY HAZARD including during medical or fire emergencies. Indeed I question the safety and quality of life for all eventual residents, businesses and shoppers even with the proposed access road.

This development as designed will completely change the residential and semi-rural character of the surroundings and put severe strains on the infrastructure. If carried out at all, it should be done in provisional and incremental stages that consider and measure the impact on citizens quality of life and essential services, not just the financial ambitions of the developers. If the developers can't fund the access road up front they need to reconsider!

I lived in Frederick County for many years and have seen what developer greed and permissive planning has wrought. No longer is Frederick a "great place to live." Washington County planners, please don't make the same mistake. Development is inevitable but do it right!

Sandra Bloom
Potomac Ridge Community

Sent from my iPad

WILLIAM C. WANTZ
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HAGERSTOWN, MARYLAND 21740-4709

TELEPHONE
(301) 733-7972

EMAIL
WANTZ@MAC.COM

March 25, 2025

The Honorable William B. McIntire
City of Hagerstown
One East Franklin Street
Hagerstown, MD 21740

Re: Proposed PUD-R Overlay Map Amendment
Doub Farm Landis Road
No. ZM-2024-04

Dear Mayor McIntire and Members of the City Council:

I represent Washington Land Company.

Washington Land Company owns land on the North side of Landis Road, across from the Doub farm, and in the vicinity of the segment of Landis Road where two sequential right-angle turns are located.

My client takes no position for or against the proposed PUD-R development.

In its submitted concept plan, the Applicant proposes to realign Landis Road in the Northwest corner of the proposed development area (see attachment).

As conceptually designed, the proposed realignment of Landis Road may be designed to better accommodate site distance limitations and accessibility to the contiguous lands of Washington Land Company, currently zoned RT (Residential Transition) under the Washington County Zoning Ordinance and suitable for future development.

Enclosed is a drawing recently prepared by Triad Engineering, Inc. illustrating an alternate realignment of Landis Road for consideration in the City's development approval process, should the rezoning application be granted.

The Honorable William B. McIntire
City of Hagerstown
March 25, 2025
Page 2

We look forward to working with the City and to cooperate in the conveyance or dedication of lands which may be required in implementing the design concepts recommended.

Very truly yours,



William C. Wantz

WCW/psm

cc: Client

Enclosures

- 395 TOWNHOMES
- 4 COMMERCIAL PADS (AVERAGE 25,500 S.F. FLOOR AREA)
- 48K SF RETAIL UNDER 4 APT BLDGS
- 1 COMMERCIAL / INDUSTRIAL LOT

TOWNHOME PARKING TABULATION:

