

Mayor and Council Executive Session, Work Session and Special Session (13th Voting Session) June 10, 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

National Frosted Cookie Day ~ 'Make the world a better place, one frosted cookie at a time'

EXECUTIVE SESSION

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

4:00 PM SPECIAL SESSION

- 4:00 PM** 1. Approval of a Resolution: Authorizing the City of Hagerstown to become a Participating Jurisdiction (PJ) for the HOME Investment Partnerships Program

4:00 PM WORK SESSION

- 4:05 PM** 1. **Guests:** If I Were Mayor Essays from Paramount Elementary School Students
- 4:20 PM** 2. Preliminary Agenda Review
- 4:30 PM** 3. Community Parks & Playground Grant Request FY2027 Wheaton Park Playground Equipment
- 4:45 PM** 4. Washington County Museum of Fine Arts Lease Agreement
- 4:50 PM** 5. Safe Streets for All Implementation of Grant Application - *Jim Bender, City Engineer*
- 4:55 PM** 6. Summit Avenue Railroad Crossing - *Jim Bender, City Engineer*
- 5:05 PM** 7. Memorandum of Understanding: Special Appropriation Grant for Water/Wastewater Master Plan Study - *Nancy Hausrath, Director of Utilities*
- 5:20 PM** 8. Invest Hagerstown Program Funding Levels for FY26 - *Chris Siemerling, Economic Development Specialist*
- 5:35 PM** 9. Subrecipient Grant Agreement for Main Street Startup Grant Program - *Chris Siemerling, Economic Development Specialist*
- 5:50 PM** 10. Review of Lease Holdover Extension: Department of Labor, Licensing and Regulation - 14 N. Potomac Street -- *Doug Reaser, Economic Development Manager*
- 6:00 PM** 11. Follow-up on Amendment: Annexation Agreement Doub Farm - *Stephen R. Bockmiller, Deputy Director for Planning and Zoning Administration*

- 6:15 PM** 12. Follow-up on PUD-R Overlay Proposal: Doub Farm Zoning Amendment - *Stephen R. Bockmiller; Deputy Director for Planning and Zoning Administration*
- 6:30 PM** 13. FY26 Community Legacy and Strategic Demolition Fund Applications – *Stephen Bockmiller; Deputy Director for Planning and Zoning Administration*
- 6:45 PM** 14. After-School Program Funding Reallocation – *Chief Paul 'Joey' Kifer and Ashley Roush, Community Liaison 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

May_13__2025_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
MAY 13, 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 consult with counsel to obtain legal advice; (#7)

** Consult with Attorney*

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

** Board Membership – Ethics Commission*

***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: May 13, 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:

Approval of a Resolution: Authorizing the City of Hagerstown to become a Participating Jurisdiction (PJ) for the HOME Investment Partnerships Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061025_SS_Packet_HOME_Qualification.pdf

Description

RESOLUTION: Approval for the City of Hagerstown to Become a (PJ) for the (HOME)Program

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 10, 2025

TOPIC: **RESOLUTION: Approval for the City of Hagerstown to Become a Participating Jurisdiction (PJ) for the Home Investment Partnerships Program (HOME)**

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

MOTION: I hereby move for adoption of a Resolution authorizing the City of Hagerstown to become a Participating Jurisdiction (PJ) for the Home Investment Partnerships Program funded by the U.S. Department of Housing and Urban Development (HUD), authorizing the Mayor to file an application for financial assistance with HUD in the amount of \$361,181.17, and to take such other and further actions as may be required to become a PJ, and further authorizing the Mayor and City Council to appropriate \$138,818.83 as the City's one-time match toward the \$500,000 participation threshold—funded by \$73,818.83 from General Fund contingency and \$65,000.00 from the Invest Hagerstown program. The Mayor is further authorized to execute all other documents relating to the City's HOME Program for the Program Year 2025 (City FY2026).

DATE OF INTRODUCTION: 06/10/2025
DATE OF PASSAGE: 06/10/2025
EFFECTIVE DATE: 06/10/2025

**RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF HAGERSTOWN**

**APPROVAL OF THE INTENT TO BECOME A
PARTICIPATING JURISDICTION (PJ) UNDER THE
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
AS ADMINISTERED BY THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT (HUD)**

- WHEREAS,** the HOME Investment Partnerships Program (HOME Program), authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, is a federal block grant program administered by the U.S. Department of Housing and Urban Development (HUD) that provides funding to states and local governments to expand the supply of decent, safe, sanitary, and affordable housing for low-income households; and
- WHEREAS,** in order to qualify as a Participating Jurisdiction (PJ), a local government must receive a minimum annual allocation as determined by HUD or must provide additional local funding to meet the required threshold; and
- WHEREAS,** the City of Hagerstown has received an allocation of \$361,181.17 from HUD under the HOME Program for the upcoming fiscal year; and
- WHEREAS,** the minimum threshold for qualification as a PJ for the HOME Program is \$500,000; and
- WHEREAS,** the City must provide the difference of \$138,818.83 in local funding to meet this threshold and qualify as a PJ in order to receive and administer HOME Program funds directly; and
- WHEREAS,** the City of Hagerstown is committed to improving housing conditions for low-income residents and recognizes the importance of leveraging federal and local resources to meet its affordable housing goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAGERSTOWN:

- 1. The City of Hagerstown hereby declares its intent to become a Participating Jurisdiction (PJ) under the HOME Investment Partnerships Program, as administered by the U.S. Department of Housing and Urban Development (HUD);**
- 2. The City of Hagerstown commits to providing \$138,818.83 in local funding to meet the required PJ qualification threshold of \$500,000 for participation in the HOME Program, funded by \$73,818.83 from General Fund contingency and \$65,000.00 from the Invest Hagerstown program;**
- 3. The Mayor and City Administrator, or their designee, are hereby authorized to take any and all actions necessary to submit the required documentation to HUD to establish the City as a PJ, including the execution of any related correspondence, certifications, agreements, or budget allocations; and**
- 4. This Resolution shall take effect immediately upon its passage and approval.**

CITY OF HAGERSTOWN, MARYLAND

William B. McIntire
Mayor (SEAL)

ATTEST:

City Clerk

Approved this _____ Day of June, 2025



TO: Scott Nicewarner, City Administrator

FROM: Margi Joe, Community Development Manager
Amanda Gregg, Chief Housing & Community Development Officer

DATE: May 30, 2025

RE: HUD HOME Program – City of Hagerstown Qualification as a Participating Jurisdiction

Staff will attend the June 3, 2025 Work Session to seek direction for the City of Hagerstown to pursue qualification as a Participating Jurisdiction (PJ) for the HUD Home Investment Partnerships (HOME) Program.

Overview

The Home Investment Partnerships (HOME) Program was created by the National Affordable Housing Act of 1990. It provides funding to state and local governments to create affordable housing for lower-income households. Funding may be used for:

- New construction of affordable housing
- Rehabilitation of existing housing
- Homebuyer assistance
- Tenant-based rental assistance (TBRA)
- Site acquisition and improvements

Hagerstown has been identified as potential HOME PJ and must notify HUD in writing within 30 days of our intention to move forward with the qualification process. At the time of initial qualification, jurisdictions receiving greater than \$335,000 but less than \$500,000 are required to make up the difference between the formula allocation and \$500,000.

On May 14, 2025 Hagerstown was advised that a HOME allocation of **\$361,181.17** has been made available. To participate in this program, the City must provide a one-time match of **\$138,818.83** to meet the participation threshold. After this initial match is made and the City qualifies, future participation will require an annual match equal to 25% of the HOME funds allocated in that year.

Staff seeks direction if the City wishes to pursue this funding opportunity. A local funding source for the match of \$138,818.83 to meet the qualification threshold established by HUD is unidentified at this time.

A vote for approval of this measure will be presented at a Special Session on June 10, 2025, The outcome of this vote will then be formally relayed to HUD by the deadline date of June 13, 2025.

Attachments: Draft Motion and Resolution
HUD CPD Allocation Notification Letter

c: Michelle Hepburn, Chief Financial Officer

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

Topic:

Guests: If I Were Mayor Essays from Paramount Elementary School Students

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

June_17__2025_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
REGULAR SESSION
(14TH VOTING SESSION)
JUNE 17, 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.”

PRELIMINARY AGENDA

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

7:00 p.m. REGULAR SESSION – Council Chamber, 2nd floor, City Hall

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective December 17, 2024*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, July 1, 2025 – No Meeting Scheduled
 - 2. Tuesday, July 8, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, July 15, 2025 – Work Session at 4:00 p.m.
 - 4. Tuesday, July 22, 2025 – Regular Session at 7:00 p.m.
 - 5. Tuesday, July 29, 2025 – No Meeting Scheduled

V. APPOINTMENTS

Hagerstown Youth Council Partner Group Members

**** Please note all times are approximate and subject to change. Meetings are televised and recorded. ****

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740 • 301.766.4183 • TDD 301.797.6617

VI. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, June 17, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. MINUTES

April 1, 2025, April 8, 2025, April 15, 2025, and April 22, 2025
May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025 and May 27, 2025

VIII. CONSENT AGENDA

- A. Communications:
 - 1. Social Media Archiving Contract
- B. Engineering:
 - 1. Miscellaneous Architectural Services contract
 - 2. AutoCAD Subscription Renewal
 - 3. Alley Reconstruction
- C. Fire
 - 1. Reline Masonry Burn Building
- D. Human Resources:
 - 1. Health Insurance
 - 2. Dental Insurance
 - 3. Stop Loss Insurance
 - 4. Life Insurance
 - 5. Worker's Comp Surety Bond Renewal
 - 6. Worker's Comp – Excess Liability
 - 7. Worker's Comp - Third Party Administration
- E. Information Technology:
 - 1. vTech Solution, Inc. – Renewal of Office 365 license
- F. Inspections:
 - 1. Weeds, Trash and Debris Contract
- G. Utilities:
 - 1. Light: Repairs to Unit 124
 - 2. Water: Improvements to the Intake Structure – Hazen & Sawyer

IX. UNFINISHED BUSINESS

No Unfinished Business

X. NEW BUSINESS

- A. Amend Doub Property Annexation Agreement
- B. Introduction of an Ordinance: PUD-R Amendment for Doub Property
- C. Introduction of an Ordinance: Prohibiting Outdoor Lodging
- D. Approval of a Resolution: Security Bond with Midwest Employer's Casualty
- E. Approval of a Resolution: Washington County Museum of Fine Arts Lease Agreement
- F. Approval of a Resolution: Memorandum of Understanding for School Resource Officer
- G. Approval of a Resolution: FY26 Community Legacy Fund Application
- H. Approval of a Resolution: FY26 Strategic Demolition Fund Application
- I. Approval of Resolution: Subrecipient Grant Agreement for Main Street Start Up Grant Program
- J. Approval of Memorandum of Understanding Special Appropriation – State of Maryland
- K. Approval of Non-Union Pay Scale
- L. Approval of HPD Non-Union Pay Scale
- M. Approval of FY 26 On-Call Electrical Maintenance Services
- N. Approval of Boiler Services and Maintenance
- O. Approval of HVAC Services and Maintenance
- P. Approval of Elevator Maintenance Services
- Q. Approval of Contractual Services to Assist with Emergency Storm Restoration
- R. Approval of Invest Hagerstown Program Funding Levels for FY26
- S. Approval of Lease Holdover Extension: Department of Labor Licensing & Regulation 14 N. Potomac St.
- T. Approval of Safe Streets Grant Application
- U. Approval of Community Parks & Playground Grant Request FY27 Wheaton Park Playground Equipment
- V. Union Contract IBEW

XI. GENERAL CITIZEN COMMENTS

General Citizen Comments are welcome and shall be limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, June 17, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

XII. CITY ADMINISTRATOR COMMENTS

XIII. MAYOR & COUNCIL COMMENTS

XIV. ADJOURN

Some items that have been discussed and reviewed previously, or are of a routine nature, may not have additional information attached to this agenda.

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

Topic:

Community Parks & Playground Grant Request FY2027 Wheaton Park Playground Equipment

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CP_P_Funding_Request_Council_Packet.pdf

Description

Community Parks &
Playground Grant Request
FY2027 Wheaton Park
Playground Equipment



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer

FROM: Eric B. Deike, Director of Public Works

DATE: June 3, 2025

SUBJECT: Community Parks & Playgrounds Grant Request FY2027
Wheaton Park Playground Equipment

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking direction and approval from the Mayor and Council on recommendations for the State of Maryland's Community Parks & Playgrounds (CP&P) grant funds for FY2027. We will be seeking \$170,000 for new playground equipment to be installed at Wheaton Park.

DISCUSSION

CP&P is a grant through the Maryland Department of Natural Resources (DNR). Per their guidelines: "Grants may be for up to 100% of the project cost and are selected on a competitive basis. Projects must be publicly accessible."

Several years ago, the City set out to renovate Wheaton Park with a series of upgrades and updates to the park. Many ideas were presented and the most favorable, as decided by the neighborhood residents, were divided between Phase I and Phase II. Phase I included the demolition of the former Caretaker's House, construction of a misting pad, upgraded parking, and the installation of a new playground set.

Phase II is the construction of an entertainment stage located in the southwest quadrant of the park. The project has been advertised for bids and construction should begin later this year.