- 313 DRIVEWAYS
- 546 OFF STREET PARKING SPACES
- 226 ON STREET PARKING SPACES TOTAL = 1,087 = 2.9/TOWNHOME

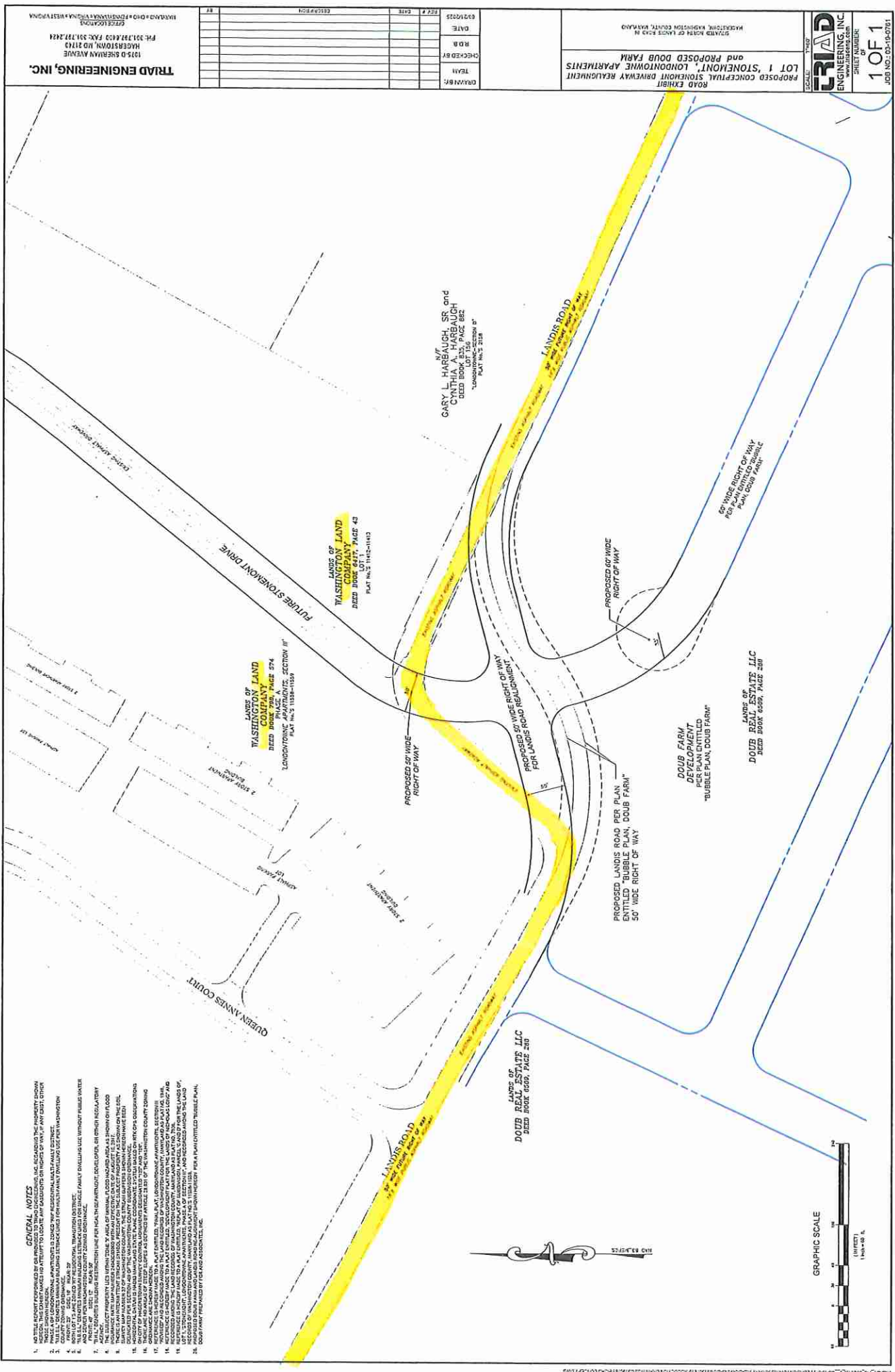
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| STREET LIGHTING | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 | 100 | 105 | 110 | 115 | 120 | 125 | 130 | 135 | 140 | 145 | 150 | 155 | 160 | 165 | 170 | 175 | 180 | 185 | 190 | 195 | 200 | 205 | 210 | 215 | 220 | 225 | 230 | 235 | 240 | 245 | 250 | 255 | 260 | 265 | 270 | 275 | 280 | 285 | 290 | 295 | 300 | 305 | 310 | 315 | 320 | 325 | 330 | 335 | 340 | 345 | 350 | 355 | 360 | 365 | 370 | 375 | 380 | 385 | 390 | 395 | 400 | 405 | 410 | 415 | 420 | 425 | 430 | 435 | 440 | 445 | 450 | 455 | 460 | 465 | 470 | 475 | 480 | 485 | 490 | 495 | 500 | 505 | 510 | 515 | 520 | 525 | 530 | 535 | 540 | 545 | 550 | 555 | 560 | 565 | 570 | 575 | 580 | 585 | 590 | 595 | 600 | 605 | 610 | 615 | 620 | 625 | 630 | 635 | 640 | 645 | 650 | 655 | 660 | 665 | 670 | 675 | 680 | 685 | 690 | 695 | 700 | 705 | 710 | 715 | 720 | 725 | 730 | 735 | 740 | 745 | 750 | 755 | 760 | 765 | 770 | 775 | 780 | 785 | 790 | 795 | 800 | 805 | 810 | 815 | 820 | 825 | 830 | 835 | 840 | 845 | 850 | 855 | 860 | 865 | 870 | 875 | 880 | 885 | 890 | 895 | 900 | 905 | 910 | 915 | 920 | 925 | 930 | 935 | 940 | 945 | 950 | 955 | 960 | 965 | 970 | 975 | 980 | 985 | 990 | 995 | 1000 | 1005 | 1010 | 1015 | 1020 | 1025 | 1030 | 1035 | 1040 | 1045 | 1050 | 1055 | 1060 | 1065 | 1070 | 1075 | 1080 | 1085 | 1090 | 1095 | 1100 | 1105 | 1110 | 1115 | 1120 | 1125 | 1130 | 1135 | 1140 | 1145 | 1150 | 1155 | 1160 | 1165 | 1170 | 1175 | 1180 | 1185 | 1190 | 1195 | 1200 | 1205 | 1210 | 1215 | 1220 | 1225 | 1230 | 1235 | 1240 | 1245 | 1250 | 1255 | 1260 | 1265 | 1270 | 1275 | 1280 | 1285 | 1290 | 1295 | 1300 | 1305 | 1310 | 1315 | 1320 | 1325 | 1330 | 1335 | 1340 | 1345 | 1350 | 1355 | 1360 | 1365 | 1370 | 1375 | 1380 | 1385 | 1390 | 1395 | 1400 | 1405 | 1410 | 1415 | 1420 | 1425 | 1430 | 1435 | 1440 | 1445 | 1450 | 1455 | 1460 | 1465 | 1470 | 1475 | 1480 | 1485 | 1490 | 1495 | 1500 | 1505 | 1510 | 1515 | 1520 | 1525 | 1530 | 1535 | 1540 | 1545 | 1550 | 1555 | 1560 | 1565 | 1570 | 1575 | 1580 | 1585 | 1590 | 1595 | 1600 | 1605 | 1610 | 1615 | 1620 | 1625 | 1630 | 1635 | 1640 | 1645 | 1650 | 1655 | 1660 | 1665 | 1670 | 1675 | 1680 | 1685 | 1690 | 1695 | 1700 | 1705 | 1710 | 1715 | 1720 | 1725 | 1730 | 1735 | 1740 | 1745 | 1750 | 1755 | 1760 | 1765 | 1770 | 1775 | 1780 | 1785 | 1790 | 1795 | 1800 | 1805 | 1810 | 1815 | 1820 | 1825 | 1830 | 1835 | 1840 | 1845 | 1850 | 1855 | 1860 | 1865 | 1870 | 1875 | 1880 | 1885 | 1890 | 1895 | 1900 | 1905 | 1910 | 1915 | 1920 | 1925 | 1930 | 1935 | 1940 | 1945 | 1950 | 1955 | 1960 | 1965 | 1970 | 1975 | 1980 | 1985 | 1990 | 1995 | 2000 | 2005 | 2010 | 2015 | 2020 | 2025 | 2030 | 2035 | 2040 | 2045 | 2050 | 2055 | 2060 | 2065 | 2070 | 2075 | 2080 | 2085 | 2090 | 2095 | 2100 | 2105 | 2110 | 2115 | 2120 | 2125 | 2130 | 2135 | 2140 | 2145 | 2150 | 2155 | 2160 | 2165 | 2170 | 2175 | 2180 | 2185 | 2190 | 2195 | 2200 | 2205 | 2210 | 2215 | 2220 | 2225 | 2230 | 2235 | 2240 | 2245 | 2250 | 2255 | 2260 | 2265 | 2270 | 2275 | 2280 | 2285 | 2290 | 2295 | 2300 | 2305 | 2310 | 2315 | 2320 | 2325 | 2330 | 2335 | 2340 | 2345 | 2350 | 2355 | 2360 | 2365 | 2370 | 2375 | 2380 | 2385 | 2390 | 2395 | 2400 | 2405 | 2410 | 2415 | 2420 | 2425 | 2430 | 2435 | 2440 | 2445 | 2450 | 2455 | 2460 | 2465 | 2470 | 2475 | 2480 | 2485 | 2490 | 2495 | 2500 | 2505 | 2510 | 2515 | 2520 | 2525 | 2530 | 2535 | 2540 | 2545 | 2550 | 2555 | 2560 | 2565 | 2570 | 2575 | 2580 | 2585 | 2590 | 2595 | 2600 | 2605 | 2610 | 2615 | 2620 | 2625 | 2630 | 2635 | 2640 | 2645 | 2650 | 2655 | 2660 | 2665 | 2670 | 2675 | 2680 | 2685 | 2690 | 2695 | 2700 | 2705 | 2710 | 2715 | 2720 | 2725 | 2730 | 2735 | 2740 | 2745 | 2750 | 2755 | 2760 | 2765 | 2770 | 2775 | 2780 | 2785 | 2790 | 2795 | 2800 | 2805 | 2810 | 2815 | 2820 | 2825 | 2830 | 2835 | 2840 | 2845 | 2850 | 2855 | 2860 | 2865 | 2870 | 2875 | 2880 | 2885 | 2890 | 2895 | 2900 | 2905 | 2910 | 2915 | 2920 | 2925 | 2930 | 2935 | 2940 | 2945 | 2950 | 2955 | 2960 | 2965 | 2970 | 2975 | 2980 | 2985 | 2990 | 2995 | 3000 | 3005 | 3010 | 3015 | 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3735 | 3740 | 3745 | 3750 | 3755 | 3760 | 3765 | 3770 | 3775 | 3780 | 3785 | 3790 | 3795 | 3800 | 3805 | 3810 | 3815 | 3820 | 3825 | 3830 | 3835 | 3840 | 3845 | 3850 | 3855 | 3860 | 3865 | 3870 | 3875 | 3880 | 3885 | 3890 | 3895 | 3900 | 3905 | 3910 | 3915 | 3920 | 3925 | 3930 | 3935 | 3940 | 3945 | 3950 | 3955 | 3960 | 3965 | 3970 | 3975 | 3980 | 3985 | 3990 | 3995 | 4000 | 4005 | 4010 | 4015 | 4020 | 4025 | 4030 | 4035 | 4040 | 4045 | 4050 | 4055 | 4060 | 4065 | 4070 | 4075 | 4080 | 4085 | 4090 | 4095 | 4100 | 4105 | 4110 | 4115 | 4120 | 4125 | 4130 | 4135 | 4140 | 4145 | 4150 | 4155 | 4160 | 4165 | 4170 | 4175 | 4180 | 4185 | 4190 | 4195 | 4200 | 4205 | 4210 | 4215 | 4220 | 4225 | 4230 | 4235 | 4240 | 4245 | 4250 | 4255 | 4260 | 4265 | 4270 | 4275 | 4280 | 4285 | 4290 | 4295 | 4300 | 4305 | 4310 | 4315 | 4320 | 4325 | 4330 | 4335 | 4340 | 4345 | 4350 | 4355 | 4360 | 4365 | 4370 | 4375 | 4380 | 4385 | 4390 | 4395 | 4400 | 4405 | 4410 | 4415 | 4420 | 4425 | 4430 | 4435 | 4440 | 4445 | 4450 | 4455 | 4460 | 4465 | 4470 | 4475 | 4480 | 4485 | 4490 | 4495 | 4500 | 4505 | 4510 | 4515 | 4520 | 4525 | 4530 | 4535 | 4540 | 4545 | 4550 | 4555 | 4560 | 4565 | 4570 | 4575 | 4580 | 4585 | 4590 | 4595 | 4600 | 4605 | 4610 | 4615 | 4620 | 4625 | 4630 | 4635 | 4640 | 4645 | 4650 | 4655 | 4660 | 4665 | 4670 | 4675 | 4680 | 4685 | 4690 | 4695 | 4700 | 4705 | 4710 | 4715 | 4720 | 4725 | 4730 | 4735 | 4740 | 4745 | 4750 | 4755 | 4760 | 4765 | 4770 | 4775 | 4780 | 4785 | 4790 | 4795 | 4800 | 4805 | 4810 | 4815 | 4820 | 4825 | 4830 | 4835 | 4840 | 4845 | 4850 | 4855 | 4860 | 4865 | 4870 | 4875 | 4880 | 4885 | 4890 | 4895 | 4900 | 4905 | 4910 | 4915 | 4920 | 4925 | 4930 | 4935 | 4940 | 4945 | 4950 | 4955 | 4960 | 4965 | 4970 | 4975 | 4980 | 4985 | 4990 | 4995 | 5000 | 5005 | 5010 | 5015 | 5020 | 5025 | 5030 | 5035 | 5040 | 5045 | 5050 | 5055 | 5060 | 5065 | 5070 | 5075 | 5080 | 5085 | 5090 | 5095 | 5100 | 5105 | 5110 | 5115 | 5120 | 5125 | 5130 | 5135 | 5140 | 5145 | 5150 | 5155 | 5160 | 5165 | 5170 | 5175 | 5180 | 5185 | 5190 | 5195 | 5200 | 5205 | 5210 | 5215 | 5220 | 5225 | 5230 | 5235 | 5240 | 5245 | 5250 | 5255 | 5260 | 5265 | 5270 | 5275 | 5280 | 5285 | 5290 | 5295 | 5300 | 5305 | 5310 | 5315 | 5320 | 5325 | 5330 | 5335 | 5340 | 5345 | 5350 | 5355 | 5360 | 5365 | 5370 | 5375 | 5380 | 5385 | 5390 | 5395 | 5400 | 5405 | 5410 | 5415 | 5420 | 5425 | 5430 | 5435 | 5440 | 5445 | 5450 | 5455 | 5460 | 5465 | 5470 | 5475 | 5480 | 5485 | 5490 | 5495 | 5500 | 5505 | 5510 | 5515 | 5520 | 5525 | 5530 | 5535 | 5540 | 5545 | 5550 | 5555 | 5560 | 5565 | 5570 | 5575 | 5580 | 5585 | 5590 | 5595 | 5600 | 5605 | 5610 | 5615 | 5620 | 5625 | 5630 | 5635 | 5640 | 5645 | 5650 | 5655 | 5660 | 5665 | 5670 | 5675 | 5680 | 5685 | 5690 | 5695 | 5700 | 5705 | 5710 | 5715 | 5720 | 5725 | 5730 | 5735 | 5740 | 5745 | 5750 | 5755 | 5760 | 5765 | 5770 | 5775 | 5780 | 5785 | 5790 | 5795 | 5800 | 5805 | 5810 | 5815 | 5820 | 5825 | 5830 | 5835 | 5840 | 5845 | 5850 | 5855 | 5860 | 5865 | 5870 | 5875 | 5880 | 5885 | 5890 | 5895 | 5900 | 5905 | 5910 | 5915 | 5920 | 5925 | 5930 | 5935 | 5940 | 5945 | 5950 | 5955 | 5960 | 5965 | 5970 | 5975 | 5980 | 5985 | 5990 | 5995 | 6000 | 6005 | 6010 | 6015 | 6020 | 6025 | 6030 | 6035 | 6040 | 6045 | 6050 | 6055 | 6060 | 6065 | 6070 | 6075 | 6080 | 6085 | 6090 | 6095 | 6100 | 6105 | 6110 | 6115 | 6120 | 6125 | 6130 | 6135 | 6140 | 6145 | 6150 | 6155 | 6160 | 6165 | 6170 | 6175 | 6180 | 6185 | 6190 | 6195 | 6200 | 6205 | 6210 | 6215 | 6220 | 6225 | 6230 | 6235 | 6240 | 6245 | 6250 | 6255 | 6260 | 6265 | 6270 | 6275 | 6280 | 6285 | 6290 | 6295 | 6300 | 6305 | 6310 | 6315 | 6320 | 6325 | 6330 | 6335 | 6340 | 6345 | 6350 | 6355 | 6360 | 6365 | 6370 | 6375 | 6380 | 6385 | 6390 | 6395 | 6400 | 6405 | 6410 | 6415 | 6420 | 6425 | 6430 | 6435 | 6440 | 6445 | 6450 | 6455 | 6460 | 6465 | 6470 | 6475 | 6480 | 6485 | 6490 | 6495 | 6500 | 6505 | 6510 | 6515 | 6520 | 6525 | 6530 | 6535 | 6540 | 6545 | 6550 | 6555 | 6560 | 6565 | 6570 | 6575 | 6580 | 6585 | 6590 | 6595 | 6600 | 6605 | 6610 | 6615 | 6620 | 6625 | 6630 | 6635 | 6640 | 6645 | 6650 | 6655 | 6660 | 6665 | 6670 | 6675 | 6680 | 6685 | 6690 | 6695 | 6700 | 6705 | 6710 | 6715 | 6720 | 6725 | 6730 | 6735 | 6740 | 6745 | 6750 | 6755 | 6760 | 6765 | 6770 | 6775 | 6780 | 6785 | 6790 | 6795 | 6800 | 6805 | 6810 | 6815 | 6820 | 6825 | 6830 | 6835 | 6840 | 6845 | 6850 | 6855 | 6860 | 6865 | 6870 | 6875 | 6880 | 6885 | 6890 | 6895 | 6900 | 6905 | 6910 | 6915 | 6920 | 6925 | 6930 | 6935 | 6940 | 6945 | 6950 | 6955 | 6960 | 6965 | 6970 | 6975 | 6980 | 6985 | 6990 | 6995 | 7000</ |
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TRIAD ENGINEERING, INC.
1075-D SHERMAN AVENUE
HAGERSTOWN, MD 21740
PH. 301.397.6100 FAX: 301.397.2424
671000000048
MARYLAND • OHIO • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA



GENERAL NOTES

1. ALL INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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GRAPHIC SCALE



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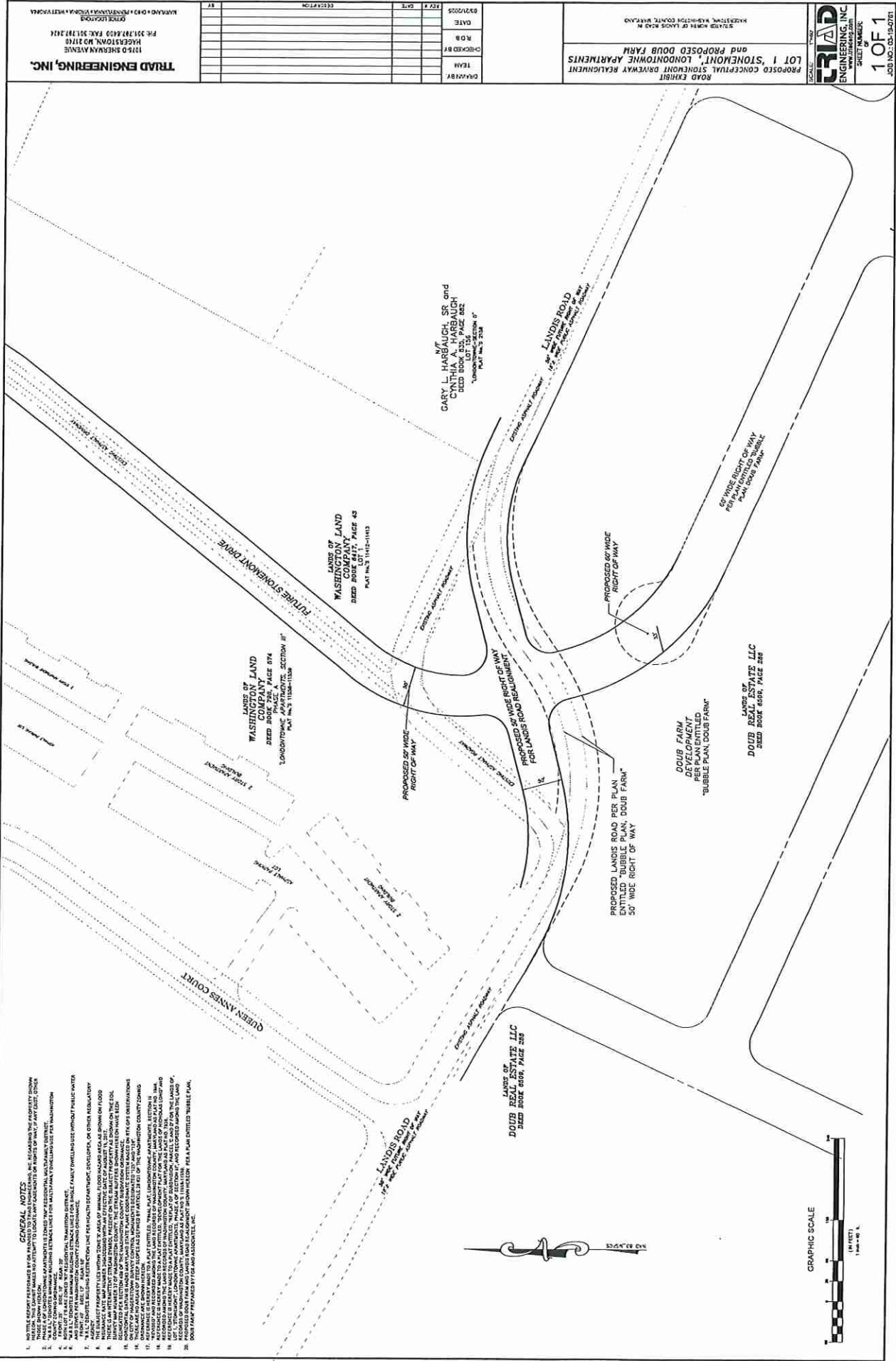
TRIAD ENGINEERING, INC.
1015 D. SHERMAN AVENUE
HAGERSTOWN, MD 21753
PHONE: 410.391.7474 FAX: 410.391.7474
WWW.TRIAD-ENG.COM





1. THE ENGINEER HAS REVIEWED THE RECORD PLANS AND HAS FOUND THEM TO BE IN ACCORD WITH THE REQUIREMENTS OF THE DISTRICT OF COLUMBIA ZONING REGULATIONS AND THE DISTRICT OF COLUMBIA SUBDIVISION ACT.
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GENERAL NOTES



GRAPHIC SCALE



TRAD
ENGINEERING, INC.
SHEET NUMBER
1 OF 1
JOB NO. 03-19-0761

PROPOSED CONCEPTUAL SINGKHOON ROADWAY ALIGNMENT
AND PROPOSED DOUB FARM
LOT 1 'STOKENHOLM' LONDONTOWNE APARTMENTS

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| DATE | 03/11/2020 |
| BY | TRAD |
| CHECKED BY | TRAD |
| TEAM | TRAD |
| DESIGNER | TRAD |
| DATE | 03/11/2020 |
| BY | TRAD |
| CHECKED BY | TRAD |
| TEAM | TRAD |
| DESIGNER | TRAD |

TRAD ENGINEERING, INC.
1010 SHEPARD AVENUE
MAGNETON, MD 21093
PH: 301.717.8000 FAX: 301.717.2014
E-MAIL: TRAD@TRAD-ENGINEERING.COM

Stephen Bockmiller

From: rickh@hamiltonnissan.com
Sent: Monday, March 24, 2025 9:13 AM
To: Stephen Bockmiller
Subject: Doub Road

Good morning Steve,

I would assume you are inundated with email about the Doub Road project and also super busy thinking about replacing Kathy M, who I understand is retiring.

My wish for version number four (I think) of the Doub development is that eventually the link to Route 40 is across from the new Trolley Drive/Corboy roads leading from the developments on our Emmert property and the Lyles Farm development. Pretty close to 300 units when finished if I recall David's mile a minute explanation. I suspect this road will end up being a bypass of Beaver Creek Road and Emmert which at this point is right turn only eastbound.

The previous solutions for access have been kind of silly given the elevation changes in east and west Route 40.

I would strongly propose that the developer build an intersection that lines up with Trolley Drive if they want eastbound access. I would also hope that because the Carmax and Trolley, Corboy, Lyles Farm projects will be first by at least a year or two that their access has priority.

Best regards,
Rick Hamilton
301-667-6016

Hamilton Nissan
Trolley Drive LLC

Mary Revilla

From: Carolyn Mentzer <rdm.crm@yahoo.com>
Sent: Monday, March 24, 2025 12:29 PM
To: Planning Mailbox
Subject: Development plans for Doub Farm

To whom it may concern,

The article in today's H-M newspaper discusses use of the Doub Farm off Landis Rd.

A Costco Warehouse Store and super-nice, next-level large grocery store, such as Kroger or Wegman's would significantly benefit the people of Hagerstown and surrounding areas. Costco and Kroger, for example, would employ dozens of people; providing above-average pay and benefits.

Hagerstown has long been a hub for many things, including our diverse shopping opportunities. The addition of a Costco / Wegman's could buffer the negative impacts of the recent or impending closures of several brick-and-mortar stores, such as Jo-Ann, Big Lots, Food Lion and its replacement. The local market could surely support a next-level grocery super store.