Beyond Phase I and Phase II, there were many amenities on the neighborhood's "wish list." All of this was placed on a master plan from landscape architects, Mahan Rykiel Associates, Inc. One of these items included new playground equipment. See item C on the attached plan under the heading of Proposed.

Staff intends to pursue CP&P funding for the replacement of the existing playground equipment that is approximately 15 years old. An entire new playground set was installed at Fairgrounds Park in 2025 for \$136,540 (furnished and installed).

The CP&P application is submitted directly to DNR. The City would be in competition with every other county and municipality applying for funds in the state of Maryland. A recent meeting

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

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

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext. 479



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

was held online with staff from DNR and Washington County. DNR receives far more requests than there are funds to cover. DNR staff made it clear to submit 1 project for 1 park for the City to have any chance of being successful in obtaining funds. Given Wheaton Park has a formal plan and vision, it seems reasonable to pursue funding to continue the upgrades at this facility.

The applications are due in August of 2025, but the funding will be FY2027.

FINANCIAL IMPACT

The CP&P request will be for 100% of the project. There will be costs to the City including removal of the old equipment, site preparation, and other incidentals. The City's cost will be incidental to the project and will come from the operating budget for labor and material.

RECOMMENDATION

Staff highly recommends pursuing this grant. The program is not currently advertised, but it will be soon. Applications will be due sometime in mid-August according to the staff at DNR.

Att: Wheaton Park Master Landscape Plan
C: Parks Staff
Finance Staff

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

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

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: **APPROVAL OF AN APPLICATION TO THE STATE OF MARYLAND'S DEPARTMENT OF NATURAL RESOURCES COMMUNITY PARKS AND PLAYGROUNDS (CPP) GRANT FUNDING PROGRAM FOR FY2027**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

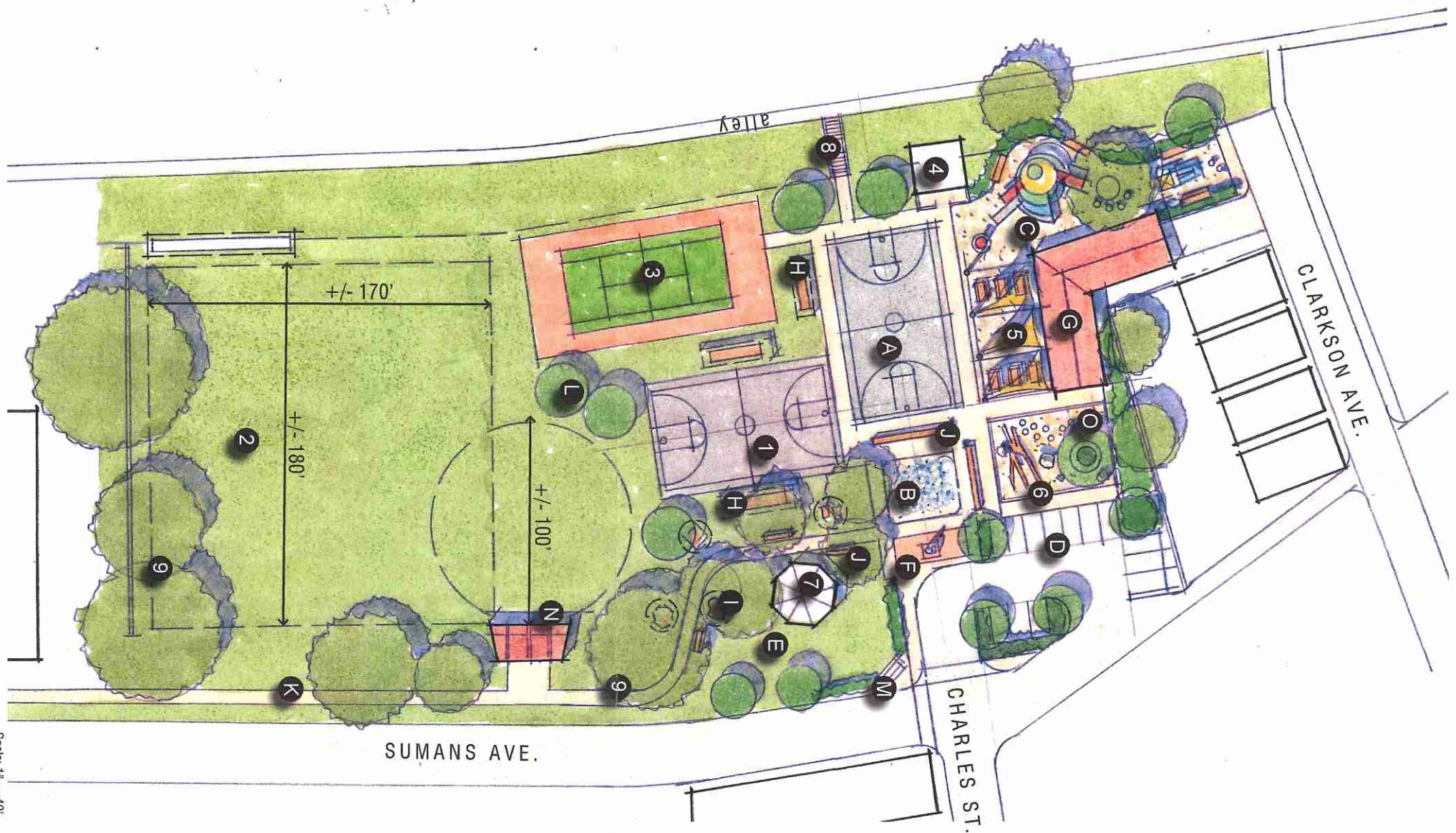
MOTION: I hereby move for Mayor and Council to approve an application to the State of Maryland's Department of Natural Resources Community Parks And Playgrounds (CPP) grant funding program. The funding would be for FY2027. The proposed project is to provide new playground equipment for Wheaton Park in the amount of \$170,000.

This is a competitive program through the State of Maryland with no assurances the City would be awarded the funds.

Date of Introduction: June 17, 2025

Date of Passage: June 17, 2025

Effective Date: June 17, 2025



Overview

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

Existing

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

Proposed

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

WHEATON
PARK

Hagerstown, Maryland

IMPROVEMENTS MASTER PLAN

PARK IMPROVEMENT OPPORTUNITIES | MAHAN RYKIEL

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

Topic:

Washington County Museum of Fine Arts Lease Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WCMFA_Lease_Agreement_Council_Packet.pdf

Description

Washington County
Museum of Fine Arts Lease
Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
Michelle Hepburn, Acting City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: June 4, 2025

RE: Washington County Museum of Fine Arts
Lease Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff is asking the Mayor and Council to enter into a lease agreement with the Washington County Museum of Fine Arts (WCMFA). The lease is for very limited period of time for a space in the Elizabeth Hager Center.

DISCUSSION

The WCMFA holds a fundraiser in November of each year. They need a space to sort and manage the donated items that will be auctioned. Their previous space is no longer available unfortunately. The WCMFA approached the City looking for space of 500 to 1,500 square feet to work on the donated items.

The Elizabeth Hager Center, located at 14 N. Potomac St., has a vacant retail space of approximately 1,400 square feet that includes restrooms. The staff of the WCMFA were shown the space and they felt the room would be acceptable.

There are no plans for a long-term tenant in the space. The WCMFA would occupy the space from August 1, 2025, through mid-November.

FINANCIAL IMPACT

The proposed rent is Zero Dollars (\$0.00). The City would pay for utilities and pest control, estimated to be a minimal cost. WCMFA would pay for parking, trash removal, and internet.

RECOMMENDATION

Staff recommends entering into a lease agreement with the WCMFA as detailed in the attached.

Att: Lease Agreement, Property Exhibit, Resolution, Motion

C: Finance Department

Jill Thompson, Department of Planning & Economic Development

Brittany Arizmendi, Director of Community Engagement

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

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Parking Division
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Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: APPROVAL OF A RESOLUTION: APPROVAL OF A LEASE AGREEMENT WITH THE
WASHINGTON COUNTY MUSEUM OF FINE ARTS

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a lease agreement between the City of Hagerstown and the Washington County Museum of Fine Arts for office space located at 6 North Potomac Street.

The lease agreement is from August 1, 2025, through November 15, 2025.

There will be no rental fee charged for the lease of this space.

Date of Introduction:	June 17, 2025
Date of Passage:	June 17, 2025
Effective Date:	June 17, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A LEASE AGREEMENT WITH THE
WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.
FOR A PORTION OF THE PROPERTY KNOWN AS
6 NORTH POTOMAC STREET,
HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns improved property known as 6 North Potomac Street in Hagerstown, Maryland; and

WHEREAS, a portion of the said property is available for lease ("the Premises"); and

WHEREAS, the City of Hagerstown desires to lease said Premises to the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation ("WCMFA"), which owns and operates a museum located at 111 and 115 Key Street, Hagerstown; and

WHEREAS, WCMFA, desires to lease the Premises from the City for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto for the period from August 1, 2025 through November 15, 2025; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to do so;

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

1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to enter into a Lease Agreement with the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC. for the Premises, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. The Mayor be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction June 17, 2025
Date of Passage: June 17, 2025
Effective Date: June 17, 2025

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into on ____ day of _____, 2025, by and between THE CITY OF HAGERSTOWN, a Maryland Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter called "City" or "Landlord," and the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation, which owns and operates a museum located at 111 and 115 Key Street, Hagerstown, and is authorized to do business in the State of Maryland, hereinafter called "Tenant" or "WCMFA."

WHEREAS, the City owns a certain improved real property located in Hagerstown, Washington County, Maryland, known as 6 North Potomac Street, (the "Property"); and

WHEREAS, the City desires to Lease a portion of the aforesaid Property to the Tenant; and

WHEREAS, Tenant desires to enter into a lease of a portion of the Property pursuant to the terms hereof;

NOW THEREFORE, in consideration of the obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 6 North Potomac Street, First Floor, Hagerstown, Maryland, consisting of approximately 1,400 total square feet +/-, more particularly identified on the highlighted portion of the floor plan attached **Exhibit 1** ("the Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for a term of 0 years and three-and-one-half (3.5) months beginning on the 1st day of August, 2025 and terminating on the 15th day of November, 2025 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term, the rights of the Parties shall be construed pursuant to Section 16 hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

SECTION 3 **RENT**

For the entirety of the lease term, the monthly rental shall be Zero Dollars and 00/100 Cents (\$0).

SECTION 4
USE FEES; UTILITIES

Landlord shall be responsible for paying for electricity, gas, heating, and water. Landlord shall be responsible and pay for all pest/insect/rodent control services. Tenant shall be responsible for all trash removal services, parking and internet service.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN PROPERTY
IN COMPLIANCE WITH INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Property beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Fire Marshall as so affecting the insurance risk or otherwise presenting a hazard.

SECTION 6
MAINTENANCE

Tenant agrees to keep the interior of the Premises, including the fixtures, equipment and personality and appurtenances thereto in good repair and will make all ordinary and replacement repairs as its expense. Tenant agrees to be responsible for all interior and exterior window cleaning. Tenant shall be responsible for snow removal and cleaning on the front sidewalk as needed. Tenant shall maintain the Premises in a neat and clean condition and upon the expiration of the term of this Agreement surrender the entire premises in as good a state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Tenant refuses or neglects to repair or replace the fixtures, equipment or personal property as required hereunder to the reasonable satisfaction of Landlord within a reasonable time following written demand to Tenant by Landlord, Landlord may make such repairs or replacements, and upon completion, Tenant shall pay Landlord's costs for making such repairs or replacements upon presentation of bills therefore, payable and collectible as additional rent.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be required for the Premises.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the Property. Landlord shall maintain in good condition and repair the electrical, heating, cooling and plumbing systems which serve the Premises.

SECTION 7

ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the Premises. Tenant agrees that all improvements to the Premises shall become the property of the Landlord at the time of installation.

SECTION 8

USE

The demised Premises shall be used by the Tenant solely for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto. No other use may be made of the premises unless approved in writing by the Landlord.

SECTION 9

SIGNS

Tenant shall be permitted to install the name of Tenant and/or its trade name, on any interior walls. The Tenant may not erect or place any signs on the exterior of the Premises or Property, or which are visible from the exterior of the building unless same are in compliance with all applicable regulations and have been approved in writing and in advance by the Landlord. Said approval shall not be unreasonably withheld.

SECTION 10

ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without prior written approval from Landlord. Said approval shall be in the sole and absolute discretion of the Landlord.

SECTION 11

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and hold harmless and indemnify Landlord, its agents, servants, employees, officers and representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Tenant's use of the Premises including any suits, demands, claims or fines of whatsoever nature or kind including personal injuries and property damage arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain general liability, fire and casualty and property damage insurance with an insurance company acceptable to Landlord and to protect Landlord as an additional insured in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised Premises only and shall name Landlord as an additional insured. Said policies shall

provide for at least 30 days' notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. A certificate of insurance shall be furnished to Landlord upon the execution of this Lease, and annually thereafter.

SECTION 12
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises. Tenant agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 13
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Property, where Landlord shall choose, "For Sale" or "For Rent" signs at any time during the term of this agreement.