Store signage on location of this parcel along Rt. 70 would be visible, bringing shoppers from the tri-state area, as well as more long-distance travelers. Currently, we have no grocery stores with signage along Rt. 70 in the Hagerstown area. This new shopping center could fill that gap.

There are lots of warehouses in our area; many have yet to be filled. This parcel, and its location could be used more creatively. This shopping center I propose would bring in bring in substantial sales tax revenue to the city.

The addition of this well-located shopping center that could include Costco, Wegman's and perhaps even a Trader Joe's would increase Hagerstown's image for the millions of people that traverse this area on Rt. 70.

Perhaps adding beer and wine sales to these stores, as we see practically everywhere but Maryland, would entice these retailers to come to Hagerstown.

Many of us travel to Frederick or Winchester, VA to spend our money and shop at Costco and Wegman's or Montgomery or Loudon counties for Trader Joe's. Please bring these retailers here and let us shop local.

Sincerely,
Carolyn Mentzer

Mary Revilla

From: rhhenson <rrhenson@myactv.net>
Sent: Tuesday, March 25, 2025 9:36 AM
To: Planning Mailbox
Subject: Doub Farm Zoning Overlay

To Whom It May Concern:

I am the owner of a townhouse on Abbey Lane, which is near the proposed Doub Farm development. I am against the proposal to build a mixed-use development in this area due to the amount of traffic a project of this magnitude would generate. Until the connector road is built Landis Road is unsafe due to the width and curves of the road. Additionally, traffic coming from the off-ramp of I-70 does not slow down, making it unsafe to enter Dual Highway from Landis Road. This area of the Dual Highway is getting more and more congested now that Paul Smith Boulevard has been built. I have seen quite a few accidents near the new stop light. Additionally, the schools in the area are already overcrowded.

As a property owner, I ask that you keep this area from becoming built up too quickly.

Thank you,

Gwen Henson

Mary Revilla

From: archer100@verizon.net
Sent: Tuesday, March 25, 2025 2:59 PM
To: Planning Mailbox
Subject: PUD-V

A "Subdivision Cluster" development of 660 housing units is going to be built just off Mt. Aetna Rd. next to Black Rock Estates. This area does not need a duplicate (and more) development just a couple miles away on Doub Farm. The impact on City utilities, schools, and roadways is going to be tremendous. This area is already congested with traffic. The warehouse off Howell Road isn't even operational yet and it is predicted to add thousands of truck trips per day to this same area.

Our quality of life is already degrading.

Please DO NOT approve this PUD-V!

Thank you.

Ken Archer
20502 Tehrani Lane
Hagerstown, MD. 21742
240-329-7424

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

Topic:

Quit Claim - Washington County Museum of Fine Arts -- *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WCMFA_quit_claim.pdf

Description

Quit Claim - Museum of
Fine Arts



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

April 8, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Quit Claim – Museum of Fine Arts

1. Background

The City received a request from the Washington County Museum of Fine Arts (WCMFA) to quit claim any interest that we would have in 0.148 acres of land that was originally reserved for an extension of Key Street. The purpose of this request is because WCMFA purchased the adjacent former Bock Oil property where they are planning to construct an art education center, and this area would be used for their accessible parking.

2. Mayor & Council Action Requested

Review this request, and determine whether or not to quit claim the property in question to WCMFA. If Council is in agreement, staff will work with the City Attorney to introduce an ordinance to grant the quit claim at its regular session meeting on April 22nd. Staff will be present at the work session to discuss.

3. Discussion

When this section of Hagerstown was originally laid out, the thinking was that Key Street would be extended west to connect with what is now Burhans Blvd. However, the construction of the elevated railroad lines cut off the potential for that extension.

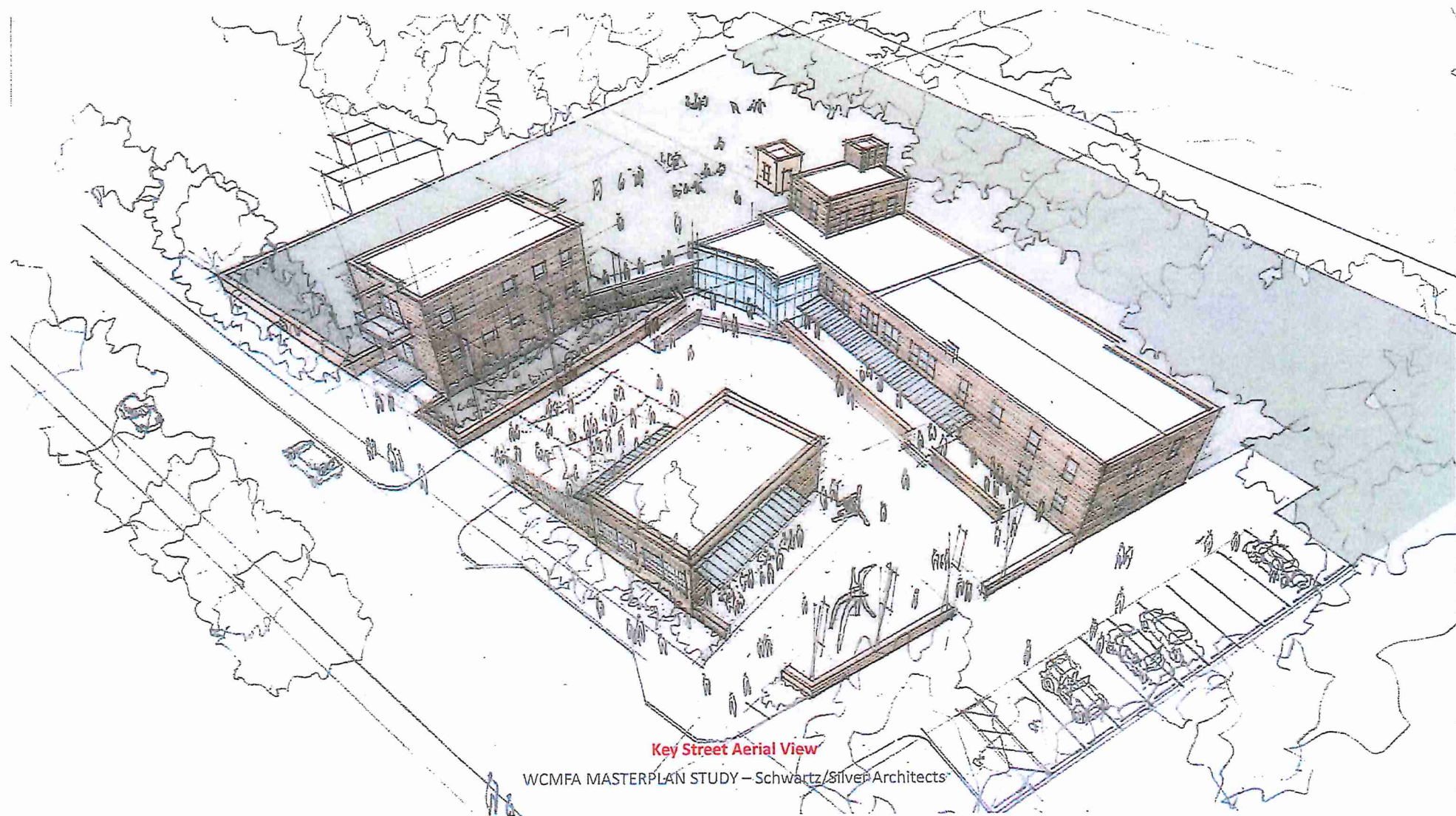
Staff had previously distributed the request to the various City departments for comment. The Police Department, Fire Department, Public Works, and the Water & Wastewater Divisions had no objection to the request. The Hagerstown Light Department has electric utility facilities and will require any necessary easements.

In September 2022 staff presented the quit claim request to the City's Planning Commission; they recommended approval of the quit claim.

attachments: photo
draft ordinance and quit claim deed
rendering of museum expansion

cc: Jeff Swan
Bill Killinger





Key Street Aerial View

WCMFA MASTERPLAN STUDY – Schwartz/Silver Architects

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 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland (hereinafter the "Right-of-Way"); 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 Right-of-Way is no longer needed for a public purpose; and

WHEREAS, the Washington County Museum of Fine Arts, Inc., a Maryland Corporation, owns property located at 111 and 115 Key Street, Hagerstown, Maryland and adjoining the Right-of-Way and has requested that the City execute a quit claim deed vesting it with title to Right-of-Way adjoining its property;

WHEREAS, CSX Transportation, Inc., a Virginia Corporation authorized to conduct business in Maryland, also owns property located adjoining the Right-of-Way and has agreed to the City's Quit Claim of the Alley to the Washington County Museum of Fine Arts, Inc., so long as the Museum retains and maintains a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX rail spur which runs parallel to said Right-of-Way;

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, the Washington County Museum of Fine Arts, Inc., 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 Right-of Way 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 the Right-of-Way in and to the adjoining property owner, the Washington County Museum of Fine Arts, Inc. The description and extent of the property so conveyed is as set forth 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

Donna K. Spickler
City Clerk

William B. McIntire, Mayor

Date of Introduction: April 22, 2025
Date of Passage: May 27, 2025
Effective Date: June 27, 2025

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

NO TITLE EXAM

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 the **WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.**, party of the second part, Grantee.

RECITALS

The **GRANTOR** has an interest in an approximately 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland in the City of Hagerstown, Maryland.

The Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, and pursuant to Section 5-204 of the Local Government Article of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the said 0.148 acre portion of said right-of-way, as hereinafter described and shown, is no longer needed for a public purpose.

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on May 27, 2025 passed an ordinance declaring the hereinafter described property is not needed for a public purpose.

WHEREAS, the Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in the said Right-of-Way to the Grantee herein.

WHEREAS, the purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to the Washington County Museum of Fine Arts, Inc.