SECTION 14
FIRE DAMAGE/CONDEMNATION

In the event the Premises is damaged by fire, storm, the elements, act of God, pandemic, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the Premises so injured or damaged as speedily as possible. The rent shall abate proportionately on such part of the Premises as may have been rendered untenable until such time as such part shall be fit for use, and after which time, the full amount of rent reserved in this Lease shall be payable as hereinabove set forth. If the Premises is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of Tenant shall terminate upon payment of all rent and additional rent or other charges due and payable to the date of such happening.

Should the Premises or any part thereof be condemned, appropriated and/or required for public use, then this Lease Agreement at the option of Landlord, shall terminate upon the date when the Premises or any part thereof shall be taken. Rent shall be apportioned as of the date of such termination. Tenant shall not be entitled to any portion of a damage award.

In the event of partial or entire untenantability or condemnation, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for a commercial business.

SECTION 15
DEFAULT OF TENANT; REMEDIES OF LANDLORD

In addition to, and not in contravention of any other provision hereof, it is further agreed and understood that if any default is made in any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any

Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession. Landlord shall be entitled to an award of its reasonable attorney's fees in any court action in which it seeks to enforce its rights under this Lease.

SECTION 16 **TENANT HOLDING OVER**

This agreement shall terminate automatically upon the expiration of the initial term. However, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered at will, and Landlord shall be entitled to retake possession of the Premises without any prior notice to Tenant. Tenant hereby waives Demand for Possession and Service of Notice to Re-enter and Notice of any kind in connection with the Landlord's right to re-enter and take possession of the Premises upon expiration of the term. If, despite the intent of the Parties, a Court of competent jurisdiction shall hold that a periodic tenancy exists upon the expiration of the initial term or any renewal hereof, the Parties hereto agree that said periodic tenancy shall be month-to-month at the monthly rent of ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1000.00.)

SECTION 17 **CONTINGENCY**

It is recognized by and between the parties that it is necessary for the Landlord to pass a resolution approving the execution of this Lease and the provisions hereof. In the event that said resolution should not become effective for any reason, then in said event, this agreement is null and void of no effect. It is agreed that the necessary resolution required by the Landlord shall be introduced as expeditiously as possible.

SECTION 18 **SMOKING**

No smoking or vaping will be permitted on the Premises by the public or the guests, invitees, agents, servants or employees of Tenant. No candle, incense or open flame shall be permitted on the Premises.

SECTION 19 **NOTICES**

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such an address by notice in writing. The date of delivery, being taken as the date of the receipt of such notice.

City of Hagerstown:

City Clerk
City of Hagerstown
City Hall
1 E. Franklin Street
Hagerstown, MD 21740

With a courtesy copy to: Jason Morton, Esquire
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740

Tenant: Washington County Museum of Fine Arts, Inc.
111 Key Street
Hagerstown, Maryland 21740
Attention: Sarah J. Hall

SECTION 20
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver, any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 21
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 22
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction and venue of the State Courts of Maryland located in Washington County. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

SECTION 23
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 24
SECURITY DEPOSIT

N/A

SECTION 25
PERSONAL GUARANTEE

N/A

SECTION 26
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances or resolutions required as indicated, and upon the adoption of this Agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the Agreement shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

ATTEST

**TENANT
WASHINGTON COUNTY MUSEUM OF
FINE ARTS, INC.**

By:_____
Sarah J. Hall, Executive Director



Exempting City Council
5 - 10 PM POTOMAC ST.
Bldg. No. 50 - 10-0

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

Topic:

Safe Streets for All Implementation of Grant Application - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Safe_Streets_for_All_Implementation_Grant_Application.pdf

Description

Safe Streets for All
Implementation Grant
Application



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

June 10, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JMB

RE: Safe Streets for All Implementation Grant Application

1. Background

In May, the Council adopted the City's Safe Streets for All action plan, which identified various strategies and measures that could be implemented to minimize fatalities and serious injuries on our street network. With adoption of the plan, the City is now qualified to apply for funding to implement these measures. The purpose of this memo is to seek authorization to apply for these implementation funds from the Federal Highway Administration (FHWA).

2. Mayor & Council Action Requested

Review this information, and authorize staff to apply for an implementation grant. If authorized, staff plans to submit the application by the June 26th deadline. Staff will be present at the work session to discuss.

3. Discussion

The Safe Streets for All initiative came about as part of the Bipartisan Infrastructure Act. Funds were made available for two tracks: (a) planning grants, and (b) implementation grants. The planning grant that the City received in 2023 was used to produce our Safety Action Plan.

Implementation grants are intended to be much larger funding opportunities to actually complete infrastructure projects that address safety. The grants require 20% non-federal matching funds. Staff plans to request \$2 million in grant funds; the local matching funds (\$500,000) have been earmarked in the City's FY 27 budget under CIP C0243. The City's request will be at the lower end of the range that FHWA plans to award for implementation grants, but is the limit for which matching funds are available.

If the City is awarded an implementation grant, staff will select projects identified in the Safety Action Plan to take to design and construction. As of right now, staff would recommend using these funds to replace existing traffic signals that are reaching the end of their design life, improve crosswalks at various locations, and other countermeasures discussed in the Safety Action Plan. A final list of projects will be developed if the City's application is successful.

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

Topic:

Summit Avenue Railroad Crossing - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Summit_Avenue_Railroad_Crossing.pdf

Description

Summit Avenue Railroad
Crossing




CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

June 10, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer 

RE: Summit Avenue railroad crossing

1. Background

In May 2025, staff made a presentation to the Mayor & Council over the potential closure of the Summit Avenue railroad crossing. At that time, staff were directed to conduct another public survey to gauge resident and business support for closure of the crossing. Approximately 600 survey forms were distributed in the area shown on the attached map, and residents were given two weeks to respond. The purpose of this memo is to present the results of that survey, and to seek additional direction from the Council on how to proceed.

2. Mayor & Council Action Requested

Review this information, and give staff direction on whether or not the City would be willing to close the crossing to automobile traffic. Staff will be present at the work session to discuss.

3. Discussion

A total of fifty-six (56) survey responses were received via snail mail, e-mail, and an online survey that was accessed by a QR code. As was seen in the previous survey in 2023, support-for and opposition-to closing the crossing was evenly split; twenty-nine (29) responses supported the closure, and twenty-seven (27) opposed it. A partial list of survey comments is attached; they are generally summarized below:

Opposed to the closure

"Tell CSX to fix the crossing"

"Park Circle is dangerous, and this will send more traffic to it"

"This is a crossing that we use all the time; it's a straight shot into downtown"

"Leave it open and put warning lights there"

"I use that crossing to walk to City Park"

Supporting the closure

"I don't like it, but I can live with it if it gets the other crossings repaired"

"It's redundant – there's no need for three road crossings so close together"

"As long as the other crossings are repaired, closing Summit shouldn't cause much disruption"

"As a side benefit, it may slow down speeding on Summit Avenue"

"I believe that it is in the best interest of all"

Staff identified five (5) responses from businesses in the survey area. These were also almost evenly split, as three (3) supported closing the crossing and two (2) opposed it. Of the two that opposed it, one stated that keeping the crossing open was a matter of convenience for them, but didn't indicate that it would cause significant operational issues for them. The other business in opposition did not leave a comment.

One business that had previously raised operational concerns about the Summit Avenue closure was Columbia Gas. Hogan/Meridian Development Company (Hogan), which has an interest in closing the crossing in relation to future development that they want to do along Sharpsburg Pike, has been in discussion with Columbia Gas, and they have apparently developed a solution that would address the Columbia gas concerns.

If the Summit Avenue crossing remains open, then CSX will likely not approve the upgrades to the existing railroad crossings at Walnut Street and Virginia Avenue. If the Summit Avenue crossing is closed, MDOT will fund the bulk of the upgrades to those crossings.

If the Council decides to close the Summit Avenue crossing, staff recommends doing so with the following conditions:

1. The City must be reimbursed for the costs to physically close the crossing; staff have estimated these costs at approximately \$30,000.
2. That Hogan/Meridian enter into an annexation/pre-annexation agreement with the City for their future development along Sharpsburg Pike.
3. That the concerns of Columbia Gas are addressed.
4. That CSX grants permission for the Walnut Street and Virginia Avenue crossings to be improved.

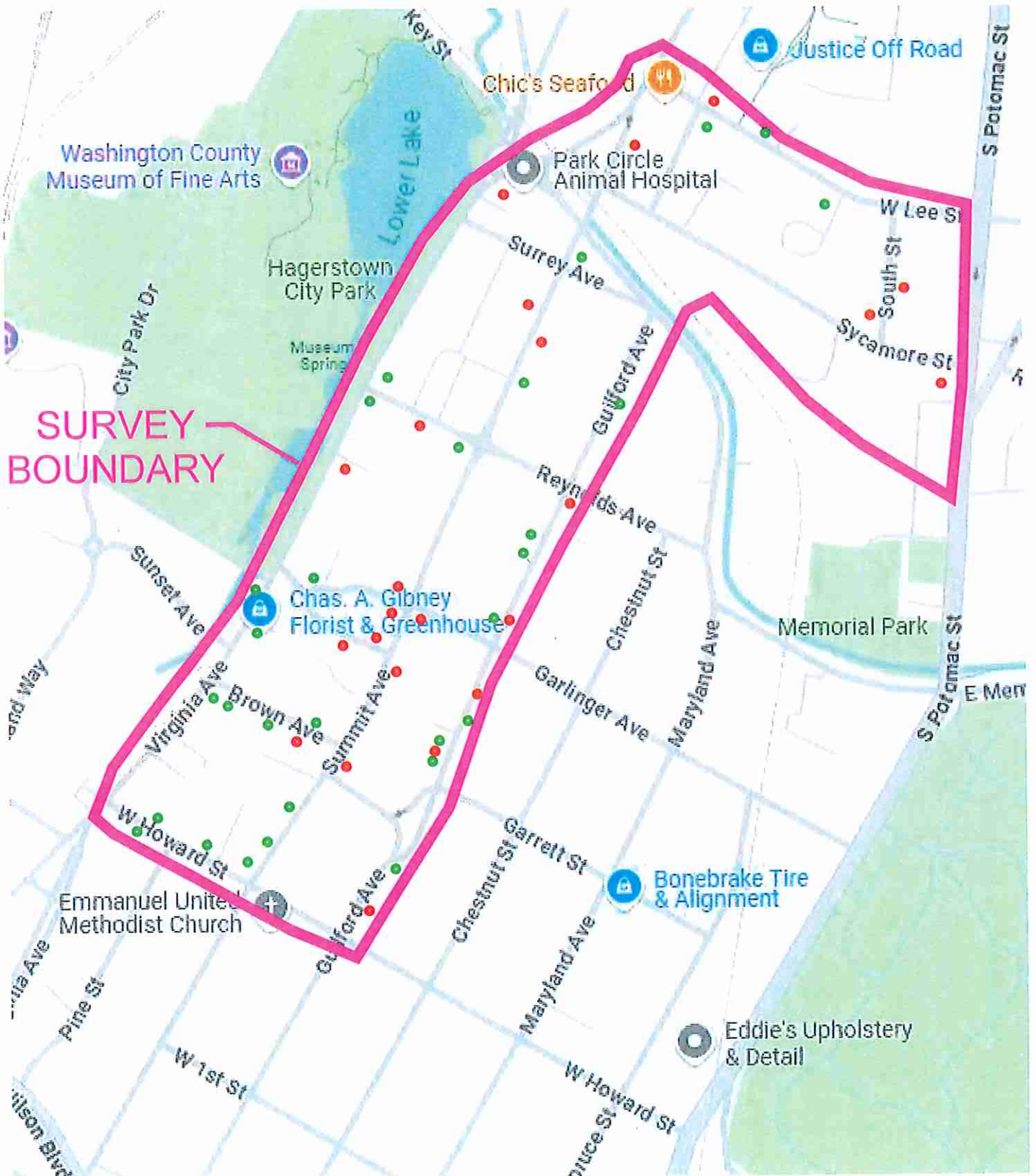
attachments: selected survey responses from residents
map showing locations of survey responses

cc: Bill Killinger

SUMMIT AVENUE RAILROAD CROSSING SURVEY RESPONSE LOCATIONS

• OPPOSED TO CLOSURE

• SUPPORTS CLOSURE



Summit Avenue Railroad Crossing Survey Comments

☐ in favor of closing the crossing
☐ opposed to closing the crossing

own or rent?	Yes/No	Comments:
owner	No	We use that access on submit avenue more than we use the circle which has too much traffic as is - it is much safer for us to use it.
owner	Yes	
owner	No	We need the throw way it's important to be able to get threw
owner	Yes	
owner	No	No, absolutely not...a large amount of traffic goes through that area, and sending it all I to the circle will make things mich worse. People already have issues driving in the circle. CSX has plenty of money to make the necessary upgrades needed
owner/Tenant	Yes	Put in a fountain, or something, so it will look nice.
owner	Yes	I think if the other crossings are repaired and maintained better, then the closing of this one shouldn't cause too much disruption. It may also have the side benefit of slowing down speeders on Summit Ave
owner	Yes	
owner	Yes	
owner	Yes	
owner	Yes	Three crossings are completely unnecessary. The Virginia Avenue crossing is only a few feet away. Hopefully this will also reduce or slow some of the through traffic on Summit.
owner	Yes	I believe it is in the best interest of all.
owner/Tenant	Yes	We love to walk around. Make it pretty <3

Summit Avenue Railroad Crossing Survey Comments

☐ in favor of closing the crossing
☐ opposed to closing the crossing

Owner	Yes	<p>I am willing to take a 5 minute detour in order to reduce traffic on Summit Ave. People still use Summit as a no light cut through to avoid the lights on Virginia and Maryland and despite previous traffic calming devices, some people still go excess of 50 mph on our residential street! Closing this would significantly reduce those looking to save the time on lights as it would add time by going around.</p> <p>However you should not just accept CSX blackmailing you to fix the other crossings that they are obligated to, they should give you the money it would have cost to fix this crossing over the next decade at least and put in a stipulation that they need to support the Hagerstown Railroad museum, who needs permission to move trains on CSX tracks, in addition to fixing the other crossings.</p>
Owner	Yes	<p>On the condition that the road where the tracks meet around park circle connecting to walnut st are repaired. The road at the tracks is a mess and is a potential hazard with the existing potholes</p>
Owner	Yes	<p>I would prefer it not be closed, but if this is the only way to get Walnut St. repaired, I guess we have to go for it.</p>
Owner	No	<p>Tell them to fix their other crossing first and then we'll talk about inconveniencing the residents.</p>
Owner	Yes	
Owner	No	<p>People do not know how to use a round about as it is. If that area is closed, it would increase traffic to the circle and add congestion. I do not support the closure.</p>
Owner	No	
Renter/Tenant	Yes	
Owner	Yes	
Owner	Yes	
Owner	Yes	<p>Easiest one to close out of all three crossings</p>
Owner	Yes	
Owner	No	<p>That roadway gets used a lot. I don't see why it needs to go. Also, csx has done a terrible job of maintaining the crossings, especially at the circle. It's been over 10yrs since it was touched.</p>

Summit Avenue Railroad Crossing Survey Comments

in favor of closing the crossing
opposed to closing the crossing

Owner/Tenant		
	No	This closure would greatly impact the traffic circle, which is already a hazard. I live in this direct area and have seen various near collisions!
		The Summit Ave crossing helps with congestion as it provides an alternate path to Summit Ave. This alternate path may also reduce collisions or near collisions for drivers in a rush to reach Summit Ave from Memorial Blvd who may speed through the roundabout instead of yielding to the traffic in the roundabout. Is there anything else they wanted us to consider giving up before they would proceed to spend money to repair/ upgrade their property? I am curious about how we would make the homes and businesses on Sycamore St and across from the Barton Memorial accessible given that it is currently a one way street from Sycamore St to the stop sign prior to merging on to Summit Ave. What data was shown to the city revealing the obstacle to repair/ upgrade the tracks at Summit Ave. I am left to speculate that they are looking for the least expensive solution and it appears that we would be made to spend money modifying our streets to accommodate access to the homes and businesses near the Summit Ave crossing.
Owner	No	
Owner	Yes	I don't have a problem closing it providing that CSX fixes the Walnut St. crossing. It has been bad for so many years, it is ridiculous. I use the Summit crossing because Walnut is so bad.
Owner	No	I walk my dog through here; this will just push more traffic into the circle when it is busy in the morning.
Owner	No	Summit Ave is used more by Fire, EMS, school buses, electric, gas, auto company, and City vehicles than Walnut Ave or Virginia Ave. I think that this fine City can find the money to repair the street every five years or more. Train moves about 5 mph.
Owner	No	I have lived on this street for 45 years and have used that section every day with no issues ever. They have repaired that section before. That section is safer than either of the other two because the circle is more of a hazard because nobody uses it correctly.
Owner	No	Have them fix Walnut and Virginia and let Summit as it is for now. Maybe they'll fix it later. Hope this helps.
Owner	Yes	I don't like the railroad giving you an ultimatum, but I really don't think that the crossing is needed. Not that much traffic that I see there.
Owner	Yes	Should not affect our business - thank you for the consideration
Owner	Yes	That crossing is terrible
Renter/Tenant	Yes	Waiting a long time for this - the tracks are bad.

Summit Avenue Railroad Crossing Survey Comments

	in favor of closing the crossing
	opposed to closing the crossing

Owner	No	It's a straight shot into town on Summit now, but with the closing it will be a left and then a difficult right at a yield sign with oncoming traffic at the Park Circle - more time consuming and dangerous. Please don't do this!
Owner	No	As a large business in close proximity, we use Summit Avenue numerous times daily, and feel it should not be closed permanently to vehicular traffic.
Owner	No	The reasoning doesn't merit the closure! It is a road driven on daily, and would be a huge hindrance. Having it blocked just a few days was a problem. Even with a 3-year old and 6-year old in the house, I feel safer knowing that they can cross to the park without a modification. A sign is sufficient.
Renter/Tenant	No	I think that the road should be kept open. There is a lot of traffic and it's kind of a shortcut through town. I think you should put warning lights and safety features at the Summit Avenue railroad crossing.
Owner	No	There are too many accidents at the circle now, so if you close Summit that will send more people to the circle. People do not yield coming from Burhans. It should go back to a stop sign.
Renter/Tenant	Yes	Seems like blackmail to demand a condition when it's their responsibility to maintain lines. But if this is what it takes I vote yes.
Owner	No	CSX doesn't look after the other two crossings so why would I want to inconvenience myself by shutting down Summit?
?	No	I am not in favor of closing Summit Ave and CSX should make the necessary repairs
Owner	No	I DO NOT support the closure of the Summit Avenue CSX Railroad. Please do not succumb to the threat of CSX agreeing to improve Walnut Street and Virginia Avenue crossings if Summit Avenue is closed. First, CSX needs to improve the crossings no matter what. The VA crossing in particular is in deplorable condition. Need I add its proximity to our beautiful Fine Arts museum and the Cultural Trail. Second, I have lived in my home for 10 years and I have not once had to stop for an oncoming train - signals or not, anyone who can't see a train approaching along the corridor really should not be driving. Third, drivers seem to have difficulty understanding what "yield to traffic in the circle" means. Indeed, I have on numerous occasions had to yield to a driver who barreled through without stopping without so much as a glance at "traffic" in the circle. Fourth, the Summit Avenue crossing serves as direct access to the center of Hagerstown - particularly to the much-acclaimed Meritus Stadium! Not good PR for the City. Fifth, many emergency vehicles use the Summit access to reach the hospital as do fire trucks responding to calls. Making them head to the roundabout wastes time. Finally, if the incorrect decision is made to close the Summit Avenue access, CSC should be made to make the repairs to Walnut Street and VA Ave crossings BEFORE Summit is closed.

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

Topic:

Memorandum of Understanding: Special Appropriation Grant for Water/Wastewater Master Plan Study - *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MOU_with_MDE_Water_Wastewater_Master_Plan_Study.pdf

Description

MOU with MDE W/WW
Master Plan Study



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

Memorandum

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Re: Memorandum of Understanding
MDE Water and Science Administration
Special Appropriation Grant
Date: June 3, 2025

The Maryland General Assembly, in Section 21 of the Maryland Fiscal 2025 Budget Bill, included a \$250,000.00 General Fund Appropriation to provide a grant to the City to fund a long-range Water and Wastewater Infrastructure Needs Study. The appropriation is within the MDE Water and Science Administration Program (U00A04.01).

Staff has prepared the RFP which includes the development of a comprehensive Water and Wastewater Master Plan and Hydraulic Models for both utilities. Work will also include an evaluation of and updates to water and wastewater GIS to enable the migration ArcGIS to ArcPro. Once completed, the Master Plan will provide a 20-year Capital Improvement Plan to include the estimated cost to fully implement the Plan.

Attached please find a copy of the Memorandum of Understanding (MOU). Please note the State will make one lump sum payment to the City. City staff will be required to submit documentation of the \$250,000.00 expenditure as well as a copy of the final report/study.

Staff is requesting Mayor and City Council approval of the Memorandum of Understanding. Staff is also requesting permission for the Director of Utilities to electrically sign the MOU.

Staff will be at the June 10, 2025 Mayor and Council Work Session to answer questions and provide additional information as may be needed.

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 17, 2025

TOPIC: Approval of a Special Appropriation – State of Maryland

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Memorandum of Understanding between the Maryland Department of the Environment for a Maryland General Fund Appropriation in the amount of \$250,000.00 for the purpose of providing the City of Hagerstown a Grant to fund a long-range water and wastewater infrastructure needs study as further described in the attach Memorandum of Understanding. This Motion also grants permission to the Director of Utilities to electronically sign the Memorandum of Understanding.

DATE OF INTRODUCTION: 06/17/2025
DATE OF PASSAGE: 06/17/2025
EFFECTIVE DATE: 06/17/2025

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER & SCIENCE ADMINISTRATION
AND THE
CITY OF HAGERSTOWN

This Memorandum of Understanding (this "Agreement") is entered into by and between the Maryland Department of the Environment ("MDE" or the "Department"), a principal department of the State of Maryland, and the City of Hagerstown, a Maryland municipal corporation.

WHEREAS, Section 21 of the fiscal 2025 Budget Bill added a \$250,000 general fund appropriation within the MDE Water and Science Administration, program U00A04.01, for the purpose of providing a grant to the City of Hagerstown to fund a long-range water and wastewater infrastructure needs study;

WHEREAS, a preliminary study was completed in January 2025, which evaluated the infrastructure needs for Water Zone 5 to meet fire protection requirements, fire protection for existing properties, domestic demand and fire flow requirements for a new development (638 residential structures), and sewer collection system capacity in the pump station and existing gravity and force mains to serve the new subdivision;

WHEREAS, MDE desires that City of Hagerstown complete a system-wide Water and Wastewater Master Plan, including the development of Hydraulic Models for water and wastewater and GIS mapping work to facilitate development of the Master Plan;

WHEREAS, the City of Hagerstown is issuing a request for proposals (RFP) to hire a contractor that will assist with model/GIS development and drafting of the Master Plan;

WHEREAS, the work described in this Agreement will fully utilize the \$250,000 general fund appropriation from program U00A04.01;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

I. TERM

Upon signature by all parties, this Agreement shall take effect immediately and shall remain in effect until the completion of the services outlined in Section VII. This is a one-time agreement for the specified project and is not subject to renewal.

II. MAXIMUM AMOUNT OF CONSIDERATION

Payment during the term of this Agreement shall be \$250,000.00.

V. MDE RESPONSIBILITIES

- C. City of Hagerstown shall submit a final report of the study to MDE, within 30 days, after the completion of the study.

VIII. METHOD OF PAYMENT

During the Term of this Agreement, MDE shall pay City of Hagerstown a total of Two Hundred Fifty Thousand Dollars (\$250,000) for services in accordance with this Agreement, after receipt from City of Hagerstown of a single invoice, as follows:

- A. A single invoice for the total sum of \$250,000 will be submitted by the City of Hagerstown to MDE for payment. This invoice will be submitted after the selection and award of the contractor through the competitive RFP process.
- B. This single invoice shall include the final executed contract for the contractor selected through the RFP process, to include contract scope and budget.
- C. The City of Hagerstown's Federal Tax Identification Number (52-60000794), the MDE purchase order number, must appear on this invoice submitted by the City of Hagerstown to MDE for payment.
- D. Payments to the City of Hagerstown shall be made in accordance with the terms of this Agreement. Charges for late payments are prohibited.
- E. All invoices shall be mailed to:

Maryland Department of the Environment
1800 Washington Boulevard, Suite 410
Baltimore, Maryland 21230
Attention: Accounts Payable
Mde.ap@maryland.gov

IX. ASSURANCES

- A. Non-Discrimination In Employment.

City of Hagerstown agrees:

- (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
- (2) to include a provision similar to that contained in subsection (1) above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and
- (3) to post and to cause subcontractors to post in conspicuous places available to employees and

XIV. RETENTION OF RECORDS - AUDIT

The Department shall have the right, at any time during usual business hours, to examine and audit records of City of Hagerstown, which the Department deems necessary or advisable in order to verify invoices submitted pursuant to this Agreement. City of Hagerstown and its contractor(s) or subcontractor(s) shall retain and maintain all records and documents relating to the services performed under the Agreement, for three years after final payment by the Department hereunder, or for any applicable statute of limitations, whichever is longer.

XV. LIABILITY FOR THIRD-PARTY CLAIMS

- A. City of Hagerstown is and will be acting as an independent contractor in the performance of its work and other obligations under this Agreement. MDE has no obligation for the payment of any judgments or the settlement of any claims made against City of Hagerstown, its employees, agents, or sub-contractors, if any, as a result of or relating to City of Hagerstown's work and other obligations under this Agreement.
- B. MDE has no obligation to provide legal counsel or legal defense to City of Hagerstown, its employees, agents, or sub-contractors, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to the Agreement as a result of or relating to City of Hagerstown's work and other obligations under this Agreement.
- C. City of Hagerstown shall immediately give notice to MDE of any claim or suit made or filed against City of Hagerstown, its employees, agents, or sub-contractors, if any, regarding any matter resulting from or relating to City of Hagerstown's work and other obligations under this Agreement.
- D. City of Hagerstown shall cooperate, assist, and consult with MDE in the defense or investigation of any claim, suit, or action made or filed against MDE as a result of or relating to City of Hagerstown's work or other obligations under this Agreement.

XVI. TERMINATION

This Agreement may be terminated at any time by mutual agreement or by either party giving ninety (90) days prior written notice to the other party.