WHEREAS, as a condition of the Quit Claim, the Washington County Museum of Fine Arts, Inc. agrees that it shall retain and maintain a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX Transportation, Inc. rail spur which runs parallel to said Right-of-Way.

WHEREAS, each and every paragraph of these Recitals is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof.

WITNESSETH:

NOW, THEREFORE, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to **GRANTEE**, all the right, title, interest, estate, claims, and demands, both at law and in equity of the **GRANTOR** in and to the hereinafter described portion of the Key Street Right-of-Way situate and lying in Election District 03, City of Hagerstown, Washington County, Maryland,

described as "Portion of Key Street R/W as shown on Plat Folio 33 to be Quit Claimed by the City of Hagerstown 0.148 Ac." on the drawing dated February 24, 2025 and prepared by Frederick Seibert & Associates, Inc., entitled "Boundary Line Survey for Washington County Museum of Fine Arts Situate at 111 & 115 Key Street Hagerstown, MD," attached hereto as Exhibit A, and incorporated by reference.

The above-described parcel is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. **The City specifically reserves unto itself a perpetual and permanent easement over all of said quitclaimed property for access to the electric and communication system including all trenches, conduits, cables, poles, guy wires & anchors, and other facilities over, under, and upon said property, for the purpose of constructing, inspecting, maintaining, repairing, altering, replacing, operating and/or removing said utility lines, with the further right to install, maintain, operate and replace its facilities without responsibility for any damages caused thereby to trees, bushes and undergrowth, and other obstructions interfering with the safe and proper operation and maintenance thereof.** This easement is for the benefit of the City and shall be covenant running with said lands and binding upon the Washington County Museum of Fine Arts, Inc., its heirs, successors and assigns.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, they elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is conveyed subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

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 Quit Claim 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.

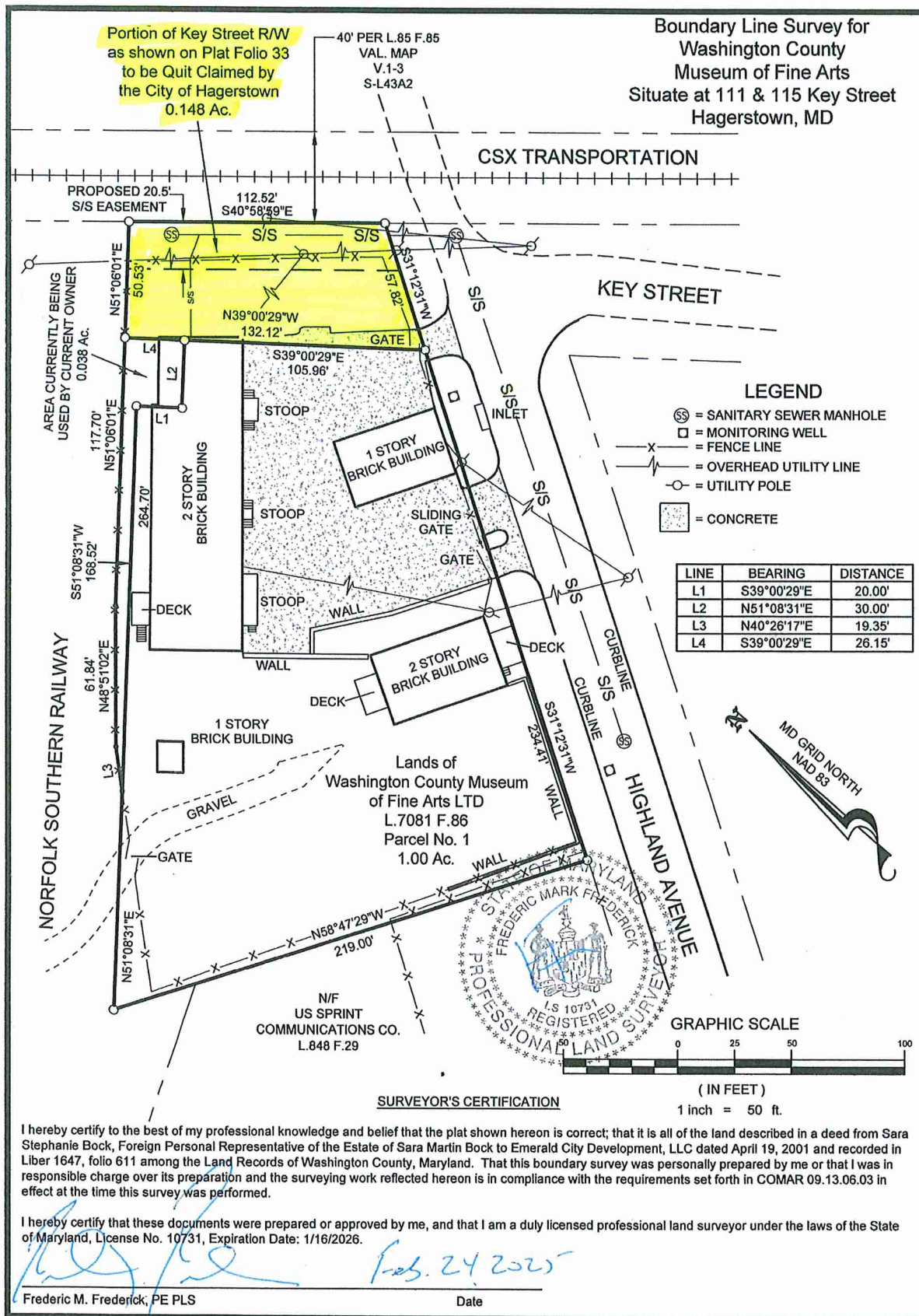
Notary Public

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.

Jason Morton

Mail to: The Washington County Museum of Fine Arts, Inc.
400 Museum Drive
Hagerstown, Maryland 21740
Attn: Sarah J. Hall, Executive Director



| | | | |
|-----------------|-----------|----------|---------------------|
| Tax Map | | 312-1201 | |
| DWN BY | M. Cessna | DATE | 2/18/25 |
| PROJECT MANAGER | M. Cessna | EMAIL | MCessna@FSA-inc.com |
| SCALE | | 1" = 50' | |
| SHEET 1 OF 1 | | | |



FREDERICK, SEIBERT & ASSOCIATES, INC. © 2025 fsa-inc.com

CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

| | | | |
|--|---|--|---|
| 128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650 | 20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007 | 505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111 | 15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7631 |
|--|---|--|---|

PROJECT NO.
2022-0180

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

Topic:

License Agreement: Antietam Paper Building – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

License_Agreement_-_Antietam_Paper_Building.pdf

Description

License Agreement -
Antietam Paper Building



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

April 8, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer

RE: License Agreement – Antietam Paper Building

1. Background

The Antietam Paper Building at 37 W. Antietam Street is owned by Hager5, LLC, and is located along the Hagerstown Cultural Trail. Hager5 has plans to renovate the building, and to eventually construct an addition to the rear of the building. As part of the renovation, Hager5 would like to use part of the City's land for an outdoor dining area and walkway/stairway connections to the Cultural Trail. To accommodate these improvements, a License Agreement between the City and Hager5 has been requested.

2. Mayor & Council Action Requested

Review this request, and determine whether or not to enter into a License Agreement with Hager5, LLC to occupy City land adjacent to the Cultural Trail. If Council is in agreement, staff will work with the City Attorney to prepare the agreement for consideration at its regular session meeting on April 22nd. Staff will be present at the work session to discuss.

3. Discussion

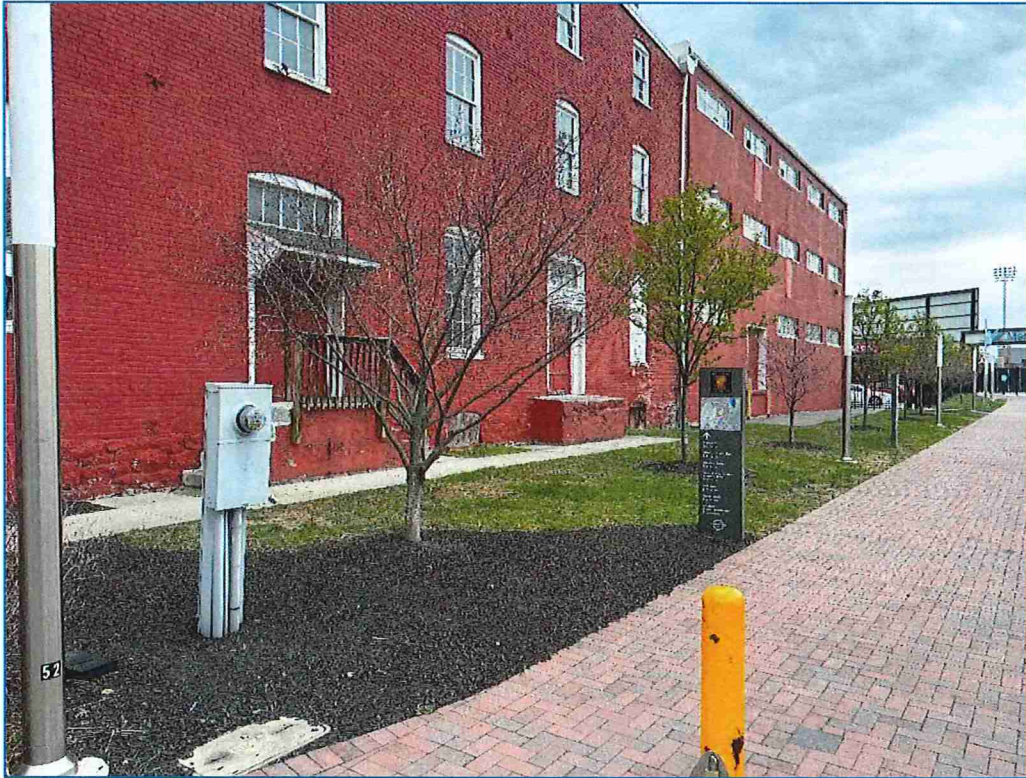
Hager5 plans to approach this project in phases. In Phase 1, the existing building would be renovated and a paved parking lot would be created on the east side of the building. Current plans for the renovated building include creating a space for the Washington County Convention & Visitors Bureau, and developing a new restaurant/sports bar on the ground floor. Hager5 would like to create an outdoor dining area for the restaurant along the Cultural Trail, and provide stairway/walkway connections to the Cultural Trail.