XVII. EFFECTIVE DATE

It is understood and agreed by the parties that this Agreement and any modification thereof shall not become effective or enforceable until it is executed by MDE.

XVIII. APPLICABLE LAW

The laws of the State of Maryland shall govern this Agreement.

XIX. COMPLIANCE WITH LAWS

City of Hagerstown shall observe and comply with all federal, State, and local laws and ordinances that affect the work to be performed under this Agreement, the persons employed or engaged in connection therewith, or any material or equipment used. City of Hagerstown shall

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by causing the same to be signed on the day and year first written above.

Maryland Department of the Environment

By _____

Date

[MDE Representative Printed Name and Title]

City of Hagerstown

By _____

Date

[City of Hagerstown Representative Printed Name and Title]

Approved as to form and legal sufficiency this

_____ day of _____

[Mary R. Sheppard], Assistant Attorney General

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

Topic:

Invest Hagerstown Program Funding Levels for FY26 - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061025_WS_IH_FY26_Funding_Levels.pdf

Description

Invest Hagerstown Program
Funding Levels for FY26.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: June 06, 2025

RE: Invest Hagerstown Program Funding Levels for FY26

At the June 10, 2025 Work Session, staff will review the attached Chart of Components and Funding Levels.

Staff seek a determination of the funding levels for each of the program components for FY26 so spending can begin July 1, 2025. The chart provides an outline based on past years.

A total of \$705,000 is available in Fiscal Year 2026 (July 1, 2025 to June 30, 2026).

Attachments:

1. Charts of Components and Funding Levels
2. Draft Motion for Funding Level Chart
3. Budget Book Section 4, Pages 10-12 - Economic Redevelopment Fund – Invest Hagerstown Program History and FY25 Budget

c: Review Committee

FY26 Invest Hagerstown - Program Funding Levels										
							\$65,000 to HOME - 2 Options			
			FY26 Proposed/		Reduced \$375,000		<u>Option 1</u>		<u>Option 2</u>	
	<u>FY25</u>	<u>%</u>	<u>Budgeted</u>	<u>%</u>	<u>Proposed FY26</u>	<u>%</u>	<u>within Homeownership</u>	<u>%</u>	<u>All Adjusted</u>	<u>%</u>
City Center Redevelopment Grant	\$ 500,000	51%	\$ 500,000	46%	\$ 250,000	35%	\$ 250,000	35%	\$ 250,000	35%
City Wide Redevelopment Grant	\$ 185,000	19%	\$ 210,000	19%	\$ 185,000	26%	\$ 180,000	26%	\$ 167,500	24%
Rental Rehabilitation Grant	\$ 80,000	8%	\$ 100,000	9%	\$ 60,000	9%	\$ 60,000	9%	\$ 55,000	8%
Sign & Façade Grant	\$ 45,000	5%	\$ 75,000	7%	\$ 30,000	4%	\$ 30,000	4%	\$ 25,000	3.5%
Homeownership Grant	\$ 165,000	17%	\$ 195,000	18%	\$ 180,000	26%	\$ 120,000	17%	\$ 142,500	20%
HOME							\$ 65,000	9%	\$ 65,000	9%
TOTAL	\$ 975,000		\$ 1,080,000		\$ 705,000		\$ 705,000		\$ 705,000	
Notes:										
Staff desire to set the funding levels for FY26 so spending can begin July 1, 2025.										
Economic Development staff seek a separate discussion with Mayor and City Council to share needs, ideas and recommendations										
of how the City Center Redevelopment fund balance from current/past fiscal years could be used.										

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

DATE: June 17, 2025

TOPIC: **Approval of FY2026 Invest Hagerstown Grant Program Funding Levels**

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

MOTION:

I hereby move for the Mayor and City Council to approve the Invest Hagerstown Grant Program's funding levels for FY2026 according to the attached chart.

The program includes five categories: 1.) the City Center Redevelopment Grant Program; 2.) the City-Wide Redevelopment Grant Program; 3.) the Homeownership Programs; 4.) the Rental Property Rehabilitation Grant Program; and 5.) the Commercial Sign & Façade Grant Program.

Mayor and City Council approve the City Center Redevelopment Grant applications, and will approve the reuse of any uncommitted/undisbursed and/or forfeited commitments in the City Center Redevelopment Grant category.

The program Review Committee approves the grant applications across the other categories, and will approve the reuse of any uncommitted/undisbursed and/or forfeited commitments in all categories, except the City Center Redevelopment Grant category, with the ability to reuse such funds across any of those program components.

Funding of this program will come from the Economic Redevelopment Fund Invest Hagerstown line items in the Fiscal Year 2026 budget.

DATE OF INTRODUCTION:	6/17/2025
DATE OF PASSAGE:	6/17/2025
EFFECTIVE DATE:	6/17/2025

INVEST HAGERSTOWN GRANT PROGRAMS

FY2026 Chart of Components and Funding Levels – 06/10/2025

City Center Redevelopment Grant Program – Grants from a minimum of \$150,000 to a maximum of \$250,000 and require a minimum 2:1 match from the developer. Projects ranging \$450,000 to \$750,000+.	
City-Wide Redevelopment Grant Program – Grants from a minimum of \$5,000 to a maximum of \$25,000 and require a minimum 2:1 match from the developer. Projects ranging \$15,000 to \$75,000+.	
Rental Property Rehabilitation Grant Program – Grants of \$7,500 to a maximum of \$20,000 to assist with rental property rehabilitation to market rate rental and requiring 2:1 match. Projects ranging from \$22,500 to \$60,000+. Projects receiving grants greater than \$7,500 require 2 or more units within a single property/parcel.	
Commercial Sign & Façade Grant Commercial sign grants range from a minimum of \$250, to a maximum of \$1,500 and require a minimum 1:1 match from the business owner to promote brand visibility and customer awareness Façade grants range from a minimum of \$2,500 to a maximum of \$7,500 and require a minimum 1:1 match from the developer to improve storefront elements and enhance City Center. Projects ranging from \$5,000 to \$15,000+.	
Homeownership Grant Program Down payment and closing cost assistance that provides loan-to-grants of \$7,500 to eligible homes within City limits to enhance home ownership in the area. Eligible homes may not exceed 100% of the average home sale price within City limits.	
HOME Program (NEW) Match to new Federal HUD Program	
Total	\$705,000

ECONOMIC REDEVELOPMENT FUND - PROGRAM DESCRIPTION
FISCAL YEAR 2025/2026

DEPARTMENT / PROGRAM OVERVIEW

The Department of Community and Economic Development administers the Economic Redevelopment Fund which includes multiple economic incentive programs and property resale initiatives.

Properties Held for Resale

The following properties held in this fund were recently sold:

- 216 S. Propsect - sold in February 2023
- 11850 Indian Lane - sold in August 2023

Since 2023, no properties have been held in this fund, and the fund remains available for such a need.

Invest Hagerstown Program:

In order to stimulate redevelopment and investment in Hagerstown, the Mayor and City Council created multiple incentive programs under the Invest Hagerstown initiative. Each incentive program offered substantial City incentives for commercial redevelopment, mixed-use redevelopment, and residential investment.

Beginning in FY19, the Invest Hagerstown program was re-implemented with dedicated funding from the General Fund real estate tax rate. Funding was provided in the amounts shown for each fiscal year to support various incentive program components:

FY19	\$549,000
FY20	\$800,000
FY21	\$804,000
FY22	\$819,000
FY23	\$855,000
FY24	\$928,000
FY25	\$975,000
FY26	\$1,080,000 Budgeted

For FY19 to FY24, the Invest Hagersown Program has leveraged more than \$48.2 million in private sector investment, more than 354 new jobs, and 111 new homeowners. Additionally, the program has resulted in more than 185 new or renovated units.

Invest Hagerstown - FY26 Proposed Budget:

The FY26 Budget includes \$1,080,000 for funding of the Invest Hagerstown Program. The components of the program are expected to model similarly to the FY25 program with some possible variation.

Invest Hagerstown - Program Components:

The Invest Hagerstown program has several program components:

1. City Center Redevelopment Grant Program: Grants from a minimum of \$150,000 to a maximum of \$250,000 and requiring a minimum 2:1 match from the developer. Projects ranging \$450,000 to \$750,000+.
2. City-Wide Redevelopment Grant Program: Grants from a minimum of \$5,000 to a maximum of \$25,000 and requiring a minimum 2:1 match from the developer. Projects ranging \$15,000 to \$75,000+.
3. Homeownership Loan to Grant Program: Provides down payment/closing cost assistance funding of \$7,500 City Wide. Funding is provided as a loan-to-grant with a residency requirement of 5 years.
4. Rental Property Rehabilitation Grant Program: Grants from a minimum of \$7,500 to a maximum of \$20,000 for rental property rehabilitation to market rate rental and requiring 2:1 match. Projects \$22,500 to \$60,000+.
5. Commercial Sign & Facade Grant Program: Grants for commercial signs from a minimum of \$250 to a maximum of \$1,500 requiring a 1:1 match. Projects ranging from \$500 to \$3,000+. Grants for facade improvements from a minimum of \$2,500 to a maximum of \$7,500 requiring a 1:1 match from the developer. Projects ranging from \$5,000 to \$15,000+.

A chart for the actual expenditures of the Invest Hagerstown program since FY19 is shown below:

Invest Hagerstown Program Incentives	FY19-FY22	FY23	FY24	FY25	FY25	FY26
Expenditures	Actual	Actual	Actual	Budget	Estimated Actual	Proposed Budget
City Center Redevelopment	\$ 2,080,000	\$ 500,000	\$ (580,000)	\$ 1,250,000	\$ 1,250,000	\$ 500,000
City Wide Redevelopment	\$ 445,182	\$ 100,979	\$ 191,800	\$ 140,000	\$ 140,000	\$ 210,000
Homeownership	\$ 309,751	\$ 149,835	\$ 315,000	\$ 367,500	\$ 367,500	\$ 195,000
Rental Property Rehabilitation	\$ 60,000	\$ 40,000	\$ 131,207	\$ 80,000	\$ 80,000	\$ 100,000
Fascade: Invest Hagerstown	\$ 56,398	\$ 11,550	\$ 27,908	\$ 47,056	\$ 47,056	\$ 75,000
Total Expenditures per Year	\$ 2,951,331	\$ 802,364	\$ 85,915	\$ 1,884,556	\$ 1,884,556	\$ 1,080,000

ECONOMIC REDEVELOPMENT FUND - PROGRAM DESCRIPTION (continued)
FISCAL YEAR 2025/2026

Invest Hagerstown – FY14 Initial Program:

The initial program was funded in FY14 with \$1,500,000 in funding from General Fund Reserves. The Invest Hagerstown Program provided grants up to \$250,000 for eligible redevelopment projects in the City Center and up to \$50,000 for eligible redevelopment projects City-wide. The City partnered with the private sector to assist in moving development forward. This program resulted in a combined private and public investment City-wide estimated at \$4,173,000.

The Invest Hagerstown Program also provided down payment/rehab grants up to \$7,500 for homebuyers purchasing a vacant home within the City of Hagerstown. The Invest Hagerstown Program also provided down payment/rehab incentives for homebuyers in City Center and a rental subsidy for renters in City Center with the goal of attracting a more diversified population Downtown. This program assisted 24 homeowners City wide and 7 homeowners in City Center for a total of 31 homeowners. The program also assisted 18 renters in City Center.

By the end of FY19, all of the funding of the initial program was expended or committed for this program.

ECONOMIC REDEVELOPMENT FUND - PROPOSED EXPENSES AND REVENUES
FISCAL YEAR 2025/2026

ACCOUNT DESCRIPTION	2023/24	2024/25		2025/26	2025/26
	ACTUAL	BUDGET	EST. ACTUAL	PROPOSED	% CHANGE
REVENUES					
State Community Legacy Grant	\$ -	\$ 650,000	\$ 650,000	\$ 100,000	-84.6%
State Strategic Demolition Grant	93,585	46,415	46,415	-	-100.0%
ARPA - Economic Incentives	-	128,763	128,763	-	-100.0%
Interest on Investments	52,327	25,000	39,800	36,000	44.0%
Gain on Sale of Capital Assets	28,891	-	-	-	0.0%
Other Revenues	1,996	-	4,560	-	0.0%
Total Revenues	176,799	850,178	869,538	136,000	-84.0%
EXPENDITURES					
Administrative Expenditures	14,670	18,000	18,000	18,000	0.0%
Current Property Expenditures	644	3,633	4,184	3,547	-2.4%
PEP Subsidized Rent Payments	58,924	131,500	100,000	400,000	204.2%
Economic Incentives	47,975	35,000	55,000	15,000	-57.1%
Economic Incentives: Community Legacy Grant	-	650,000	650,000	100,000	-84.6%
Economic Incentives: Restaurant Ready Grant *	-	128,763	128,763	-	-100.0%
Economic Incentives: Strategic Demolition Grant	93,585	46,415	46,415	-	-100.0%
City Center Redevelopment: Invest Hagerstown	(580,000)	1,250,000	1,250,000	500,000	-60.0%
City-Wide Redevelopment: Invest Hagerstown	191,800	140,000	140,000	210,000	50.0%
Homeownership Grant: Invest Hagerstown	315,000	367,500	367,500	195,000	-46.9%
Rental Property Rehab: Invest Hagerstown	131,207	80,000	80,000	100,000	25.0%
Facade: Invest Hagerstown	27,908	47,056	47,056	75,000	59.4%
USMH Housing Catalyst #3	-	26,000	46,313	-	-100.0%
Total Expenditures	301,713	2,923,867	2,933,231	1,616,547	-44.7%
OTHER FINANCING SOURCES (USES)					
Transfers from General Fund	200,000	347,000	347,000	260,000	-25.1%
Transfers from General Fund: Invest Hag Incentives	928,000	975,000	975,000	1,080,000	10.8%
Transfers (to) Parking Fund Fund **	(500,000)	-	-	-	0.0%
Total Other Financing Sources	628,000	1,322,000	1,322,000	1,340,000	1.4%
Net Change in Fund Balance	503,086	(751,689)	(741,693)	(140,547)	-81.3%
Beginning Fund Balance	1,248,226	1,751,312	1,751,312	1,009,619	-42.4%
Ending Fund Balance	\$ 1,751,312	\$ 999,623	\$ 1,009,619	\$ 869,072	-13.1%

* FY25 Budget and Estimated Actual include \$129K ARPA funding utilized for Restaurant Ready Grant Incentive program.

** FY24 Actual includes transfer for new Parking Deck from sale proceeds of Indian Lane.

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

Topic:

Subrecipient Grant Agreement for Main Street Startup Grant Program - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061025WS_ProjectRestore.pdf

Description

Approval of a Resolution:
Subrecipient Grant
Agreement for Main Street
Startup Grant Program.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: June 6, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

At the June 10, 2025 Work Session, staff will put forth recommendations from the Main Street Startup Grant Review Committee for approval under the Main Street Startup Grant program.

This program aims to lower the barriers that may prevent entrepreneurs from opening or expanding their small business, increase their chances of success in the early stages of operation, and assist in filling currently vacant storefronts within the Mainstreet District of our Downtown – which is part of the City's Sustainable Communities Area.

Staff were awarded \$300,000 in Project Restore funding from the Maryland Department of Community and Housing Development (DHCD), with a maximum award amount of \$50,000 per applicant. The Main Street Startup Grant Review Committee are providing two additional applicants to the Mayor and City Council for consideration under the program.

Staff seek approval to move forward with entering into a subrecipient agreement with the recommended applicants.

Attachments:

1. Required Motion
2. Required Resolution
3. Summary of Recommended Awards
4. Awardee Subrecipient Agreement Template

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Planning and Economic Development

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

DATE: June 17, 2025

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program**

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

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to applicant(s) identified on the attached list with the award amount shown.

The subrecipient agreement for each will follow the attached template. Staff are authorized to make edits to the Subrecipient Agreements as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program. The deadline for each will be 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

DATE OF INTRODUCTION:	06/17/2025
DATE OF PASSAGE:	06/17/2025
EFFECTIVE DATE:	06/17/2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF SUBRECIPIENT GRANT AGREEMENTS FOR THE
SUPPORT OF ELIGIBLE PROGRAMS
BETWEEN THE CITY OF HAGERSTOWN AND
VARIOUS NEW AND EXPANDING FOR-PROFIT
ENTITIES ENUMERATED HEREIN**

RECITALS

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of “Negative Economic Impacts: Assistance to Small Businesses,” and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

- (1) Business: Juniper Café – Up to \$40,415
 - a. Building Owner: Tamara Johnson
- (2) Business: Summit Outfitters – Up to \$31,781
 - a. Building Owner: Design Method Group LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient subject to the terms and conditions of the City’s receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program, between the City and each Subrecipient to pass through funds for Project activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program, with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William McIntire, Mayor

Date of Introduction: June 17, 2025
Date of Passage: June 17, 2025
Effective Date: June 17, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Summary of Recommended Main Street Startup Grant Award

Name: Juniper Cafe

Address: 41 N. Potomac Street

Property Owner: Tamara Johnson

Award Amount: Up to \$40,415

Deadline: 10/15/2025

Description: Owner is looking to create a trendy, creative brunch spot in the downtown focusing on “southern comfort and northeastern classics” food in the long vacant restaurant space. Business plans to be open primarily for breakfast/lunch, but will expand to evening dinner offerings in the future.

-

Name: Summit Outfitters

Address: 101 Summit Avenue

Property Owner: Design Method Group LLC

Award Amount: Up to \$31,781

Deadline: 10/15/2025

Description: Business is planned to be a curated boutique offering both men’s + women’s clothing with an emphasis on outdoor lifestyle goods – similar to store such as REI and Urban Outfitters.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, [SUBRECIPIENT 1], AND
[SUBRECIPIENT 2]

This Agreement is entered into as of this _____ day of _____, 2025 by and between the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), [NAME OF PROPERTY OWNER], ("herein called "SUBRECIPIENT 1" or "PROPERTY OWNER") and [NAME OF BUSINESS], ("herein called the "SUBRECIPIENT 2" or "BUSINESS"). SUBRECIPIENT 1 and SUBRECIPIENT 2 are sometimes hereinafter referred to collectively as the "SUBRICIPIENTS" or the "SUB-GRANTEES." The SURECIPIENTS and the CITY are sometimes hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the PROPERTY OWNER is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the PROPERTY OWNER has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, the BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main

Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL

The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE

The Subrecipients shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

- A. Business Rental Assistance paid directly to the Property Owner with a commitment from the business to occupy the space for a minimum of one (1) year.
- B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET

The City shall disburse the PROPERTY OWNER its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. Unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the Subrecipients shall provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipients by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipients within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN

Christopher Siemerling
Economic Development Specialist

SUBRECIPIENT 1
PROPERTY OWNER

Title -

City of Hagerstown

[NAME OF PROPERTY OWNER]

14 N. Potomac Street, Suite 200A
Address

Address

Hagerstown, Maryland 21740
City, State and Zip

City, State and Zip

Telephone: 301-739-8577 ext. 822

Telephone: _____

Email: csiemerling@hagerstownmd.org

Email: _____

SUBRECIPIENT 2
BUSINESS OWNER

Title -
[NAME OF BUSINESS]

Address

City, State and Zip

Telephone: _____

Email: _____

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipients agree to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipients will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipients are an independent contractor.

C. Hold Harmless

The Subrecipients will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipients' performance or nonperformance of the services or subject matter called for in this Agreement.

"Sub-grantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement."

D. Workers' Compensation

The Subrecipients shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit C, attached hereto and incorporated herein.

F. Funding Source Recognition

The Subrecipients shall insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Except as set forth in any duly executed amendment, such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipients from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipients.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if one or both of the Subrecipients materially fail to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipients to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipients, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipients agree to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipients will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipients shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of the project budget and expenditures for eligible activities;

- b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
- e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipients for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Data

The Subrecipients shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure

The Subrecipients understand that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipients' responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipients' obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

this Agreement shall remain in effect during any period that the Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipients expends \$750,000 or more in a year in Federal awards, the Subrecipients shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

- a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
- b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
- c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of Subrecipients as set forth hereinabove. The City and Subrecipients reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the

names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

<u>Quarter End Date</u>	<u>Subrecipient Due Date</u>
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipients agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

The Subrecipients will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipients from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipients will take appropriate steps to assure compliance.

The Subrecipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipients covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipients further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipients does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipients for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENTS have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT
BY AND THROUGH
THE MAYOR AND CITY COUNCIL OF
HAGERSTOWN

PROPERTY OWNER
[SUBRECIPIENT 1]

By: Christopher Siemerling

By: _____

Title: Economic Development Specialist

Title: _____

Date: _____

Date: _____

[SUBRECIPIENT 2]

BUSINESS

By: _____

Title: _____

Date: _____

EXHIBIT A
GRANT PROGRAM GUIDELINES & APPLICATION FORM



Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of \$50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
 - Applicant/Project Need,
 - Viability of Business Plan/Business Experience & Capacity,
 - Economic Impact of the Project,
 - Proximity to Public Square,
 - Renovation Budget,
 - Square Feet Being Leased,
 - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A \$10,000 grant would require a match of at least \$10,000 for a total project cost of \$20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to \$50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dcled@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

Please direct questions to:

Department of Community & Economic Development

City of Hagerstown

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

A map of the Republic of Ireland with a small green rectangle in the south-east corner indicating the location of the study area. The map is enclosed in a black border.





MAIN STREET STARTUP GRANT Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: \$ _____

Grant Request Amount (Max \$50,000): \$ _____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since _____ (month/year)

Terms of Lease:

Lease Start Date: _____ Number of years: _____

How many new jobs will be created within 2 years of the project's completion? _____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	Total	Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
 - Description of the Project including renovations, improvements, and upgrades to existing facilities;
 - Description of planned occupancy; and
 - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
 - Information on the team completing the project, including:
 - Business Owner(s)
 - Property Owner(s)
 - Architects
 - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

Applicant's Signature

Date

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

EXHIBIT B
GRANT APPROVAL

Main Street Startup Grant Program

Exhibit B Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval

Company

Property Address: Address

Grant Amount: Up to \$add

Rental Assistance Grant Component: \$add

Business Improvement Grant Component: \$add

Minimum Required Match: Up to \$add

Total Business Improvement Grant and Minimum Required Match: Up to \$add
(Submitted receipts must total at least this amount.)

Total Project Costs: \$add

Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement

Approval Status: [X] Planned

Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement

Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement

Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. The applicant must complete the Scope of Work identified in the application and may change contractors/vendors for the same scope of work. Any change in Scope of Work requires review and approval by the Review Committee.
3. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
4. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
5. A project will have an Approval Status of "Planned". The date on all receipts submitted must be after the "Receipt Date" shown above.
6. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
7. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
9. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required

inspection approvals and that the receipts requirement has been met.

10. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
11. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
13. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.

EXHIBIT C
CERTIFICATE OF INSURANCE

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

Topic:

Review of Lease Holdover Extension: Department of Labor, Licensing and Regulation - 14 N. Potomac Street -- *Doug Reaser, Economic Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061025_WS_Lease_Holdover_DLLR.pdf

Description

Review of Lease Holdover -
Department of Labor,
Licensing and Regulation.



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: June 10, 2025

RE: Review of Lease Holdover – Department of Labor, Licensing and Regulation

Staff will attend the June 10, 2025 Mayor & Council Work Session to review a lease holder letter with the State of Maryland.

Background

Maryland Department of Labor, Licensing and Regulation currently leases approximately 11,140 square feet located at 2-6 N Potomac (Elizabeth Hager Center) from the City.

- Department of General Services has requested an additional extension of a holdover request of the lease from January 29, 2007.
- This will be the 6th holdover request as the 6-month term runs from February 1, 2025 – July 31, 2025. The new term will be from August 1, 2025 – January 31, 2026.
- Current rent is \$167,100 per year (\$15/ft). State and City are acting in good faith and all rental payments are current.

Staff seek direction from Mayor and Council on proceeding with the letter to extend the lease holdover.

Attachments: Holdover Letter, Draft Motion

c. Jill Thompson
Michelle Hepburn
Eric Deike
Jim Bender
Amanda Gregg



CITY OF HAGERSTOWN, MARYLAND

William B. McIntire
Mayor

One East Franklin Street • Hagerstown, MD 21740

E-mail: mayor@hagerstownmd.org

Telephone: 301.766.4161 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

June 17, 2025

Mrs. Ilona Ghine, Chief
Lease Management and Procurement Department of General Services
Office of Real Estate 300 W. Preston St., Suite 601
Baltimore, MD 21201

RE: DGS File 3231 Extended Holdover

Dear Mrs. Ghine:

Mayor and City Council of Hagerstown, Maryland, (hereinafter called the "Lessor"), and the State of Maryland, (hereinafter called the "Lessee") to use the Department of Labor, Licensing and Regulation, Division of Occupational Health, are parties to that certain Lease dated January 29, 2007 (the "Lease") for the lease of the building located at 14 N. Potomac Street, Hagerstown, Maryland.

Pursuant to the terms of Section 9.2 of the Lease, Lessee exercised its option to extend the term of the Lease for a period of six (6) months (the "Holdover Period"). The Holdover Period expired on July 31, 2023. Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted an additional extension of the holdover period for a period commencing on August 1, 2023, and ending January 31, 2024 (the "Additional Holdover Extension") and February 1, 2024, to July 31, 2024 (the "Third Holdover Extension"). Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted a fourth extension of the holdover period for a period commencing on August 1, 2024, and ending January 31, 2025 ("Fourth Holdover Extension").

Pursuant to the terms of Section 9.2 of the Lease, the Lessor granted a fourth extension of the holdover period for a period commencing on February 1, 2025, and ending July 31, 2025 ("Fifth Holdover Extension"). Pursuant to the terms of Section 9.2 of the Lease, the Lessor will grant a sixth extension of the holdover period for a period commencing on August 1, 2025, and ending January 31, 2026 ("Sixth Holdover Extension").

Sincerely,

CITY OF HAGERSTOWN

William B. McIntire
Mayor



REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: June 17, 2025

**TOPIC: Approval of a Motion: Lease Holdover Extension with Maryland
Department of Labor, Licensing and Regulation**

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

MOTION: I hereby move that the Mayor and City Council approve the attached holdover extension letter with Maryland Department of General Services for a lease at 2-6 N. Potomac Street, in Hagerstown, MD.