The property boundary for the Antietam Paper building is at the western wall of the building. There is then approximately 22' of City property between the building and the edge of the Cultural Trail. Hager5 would like to occupy a portion of that strip to construct an 11'-wide deck, steps, and an access ramp to connect the building to the Cultural Trail.

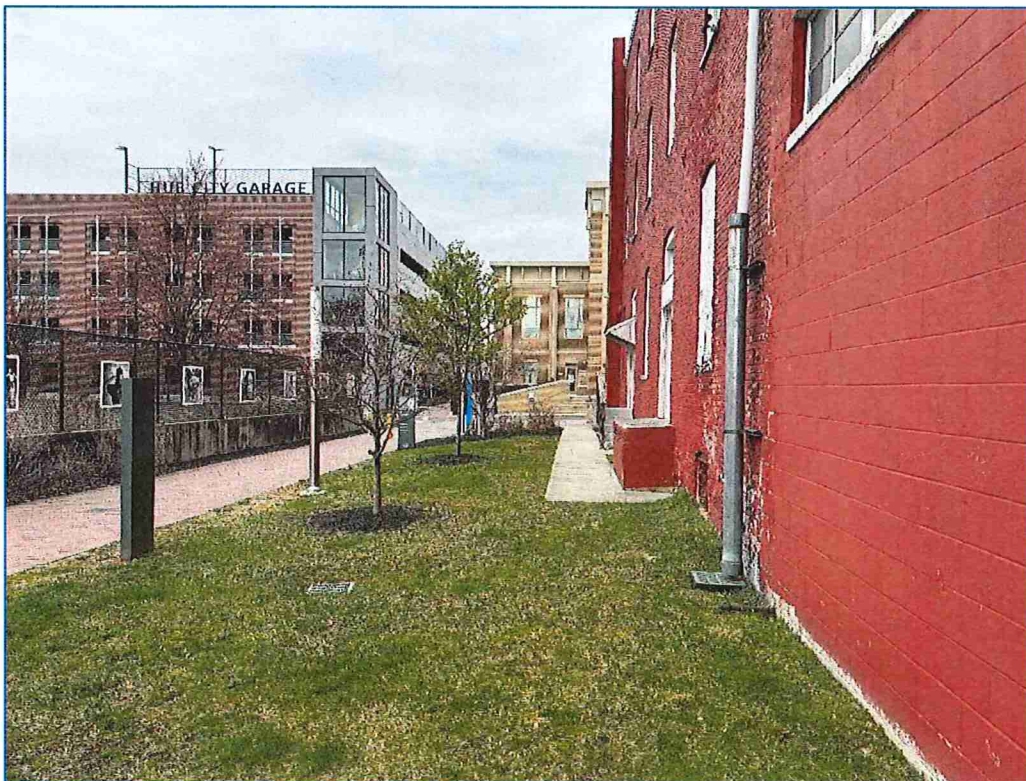
There are existing trees and trail lights in the strip between the trail and the building, and two small interpretive signs, but no artwork. The design of the Hager5 improvements will not impact the lights; one of the interpretive signs may need to be relocated.

attachments: site photos
rendering of proposed improvements
draft license agreement

cc: Jeff Swan
Bill Killinger



Antietam Paper Building looking southeast



Antietam Paper building looking north along Cultural Trail



LICENSE AGREEMENT

This Agreement entered into this ____ day of _____, 2025, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City and **HAGERS5, LLC**, hereinafter called Licensee.

WHEREAS, the City is the owner of certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on the attached Exhibit “B” as “City property” and

WHEREAS, Licensee desires to occupy or utilize a portion of the City’s property for purposes set forth on the attached Exhibit A, and

WHEREAS, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

WITNESSETH, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a license to the Licensee covering the property described in Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the Licensee and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws.
3. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A.
4. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney’s fees and costs of suit arising from any action brought against the City as a result of the Licensee’s use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.
5. The Licensee shall construct a deck, concrete steps, and an access ramp on the west side of the Antietam Paper building on City property in the space between the building and the Hagerstown Cultural Trail. Licensee shall be responsible for repairing any damage to the Cultural Trail, lights, trees, landscaping and/or underground facilities caused by

this construction, and shall also be responsible for the relocation of any existing signs trees and/or landscaping along the Cultural Trail.

6. In the event of termination of this Agreement, the Licensee, upon request, shall remove the deck, concrete steps, and access ramp and shall restore the area to existing conditions as of the execution of this Agreement. Any damage to pavement, curb, etc. on City property shall be replaced by the Licensee. If the Licensee fails to remove these improvements after termination of this Agreement and notification from the City, the City shall have the improvements removed at the Licensee's expense.
7. This license shall terminate upon the earliest of any of the following:
 - (a) Ninety days after notice to the Licensee from the City that it desires to terminate this license;
 - (b) A transfer of ownership of the property described in Exhibit B from the specific Licensee identified herein (this License **shall not** run with the land); or
 - (c) Destruction or removal or discontinued use of the improvements described on the attached

Exhibit A

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY ENGINEER OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William McIntire, Mayor

ATTEST:

HAGER 5, LLC

BY:

Name and title
Licensee

Attachments: Exhibits A, B

EXHIBIT A

LICENSE AGREEMENT FOR HAGER5, LLC

The Licensee shall construct a deck, concrete steps, and an access ramp on the west side of the Antietam Paper building on City property in the space between the building and the Hagerstown Cultural Trail. Design shall be subject to written approval by City Engineering Staff, with such approval not to be unreasonably withheld. Licensee shall be responsible for repairing any damage to the Cultural Trail, lights, or underground facilities caused by this construction, or caused by Licensee's subsequent use of said area.



CULTURAL
TRAIL

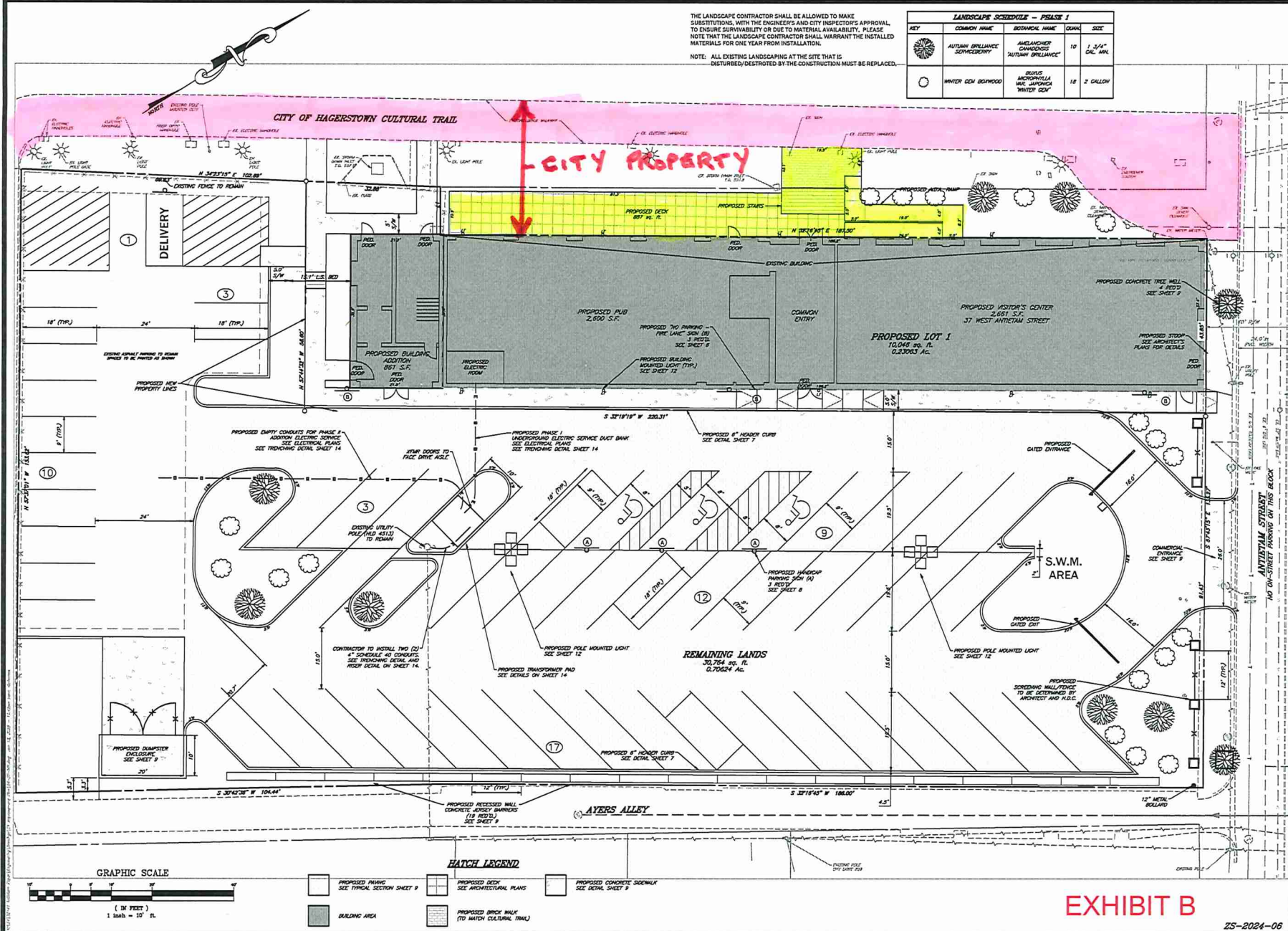


PROPOSED IMPROVEMENTS
UNDER LICENSE AGREEMENT

THE LANDSCAPE CONTRACTOR SHALL BE ALLOWED TO MAKE
SUBSTITUTIONS, WITH THE ENGINEER'S AND CITY INSPECTOR'S APPROVAL,
TO INSURE SURVIVABILITY OR DUE TO MATERIAL AVAILABILITY. PLEASE
NOTE THAT THE LANDSCAPE CONTRACTOR SHALL WARRANT THE INSTALLED
MATERIALS FOR ONE YEAR FROM INSTALLATION.

NOTE: ALL EXISTING LANDSCAPING AT THE SITE THAT IS
DISTURBED/DESTROYED BY THE CONSTRUCTION MUST BE REPLACED.

| LANDSCAPE SCHEDULE - PHASE 1 | | | | |
|------------------------------|-------------------|----------------|----------|------------------|
| KEY | COMMON NAME | BOTANICAL NAME | QUANTITY | SIZE |
| | AUTUMN BRILLIANCE | AMELANCHIER | 10 | 1 3/4" CAL. INK. |
| | WINTER GEM | BURLES | 18 | 2 GALLON |



FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
9811 MT. AETNA ROAD
HAGERSTOWN, MD. 21740
PHONE: (410) 295-0000
FAX: (410) 293-1883
www.foxandassociates.com

| | |
|------|----------|
| DATE | REVISION |
| | |
| | |
| | |

SITE PLAN / LANDSCAPE PLAN
HAGER 5 ANTIETAM PAPER BLDG. REDEVELOPMENT
PHASE 1
SITUATE AT 28 - 37 WEST ANTIETAM STREET
CITY OF HAGERSTOWN
WASHINGTON COUNTY, MARYLAND

SCALE: 1"=10'

PROJECT NO. 24-32141
DRAWING NO. D-3443
DATE: OCTOBER 2024
DRAWN BY: RLB
CHECKED BY: GSP
SHEET 4 OF 14

EXHIBIT B

25-2024-06

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

Topic:

Nondisclosure Agreement: Columbia Gas Crossbore Program – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Nondisclosure_Agreement -
_Columbia_Gas_Crossbore_Program.pdf

Description

Nondisclosure Agreement -
Columbia Gas Crossbore
Program



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

April 8, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Nondisclosure Agreement – Columbia Gas Crossbore program

1. Background:

The City was contacted by representatives of Columbia Gas (“Columbia”). As part of their risk assessment and reduction program, Columbia is continuing a project to identify and eliminate situations where their gas mains have penetrated municipal storm drainage and sanitary sewer pipes. Columbia has asked permission to use remote video cameras to inspect the City’s storm and sanitary systems to locate any such “crossbores”. As part of this request, Columbia has requested that the City enter into a “License, Release and Nondisclosure Agreement”. The purpose of this memo is to present this request, and to explain the scope of the proposed investigation.

2. Mayor and Council Action Requested:

Review this request, and determine whether or not to enter into the proposed agreement. If the Council agrees to approve, staff will work with the City Attorney to prepare the necessary documents for consideration at the April 22nd Regular Session meeting. Staff will be present to discuss this request at the work session meeting.

3. Discussion:

Columbia is conducting these crossbore investigations in municipalities throughout their service area to prevent potential explosions and fires. If a gas main has accidentally punched through a storm drainage or sanitary sewer pipe without anyone’s knowledge, there is the potential that the gas main could be damaged during routine cleaning or maintenance of those lines; a damaged gas main could leak natural gas through those storm and sanitary systems, and could cause an explosion if the gas reached a source of ignition.

Columbia plans to use a specialty contractor to perform the investigations. This contractor will use remote-controlled video cameras to run through the storm and sanitary system piping network in areas where Columbia has gas mains, looking for evidence of crossbores. If a crossbore is detected, Columbia will excavate at that location to expose the pipes, re-route their gas main to avoid the storm or sanitary structure, repair any damage to those facilities caused by the crossbore, and will restore the street or sidewalk in accordance with City standards.

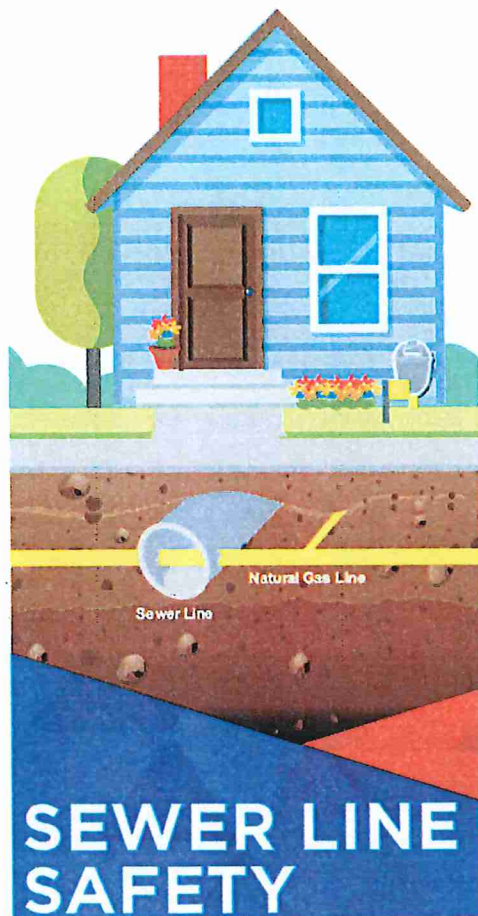
As part of the agreement, Columbia has agreed to make available to the City all of the video footage collected during the investigation. This will be a benefit to the City, as there has never been a thorough inspection of the City's storm drainage network; the video may identify previously unknown defects in the storm or sanitary systems, allowing the City to prioritize their repair. The Nondisclosure Agreement will give the City the license to use the video footage for municipal purposes, but will prevent the City from sharing this data with third parties without Columbia's consent.

The Council had previously approved this program in 2021, and again in 2023. If the Council approves the current agreement, Columbia plans to begin this work within the next month; given Columbia's current budget, they will only be able to complete about one month's worth of work this spring. Staff recommends approval of the agreement, as it may eliminate dangerous existing conditions, and will produce valuable data that the City can use to better maintain its infrastructure.

Attachments: License, Release and Nondisclosure Agreement
Crossbore program flyer

c: Nancy Hausrath
Eric Deike
Austin Allman
Bill Killinger
Zach Rawe

Columbia Gas' contractor, Utility Services Group, is in Hagerstown City televising sanitary and storm lines, looking for natural gas cross bores. A natural gas cross bore is an inadvertent intersection of a gas line and either a sanitary or storm line. The inspection is a part of a statewide safety program. Most of the time, customers do not need to be involved. If a gas cross bore is found, there is no cost to the customer for remediation. For more information on cross bores, visit columbiagasmd.com/safety/natural-gas-safety/sewer-line-safety or email cpacrossbore@nisource.com. If you believe you have a cross bore, call 1-888-460-4332.



LICENSE, RELEASE AND NONDISCLOSURE AGREEMENT

THIS LICENSE, RELEASE and NONDISCLOSURE AGREEMENT (this "Agreement"), is entered into and dated as of _____, 2025 (the "Effective Date"), by and among Columbia Gas of Maryland, Inc. ("Columbia Gas"), the City of Hagerstown and Utility Services Group, Inc. ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, Columbia Gas and Contractor have requested permission from the City of Hagerstown to enter into and upon the City of Hagerstown sewer system for the purpose of televising and videoing the City of Hagerstown sewer system (the "Work"); and

WHEREAS, the City of Hagerstown agrees to grant Columbia Gas and Contractor permission to enter into and upon the City of Hagerstown property and the sewer system for said purpose, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties, intending to be legally bound, agree as follows:

1. The City of Hagerstown hereby grants Columbia Gas and Contractor a temporary limited license to enter into and upon the City of Hagerstown property and the sewer system for the purpose of completing the Work. This temporary limited license shall expire upon completion of the Work or one year after the date of this Agreement, whichever is earlier.
2. Columbia Gas agrees to provide the City of Hagerstown with a copy of the product from televising and videoing the sewer lines. Such product includes the resulting video and all of the visual and audio information contained in the video (collectively, the "Video").
3. Columbia Gas and Contractor make no representations or warranties, express or implied, as to the preparation of the Video nor as to its contents. Without limiting the foregoing, Columbia Gas and Contractor make no representations or warranties, express or implied: (a) as to the merchantability of the Video; (b) that the Video is free from defects or that it was prepared in conformance with any particular standards or industry practices; (c) that the Video is supplied in compliance with any applicable federal, state and local law; or (d) that the Video is fit for any particular purpose. Columbia Gas and Contractor make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Video; the Video is provided "As Is". Columbia Gas and Contractor shall have no liability or responsibility to the City of Hagerstown or to any other person or

entity resulting from any use of, or reliance on, the Video. The City of Hagerstown hereby releases and shall defend, indemnify and hold harmless Columbia Gas and Contractor and their affiliates from any claims for loss, damage and liability, for all third party losses and injuries, including death to persons or damage to property, directly or indirectly arising or growing out of the use of the Video by the City of Hagerstown, its representatives or any other person or entity which obtained access to the Video through the City of Hagerstown or its representatives.

4. The City of Hagerstown shall not assign or transfer any rights, claims, interests or obligations arising in or under this Agreement or the Video without the prior written consent of Columbia Gas. Such consent may be withheld at Columbia Gas' sole discretion.