DATE OF INTRODUCTION:	N/A
DATE OF PASSAGE:	06/17/2025
EFFECTIVE DATE:	06/17/2025

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

Topic:

Follow-up on Amendment: Annexation Agreement Doub Farm - *Stephen R. Bockmiller, Deputy Director for Planning and Zoning Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:


ATTACHMENTS:

File Name	Description
Amended__Annexation_Agreement-_Doub_Farm-Stephen_R._Bockmiller__Deputy_Director_for_Planning_and_Zoning_Administration..pdf	Amended Annexation Agreement-Doub Farm



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP, Deputy Director for Planning and Zoning Administration

SUBJECT: Amended Annexation Agreement – Doub Farm

DATE: June 4, 2025

The pending Planned Unit Development - Regional (PUD-R) overlay district currently pending regarding the subject property is tied to the attached draft amended Annexation Agreement for this property.

The Doub Farm annexed with an annexation agreement that had conditions on how the property developed and on contributions required by the developer upon meeting certain thresholds. At the time, it was anticipated that the majority of the tract would be developed for a high intensity regional shopping center with apartments to the east of the site. Currently, the owners are showing a concept plan for a planned unit development (see parallel memo regarding the rezoning process for the concept plan). Given this change from a huge commercial center and the evolution of the City's ordinances since then, some of these conditions are no longer appropriate and if left unchanged, would block the development of the site in accordance with the overlay.

The agreement says the agreement may not be modified except by written agreement of both parties.

Attached you will find:

1. The existing Annexation Agreement, and
2. The draft Amended Annexation Agreement.

Staff notes that the language, as proposed does not compel the developer to build the connecting road to Dual Highway. It only requires the land to be annexed and the right of way dedicated within 10 years of the Phase 1 approval. If the development does not move forward with a Phase 2 (apartments, mixed use buildings, commercial and industrial space over 25,000 square feet) there is no mechanism herein to compel the road to be built. Staff notes this for the record and defers to the City Attorney as to whether the Annexation Agreement is the vehicle through which to ensure construction of the road. Conditions on the zoning overlay may be the more appropriate document and decision through which to address this issue.

Staff will discuss and answer questions at the Work Session on June 10, 2025.

Copy: Ann Rotz, City Attorney Jill Thompson, Director of Planning and Economic Development
Michelle Hepburn, Chief Financial Officer Doug Reaser, Economic Development Manager
Paul Flynn, Counsel to the Applicant Gordon Poffenberger, P.E., Fox and Associates

Attachments: Existing and Draft Annexation Agreements

EXISTING AGREEMENT

**ANNEXATION AGREEMENT
BETWEEN DOUB REAL ESTATE PARTNERSHIP, SHAOOL HOLDINGS LLC, DAY
ROAD BUILDING LLC, AND ROBIN BRAWNER AND TROY BRAWNER
AND THE CITY OF HAGERSTOWN, MARYLAND**

This ANNEXATION AGREEMENT (hereinafter "Agreement"), made this 23rd day of December, 2009, regarding a 141.69 acre aggregation of parcels defined below as the Property, by and between 1) Doub Real Estate Partnership ("Doub"), its successors and assigns, the owner of the 112.22 acre portion of the Property (the "Doub Farm"); 2) Shaool Holdings LLC and Day Road Building LLC (collectively, "Shaool"), and 3) Robin Brawner and Troy Brawner ("Brawner") and any and all of its or their assigns, purchasers, transferees, successors in interest and predecessors in interest (Doub, Shaool and Brawner hereinafter collectively "Petitioners"), and the City of Hagerstown, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter "the City").

WITNESSETH

WHEREAS, the Petitioners are the owners of several parcels of land, which together with certain road rights of way contain in the aggregate 141.69 acres of land, more or less, as more particularly described in the legal description attached hereto as Exhibit 1 and as shown on a plat attached hereto as Exhibit 2 (hereinafter collectively "the Property"); and

WHEREAS, the Property is adjacent and contiguous but outside the current existing corporate limits of the City; and

WHEREAS, the Petitioners have petitioned the City for annexation of the Property (hereinafter "the Petition"), pursuant to the City Code, Chapter 68 and the Maryland Code, Article 23A, §19; and

WHEREAS, the Petition has been determined to be in order and compliant with the City Code and the Maryland Code by the attorney for the City; and

WHEREAS, on January 29, 2008 the City of Hagerstown introduced a Resolution known as "Doub Property/A-2008-02" (hereinafter "the Resolution") for the annexation of property identified therein, and on April 22, 2008, Petitioners revised their Annexation petition to request zoning classifications of C-4 (Regional Shopping Center) and POM (Professional Office Mixed-Use) for their property; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a Public Hearing was held on April 22, 2008 on said Resolution; and

WHEREAS, a Second Amended Petition was filed by the Petitioners on March 24, 2009 and an Amended Resolution was introduced by the City of Hagerstown on August 25, 2009; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19, a second Public Hearing was held on October 27, 2009 on said Resolution, as amended; and

WHEREAS, the public hearings, both as originally scheduled and conducted, and as subsequently scheduled and conducted, were advertised in compliance with the Maryland Code, Article 23A, §19; and

WHEREAS, a copy of the public notice for the public hearing was provided to the governing body of the County, and regional, and State planning agencies having jurisdiction within the County; and

WHEREAS, an annexation plan was developed by the City and provided to the governing body of Washington County, the State Department of Planning and any regional and State planning agencies having jurisdiction within the County at least 30 days prior to the holding of the public hearing as required by the Maryland Code, Article 23A, §19(o)(3)(i); and

WHEREAS, the City Council of Hagerstown and the Mayor of Hagerstown held the

public hearings on April 22, 2008 and October 27, 2009 and thereafter considered and approved the Resolution as amended, subject to certain conditions set forth in the Resolution as amended and subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the Maryland Code, Article 23A, §19(e), the annexation was made effective forty-five (45) days after the enactment of the Resolution; and

WHEREAS, no petition for referendum on the Resolution was received by the City meeting the requirements of the Maryland Code, Article 23A, §19(f) or (g) and, therefore, the Resolution became final after expiration of forty-five (45) days after its enactment, subject to execution of this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof
2. The Property shall be subject to municipal taxes as follows:
 - A. City of Hagerstown municipal real property taxes (hereinafter referred to as "City taxes") shall not be imposed on any of the properties presently owned by Shaool or Brawner (singularly, an "Individual Property" and collectively, the "Individual Properties") until the first to occur of the following:
 - i. Title to an Individual Property is conveyed from the current owner to a subsequent owner by arms length transaction for monetary consideration; or
 - ii. An Individual Property receives any municipal service from the City not being provided as of the date of this Agreement; or
 - iii. Five (5) years from the date such Individual Property is accepted for and approved for annexation by the City.
 - B. City Taxes shall not be imposed upon the Doub Farm until the first to occur of the following:
 - i. A site plan that allows for the development of all or any part of the Doub

Farm is approved by the City, and either 1) the Board of County Commissioners of Washington County have given express approval to the City's zoning classification for the Doub Farm, 2) such express approval is not required in order to commence development of the use established by said site plan, or 3) if such express approval is required for the proposed development, but not given, five (5) years have elapsed from the date this annexation is adopted by the City; or

- ii. The title to the Doub Farm or any part thereof is conveyed to another entity by arms length transaction for monetary consideration (this provision is not intended to apply to the conveyance of any portion of the Doub Farm to governmental agencies or interfamily transfers which are not related to the development of the Doub Farm); or
- iii. Five (5) years from the date the Doub Farm is accepted for and approved for annexation by the City unless the City changes the zoning of the Doub Farm during this 5 year period without Doub's consent, in which case the 5 year period will be from the date such zoning change is final.

3. The Petitioner(s) or developers of the Property shall contribute to the City an annual contribution of \$.05 per gross square foot of newly developed commercial or office building area located on the Property, with such contributions beginning upon issuance of the first certificate of occupancy, not to be less than \$20,000 per annum for such initial contribution, for a period of five (5) years; it being agreed that the owner(s) or developer(s) of the building being constructed and for which the certificate of occupancy is issued shall be responsible for the payment of the required contribution for such building. Subject to the foregoing provisions, as further development occurs, regardless of timing, such contribution for that further development will commence upon the issuance of additional certificates of occupancy, at the same rate of \$.05 per gross square foot (reduced by any gross square foot overpayment under the initial contribution resulting from the payment of the \$20,000 minimum), and will continue for a period of five (5) years per building. This contribution shall be used by the City to promote and market the redevelopment of downtown Hagerstown.

4. The development of the Doub Property shall include a forty foot (40') vegetated buffer where it abuts existing residential development (to be measured from the Property's boundary line if abutting a public street), or greater than forty feet (40') to the extent required by applicable regulation. Sculpted berms and vegetative buffers along the Doub Property boundaries shall be provided as deemed appropriate by the City of Hagerstown Planning Commission.

5. All traffic improvements shall be developed in conjunction with the State Highway Administration, Washington County, and the City of Hagerstown.

6. If any outparcels are to be created along Interstate 70 or U.S. Route 40, any proposed building located on any such outparcel will be treated and reviewed architecturally on all four sides of such building, with primary façade treatment along such highways.

7. At the request of the City, the Petitioners or developer(s) of the Property, individually or collectively, upon completion of 120,000 square feet of retail space on the Doub Farm, shall contribute two (2) buses to the City for the purpose of (i) transporting visitors to the development between it and downtown Hagerstown, and (ii) shuttling City residents to the development for employment.

8. The Petitioners or developer(s) of the Property, individually or collectively, agree to work with the City and Washington County government to establish a second means of access to the Property.

9. This Agreement is contingent upon approval by the City Council of the Resolution and its passage in any referendum pursuant to the Maryland Code, Article 23A, §19(f) or (g); the City Council's approval of the terms and conditions of this Agreement; and the

execution of this Agreement.

10. The Agreement becomes effective only if and on the date that the Resolution becomes finally and legally effective pursuant to the Maryland Code, Article 23A, §19(e) or (l).

11. This Agreement may be signed in counterparts.

12. This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

13. This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed. Notwithstanding the foregoing to the contrary, nothing in this Agreement shall be construed to preclude the City from including the Property or any portion thereof in a special taxing district, public facility district or similar taxing district for the purpose of financing public infrastructure, or from requiring the Petitioners or their successors and/or assigns from participating in a road club or other public infrastructure improvement body, subject, however, to the time limitations set forth in Paragraph 2, above.

14. This Agreement may not be modified except in a written agreement signed by both parties.

15. In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed-upon by the parties or if unable to agree, assigned by the American Arbitration Association.

16. In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court of Maryland for Washington County.

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

Elaine M. Bell

DOUB REAL ESTATE PARTNERSHIP

By: *[Signature]* (SEAL)
JAMES C. DOUB,
Managing General Partner

12/21/09
Date

Shabille L. Shaool

SHAOOL HOLDINGS LLC

By: *[Signature]* (SEAL)
SASSON E. SHAOOL, Member

12/17/09
Date

Michelle E. Shao

DAY ROAD BUILDING LLC

By: *Michelle E. Shao* (SEAL)
SASSON E. SHAOOL, Member

12/17/09

Date

Robin Brawer

Robin Brawer (SEAL)
ROBIN BRAWNER

12/17/09

Date

Troy Brawer

Troy Brawer (SEAL)
TROY BRAWNER

12/17/09

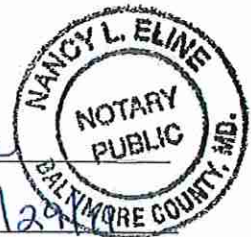
Date

STATE OF MARYLAND, COUNTY OF BALTIMORE :

I HEREBY CERTIFY, that on this 21st day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared James C. Doub, known to me (or satisfactorily proven) to be the Managing Partner of Doub Real Estate Partnership, a Maryland general partnership, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Nancy L. Eline
Notary Public
My Commission Expires: 11/29/11

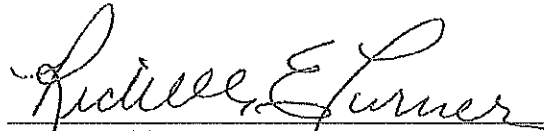


STATE OF MARYLAND, COUNTY OF

:

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Shaool Holdings LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

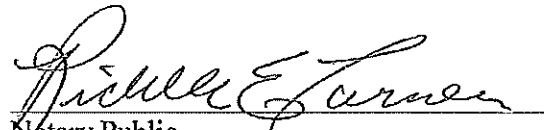

Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF

:

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Sasson E. Shaool, known to me (or satisfactorily proven) to be a member of Day Road Building LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF

:

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robin Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richard E. Turner
Notary Public
My Commission Expires: May 15, 2011

STATE OF MARYLAND, COUNTY OF

:

I HEREBY CERTIFY, that on this 17th day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Troy Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Richard E. Turner
Notary Public
My Commission Expires: May 15, 2011

WITNESS:

Dana H. Spickler

CITY OF HAGERSTOWN

Robert E. Bruchey, II (SEAL)
By: Robert E. Bruchey, II, Mayor

December 23, 2009
Date

STATE OF MARYLAND, COUNTY OF

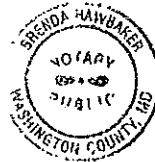
:

I HEREBY CERTIFY, that on this 22 day of December, 2009, before me, the undersigned Notary Public of said State, personally appeared Robert E. Bruchey, II, known to me (or satisfactorily proven) to be the Mayor of the City of Hagerstown named in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Brenda Hawbaker
Notary Public
My Commission Expires: 3/24/2013

B0920750.DOC



Brenda Hawbaker
NOTARY PUBLIC
Washington County
State of Maryland
My Commission Expires
March 24, 2013

**AMENDED AND RESTATED
ANNEXATION AGREEMENT**

This AMENDED AND RESTATED ANNEXATION AGREEMENT (hereinafter “Agreement”), made this _____ day of _____, ~~2024~~2025, regarding a 141.69 acre aggregation of parcels defined below as the Property, by and between 1) Doub Real Estate LLC, successor to Doub Real Estate Partnership (“Doub”), ~~it successors and assigns~~, the owner of the 112.22 acre portion of the Property referenced as Md tax account 17-032739 (the “Doub Farm”); 2) Shaool Holdings LLC the owner of 2019 and 2049 Day Road, and Day Road Building LLC the owner of 2053 Day Road (Shaool Holdings LLC and Day Road Building LLC hereinafter collectively, “Shaool”), and 3) Troy Brawner (“Brawner”), the owner of 2059 and 2063 Day Road, successor to Troy and Robin S. Brawner, and any and all of its or their assigns, purchasers, transferees, successors in interest and predecessors in interest (Doub, Shaool and Brawner hereinafter collectively “Owners”), and the City of Hagerstown, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter “the City”).