5. By making the Video available to the City of Hagerstown, Columbia Gas is not granting an unlimited license or ownership right to the Video. The Video is and shall remain the sole property of Columbia Gas; provided, however, that the City of Hagerstown shall have a limited license to use the Video for its internal municipal purposes at its own risk in connection with the maintenance and improvement of the City of Hagerstown's sewer lines.

6. As used herein, the term "Confidential Information" means the Video, and all notes, analyses, models or other data prepared by or for the City of Hagerstown which is derived from or contains information provided by Columbia Gas, its Contractor or their representatives to the City of Hagerstown (whether furnished in written, oral, electronic or any other format) (the "Confidential Information"). Subject to any applicable law, regulation, subpoena, order of a court or agency of competent jurisdiction, or discovery request, the City of Hagerstown will keep all Confidential Information strictly confidential and will not, without the prior written consent of Columbia Gas, disclose any Confidential Information in any manner whatsoever, directly or indirectly; provided, however, that the City of Hagerstown may reveal Confidential Information to those of its representatives who have a clear need to know the Confidential Information, including without limitation the City of Hagerstown's engineers, consultants and contractors, and who are informed of the confidential nature of the Confidential Information and agree to maintain the confidentiality of the Confidential Information as required by this Agreement. The City of Hagerstown shall be responsible for any disclosure in violation of this Agreement committed by any of its representatives.

7. In the event that the City of Hagerstown or its representatives are required by applicable law, regulation, subpoena, or an order of a court or agency of competent jurisdiction, or sought by a

discovery request, to disclose or produce any of the Confidential Information, the City of Hagerstown, before disclosing or producing such Confidential Information, shall: (a) promptly notify Columbia Gas of any such request or requirement for disclosure of Confidential Information so that Columbia Gas may consider opposing the disclosure or production, seeking a protective order or other appropriate remedy or, in its sole discretion, waiving compliance with the terms of this Agreement; and (b) mark or designate and seek confidential or proprietary treatment of such information subject to a proprietary agreement or order in such proceeding if the City of Hagerstown is a party to the proceeding in which the request for disclosure arose. The City of Hagerstown, if not a party to the proceeding in which the request for disclosure arose, will cooperate fully with Columbia Gas to obtain such a protective order, at the sole cost and expense of Columbia Gas. In any event, the City of Hagerstown will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed. If the City of Hagerstown is notified of any request for the Confidential Information pursuant to the Maryland Public Information Act, it shall promptly notify Columbia Gas. In response to any such request, the City of Hagerstown and Columbia Gas shall cooperate to limit the disclosure of Confidential Information, as permitted by law.

The City of Hagerstown acknowledges that remedies at law may be inadequate to protect Columbia Gas against any actual or threatened breach of this Agreement by the City of Hagerstown or its representatives and, without limiting any other rights and remedies otherwise available to Columbia Gas, the City of Hagerstown agrees that Columbia Gas is entitled to seek injunctive relief or other appropriate equitable remedy, without posting of bond or proof of actual damages for any actual or threatened breach of this Agreement.

8. Columbia Gas and Contractor shall not be responsible for consequential, incidental, indirect, punitive or special damages arising out of or relating to the Work, Video or this Agreement.

9. If any provision of this Agreement or the application thereof to any Party or circumstances shall be held invalid or unenforceable, the remainder of such provision and its application to Parties or circumstances other than those to which it is held invalid or unenforceable shall remain valid and enforceable to the fullest extent permitted by law. Each Party agrees that no failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof. No waiver shall be effective against any Party unless such waiver is in writing and signed by such Party. This Agreement shall be governed by and construed in accordance with the laws of the State

of Maryland, without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or proceeding with respect to this Agreement or in any way related to this Agreement shall be brought in the state or federal courts sitting in Maryland. This Agreement contains the entire agreement between the Parties concerning the Work and Video, and no modification of this Agreement will be binding unless approved in writing by each Party. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

City of Hagerstown

Columbia Gas of Maryland, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

Utility Services Group, Inc.

By: _____
Name:
Title:

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

Topic:

Presentation of Community Development Block Grant (CDBG) Citizen Advisory Committee Recommendations for FY2026 Public Service Grants -- *Margi Joe, Community Development Manager and Rachel Paul, Planning and Outreach Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

040825_WS_CDBG_-PS_-Grant_Recommendations.pdf

Description

Presentation of CDBG
Citizen Advisory Committee
Recommendations for
FY2026 Public Service
Grants



To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Rachel Paul, Planning and Outreach Coordinator

Date: April 4, 2025

RE: **Presentation of CDBG Citizen Advisory Committee Recommendations for FY2026 Public Service Grants**

Staff will attend the April 8, 2025 Work Session to review the CDBG Citizen Advisory Committee recommendations for the FY2026 Public Service Grants.

FY26 CDBG Public Service Agency Contributions

To foster transparency and strengthen Community Development programming, the CDBG Citizen Advisory Committee assists staff with review of all requests for CDBG Public Service funding. This committee is appointed by the Mayor and City Council and serves a two-year term; current members were appointed in February 2024 and will serve through February 2026.

City-wide Public Service agencies submit applications requesting CDBG funding and after assessment by the advisory committee and City staff, application rankings are presented to the Mayor & City Council for review.

The CDBG Citizen Advisory Committee has met and provided insight on all CDBG Public Service funding requests for FY26. A spreadsheet containing the committee's rankings of the public service applications is attached, and the recommended Public Service agency funding scenario is indicated.

Per CDBG regulations, Public Service funding is limited by a regulatory cap that is 15% of the combined FY26 Entitlement amount plus the FY25 projected Program Income amount: $15\% \times (\$800,000 + 68,075) = \$130,211$. This number is estimated and fluid as FY26 CDBG formula allocations have not yet been announced, and FY25 Program Income is not fully realized until the end of the fiscal year. The cap amount is also subject to Finance recommendation during budget build.

Due to the uncertainty of the national funding landscape and the possibility of reduced CDBG allocations, the committee has provided a Plan A, B, and C in the event that grant funding from HUD is reduced. These scenarios were developed based on the potential funding options outlined below:

- Plan A—based on \$800,000 entitlement--\$130,000 max cap
- Plan B—based on \$600,000 entitlement--\$100,000 max cap
- Plan C—based on \$400,000 entitlement--\$70,000 max cap

Because of high response to the call for applications and the number of recipients recommended by the Advisory Committee, some awardees have been allocated funding that may be less than requested. This was an effort to proportionally allocate the available resources to all selected applicants. The Advisory Committee chose not to recommend funding for six applicants—two did not meet the minimum scoring threshold, while four were not selected for scoring following a review of their applications.

Attachments: Public Service Grant Application Scoring Summary & Recommended Public Service Allocations

- c. Jill Thompson, Director DCED
Michelle Hepburn, Chief Financial Officer
Amanda Gregg, Finance Specialist

Proposed Funding Scenarios--FY26 CDBG Public Service Grants

| Applicant | Program Name | Overall Average | Request Amt | Award - Funding A | Award - Funding B | Award - Funding C |
|--|---|-----------------|------------------|-------------------|-------------------|-------------------|
| HARC | Micah's Backpack | 46.8 | \$20,000 | \$ 15,000 | \$ 15,000 | \$ 11,500 |
| Girls' Inc. | Kids' Café | 46.7 | \$12,500 | \$ 12,000 | \$ 12,000 | \$ 9,500 |
| Horizon Goodwill | Breakfast Outreach & Homeless Resource Center | 46.5 | \$25,000 | \$ 10,000 | \$ 10,000 | \$ 7,500 |
| Literacy Council | Tutors Needed | 45.8 | \$6,000 | \$ 6,000 | \$ 6,000 | \$ 6,000 |
| REACH | Bridge to Change | 44 | \$27,200 | \$ 20,000 | \$ 20,000 | \$ 15,500 |
| America's Hauling for Hope | Helping Hands Senior Outreach | 43.3 | \$30,000 | \$ 12,000 | \$ 12,000 | \$ 9,000 |
| TruNorth Company | Hagerstown Area Recovery Transportation | 42.5 | \$35,000 | \$ 20,000 | \$ 15,000 | \$ 11,000 |
| United Way of Washington County | Ride United Network - Transportation Solution | 42.5 | \$74,400 | \$ 15,000 | \$ - | \$ - |
| Community Free Clinic | Healthy Equity | 40.5 | \$50,000 | \$ 10,000 | \$ 10,000 | \$ - |
| Cibus Mission | Youth Urban Farm & Fix-It-Keep-It Bike Repair Program | 36.7 | \$24,520 | \$ 10,000 | \$ - | \$ - |
| W. MD Consortium | Better Foundations for Better Communities Initiative | 34.1 | \$25,000 | \$ - | \$ - | \$ - |
| Senior Living Alternatives/Holly Place | Vital Meal Program for Holly Place Residents | 23 | \$43,500 | \$ - | \$ - | \$ - |
| Proposed Funding Total: | | | \$373,120 | \$130,000 | \$100,000 | \$ 70,000 |
| Cap Amount: | | | \$ | 130,000 | \$ 100,000 | \$ 70,000 |
| Not Selected for Scoring After Review: | | | | | | |
| You Hold the Key | | | \$42,000 | | | |
| San Mar Childrens' Home/Bester Community of Hope | | | \$12,000 | | | |
| Eliza's House | | | \$140,000 | | | |
| Ladders to Leaders | | | \$18,000 | | | |
| Incomplete/Ineligible Applications: | | | | | | |
| Thomas Kennedy Center | | | \$25,000 | | | |
| Doleman Black Heritage Museum | | | \$25,000 | | | |
| Upwards Care, Inc. | | | \$144,000 | | | |