WITNESSETH

WHEREAS, the Owners are the owners of several parcels of land, which, together with certain road rights of way, contain in the aggregate 141.69 acres of land, more or less, as more particularly described in the legal description attached hereto as Exhibit 1 and as shown on a plat attached hereto as Exhibit 2 (hereinafter collectively “the Property”); and

WHEREAS, the Property is within the municipal boundaries of the City, having been annexed pursuant to Amended Resolution No. R-08-01, with an effective date of February 5, 2010; and

WHEREAS, the Parties executed that certain Annexation Agreement Between Doub Real Estate Partnership, Shaool Holdings LLC, Day Road Building LLC, and Robin Brawner and

Troy Brawner and the City of Hagerstown, Maryland, dated December 23, 2009, related to the annexation of the Property, which they now mutually desire to amend and restate in its entirety; and

WHEREAS, the parcels that were in 2009 owned by Robin Brawner and Troy Brawner and were annexed into the City as part of the Property, have since been conveyed to and are now solely owned by Troy Brawner; and

WHEREAS, consistent with Md. Code Ann., Local Government Art. 4-416, the City now has exclusive jurisdiction over planning, subdivision control, and zoning of the Property, and may allow development of the Property for land uses substantially different than could be granted in accordance with the zoning classification applicable at the time of the annexation; and

WHEREAS, at the time of the annexation, it was believed that the Property would be suited for high-intensity destination commercial center with nearly 900,000 square feet of retail and entertainment uses, a 120 room hotel and 210,000 square feet of office space; however, in the ensuing decade the developer under contract at the time of annexation withdrew from the project and efforts to market the Property for these purposes have been unsuccessful, leading all interested parties to conclude that the market will not support development consistent with the commercial-focused concept that was proposed at the time of annexation; and

WHEREAS, the Owners believe that the market will support the development of the Property as a Planned Unit Development consisting of approximately 60% residential uses, which shall be a combination of single family, townhouse, and multi-family units and a portion of which will be owner-occupied, and commercial, and industrial uses, the details of which are to be developed consistent with the design standards set forth in the City's Land Management

Code, Building Code, and Fire Code, which will ensure compatibility of uses both internal to the Property and with pre-existing adjacent uses.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the parties deem to be good and sufficient, the parties do hereby agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The Owners shall proceed in due course and with reasonable diligence to design and apply to the City for approval of a planned unit development encompassing the entire Doub Property Farm, in accordance with the ordinary procedures and standards applicable under the City Land Management Code. This Agreement does not imply the pre-approval of said application, nor does it ensure that City approval of any specific application shall be granted. No specific conditions or contributions for said planned unit development are mandated or implied herein, but shall be considered and addressed as part of the planned unit development application process in the ordinary course.
3. All traffic improvements shall be developed in conjunction with the State Highway Administration, Washington County, and the City of Hagerstown. The Owners agree to work with the City and Washington County government to establish a means of access to the Property from the Dual Highway, as well as Landis Road. A connection to the Dual Highway is required for development of the Doub Farm. The timing of the required connection to the Dual Highway shall be controlled by the conditions of approval in the PUD overlay, which shall (a) allow the construction of up to 415 residential units and up to 25,000 sq. ft. of industrial use ("Phase I") before the Dual

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Highway connection is established, (b) require the annexation and dedication of the land necessary for the Dual Highway connection no later than the 10th anniversary of the Phase 1 approvals, and (c) require that the Dual Highway connection be built prior to the issuance of use and occupancy permits for any commercial use, for more than 415 residential units, or for more than 25,000 square feet of industrial use. If

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commercial development proceeds without a PUD overlay, the Dual Highway connection shall be required to be made in conjunction with the site plan and permitting process with access complete by the first commercial U&O permit.

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4. This Agreement may be signed in counterparts.
5. This Agreement will be construed and governed in its performance by the laws of the State of Maryland.
6. This Agreement represents the entire agreement between the parties and supersedes all prior agreements concerning the Property. There is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated.
7. This Agreement may not be modified except in a written agreement signed by both parties.
8. In the event of a dispute between the parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed-upon by the parties or if unable to agree, assigned by the American Arbitration Association.
9. In any lawsuit arising out of this Agreement, the parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties

regarding this Agreement shall be the Circuit Court of Maryland for Washington
County.

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

DOUB REAL ESTATE PARTNERSHIP

By: _____ (SEAL)
JAMES C. DOUB,
Managing General Partner

Date

SHAOOL HOLDINGS LLC

By: _____ (SEAL)
SASSAN E. SHAOOL, Member

Date

DAY ROAD BUILDING, LLC

By: _____ (SEAL)
SASSAN E. SHAOOL, Member

Date

TROY BRAWNER (SEAL)

Date

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the undersigned Notary Public of said State, personally appeared James C. Doub, known to me (or satisfactorily proven) to be the Managing Partner of Doub Real Estate Partnership, a Maryland general partnership, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the undersigned Notary Public of said State, personally appeared Sassan E. Shaoool, known to me (or satisfactorily proven) to be a member of Shaoool Holdings LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the undersigned Notary Public of said State, personally appeared Sassan E. Shaoool, known to me (or satisfactorily proven) to be a member of Day Road Building LLC, a Maryland limited liability company, named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

[Faint, illegible handwritten text, possibly a signature or date]

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the undersigned Notary Public of said State, personally appeared Troy Brawner, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

WITNESS:

CITY OF HAGERSTOWN

By: Tekesha Martinez, Mayor

Date

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, the undersigned Notary Public of said State, personally appeared Tekesha Martinez, known to me (or satisfactorily proven) to be the Mayor of the City of Hagerstown, named in the foregoing instrument, and acknowledged that she executed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

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

Topic:

Follow-up on PUD-R Overlay Proposal: Doub Farm Zoning Amendment - *Stephen R. Bockmiller, Deputy Director for Planning and Zoning Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pud-R_OverlayProposal_-_Doub_Farm_-_Landi.pdf
Doub_Farm_Map_PUD_Overlay.pdf


Description

Pud-R OverlayProposal -
Doub Farm - Landis Road-
Map: Doub Farm PUD



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

DATE: June 4, 2025

SUBJECT: PUD-R Overlay Proposal – Doub Farm – Landis Road

ACTION REQUESTED: Discussion and Direction Regarding Approval of Overlay Zoning District

BACKGROUND:

The Mayor and City Council conducted a public hearing on this matter on March 25, at which a number of persons testified. The record was left open for 10 days, and additional comments were provided by members of the public and those comments were forwarded to under a memorandum dated April 8. Also on that date, the Mayor and City Council discussed the testimony provided, expressed concern with certain elements of the plan, and some discussion was had regarding a possible desire by some members to engage in discussions with the applicant regarding changes to the plan or discussion of certain concerns raised. Staff has sought guidance from the City Attorney on the elected body's role in the process, given that the Ordinance was amended in recent years and this is the first PUD application the city has received in years.

THE ROLE OF THE MAYOR AND CITY COUNCIL IN THIS PROCESS:

Having conducted a public hearing and left the record open for a specified time, the elected body will need to determine whether to move forward with the overlay, with or without conditions, based on the material in the record.

In order to discuss substantial changes to the plan with the developer, the record would need to be reopened to allow the developer to submit revised plans and allow the public to comment on those revisions.

When the Ordinance was amended to revise the PUD process, the new ordinance channeled the elected body's role to three decisions:

1. Does the proposal meet the specific performance standards called out in the Land Management Code?
2. Are the zoning constraints being proposed (lot sizes, building setbacks, mix of uses, maximum building heights) acceptable?
3. Is the general layout and design of the development acceptable?

The Ordinance channels the elected body to set the zoning for the overlay. Then, with that in place, the development will be required to comply with all other requirements in the City's, County's and State's ordinances to develop the property as if the overlay was the base zoning of the property. The development will be required to comply with all requirements as if the overlay was the base zoning. This includes, but is not limited to things such as stormwater management, schools (moot point as the City has no Adequate Public Facilities Ordinance), provision of water and wastewater services and improvements necessary to upgrade surrounding existing roads (including ultimate configuration of the design of a new intersection on Dual Highway).

Regarding the first of the three points mentioned on page 1, attached to this memo is an outline of the performance standards that the elected body needs to address in the form of a draft "findings of fact." It is provided in this format so that the Mayor and City Council can work through addressing those requirements in an orderly manner and reach a decision based on those criteria. Staff may provide some background commentary for the Mayor and Council's information. That commentary will be shown in underlined and italicized text.

THE OPTIONS AVAILABLE TO THE MAYOR AND CITY COUNCIL:

If the overlay is to be approved, the Annexation Agreement will first need to be amended. I address this under a separate memorandum on that issue. If the elected body chooses to do so, it can approve the zoning overlay immediately after the Annexation Agreement revision is approved. But changes to the Annexation Agreement would need to be in place first to affect the overlay.

Regarding the overlay, there are three options:

1. Deny based on criteria - After developing findings of fact based on the required criteria in the ordinance, deny the application. If the application is denied, the Zoning Map is not amended and there is no need to introduce an ordinance to do so.
2. Remand proposal back to the Applicant and Planning Commission with instructions - If the Mayor and City Council have substantial concerns with the plan and are unwilling to approve it without substantial changes, it can remand the proposal back to the applicant and the Planning Commission with instruction to address specific concerns. Staff would defer to the City Attorney on the details of process, but Staff believes the Planning Commission would need to rehear the application and forward a new recommendation to the elected body. The Mayor and City Council's record would need to be reopened in some format to enter new material and testimony into the record. I defer to the City Attorney for the details of how that would proceed.
3. Approve without major changes and with or without conditions - After developing findings of fact based on the required criteria in the ordinance, approve the application without major changes, with or without conditions. If the elected body determines to approve the overlay, an ordinance would be introduced at an upcoming regular meeting to amend the Zoning Map to reflect the amendment.

Staff will discuss and answer any questions at the work session on June 10, 2025.

Copy: Ann Rotz, City Attorney Jill Thompson, Director of Planning and Economic Development
 Michelle Hepburn, Chief Financial Officer Doug Reaser, Economic Development Manager
 Paul Flynn, Counsel to the Applicant G. Poffenberger, Fox and Associates

Attachments: Findings of Fact Worksheet and Concept Plan

WASHCO DEVELOPMENTS, APPLICANT * BEFORE THE MAYOR AND
IN THE MATTER OF A PUD-R ZONING OVERLAY * CITY COUNCIL OF THE
"DOUB FARM" – CASE ZM-2024-04 * CITY OF HAGERSTOWN

* * * * *

PRELIMIARY DRAFT FOR THE PURPOSE OF OUTLINING CRITERIA FOR DISCUSSION

FINDINGS OF FACT

1. INTRODUCTION

The Applicant has applied for the approval of a zoning overlay in accordance Article 4 (Zoning Ordinance) of the Land Management Code of the City of Hagerstown. The Mayor and City Council conducted a public hearing in accordance with the law on March 25, 2025. The Applicant was represented by Paul Flynn, Attorney at Law. The record was left open for 10 days, within which additional material was provided by the Applicant and additional commentary was provided by the public. The Planning Commission conducted a public review meeting as required and forwarded a recommendation to the Mayor and City Council that the application be denied.

2. FINDINGS OF FACT

The Land Management Code sets forth certain requirements by which to evaluate applications for PUD Overlay districts. This Body is required to make findings regarding those requirements in rendering a decision in this matter. The Mayor and City Council of Hagerstown makes the following Findings regarding this matter:

Article 4, Section J.1.e (page 4-61):

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. (rest of citation omitted for brevity).

Article 4, Section J.1.f(1) (page 4-62):

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... 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.

Staff note: The plan contains all of these requirements. A draft forest stand delineation has been submitted.

Article 4, Section J.1.j (3) through (6) (page 4-65 to 67):

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

- (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.

Staff Note: As envisioned when developed, the RSFP was contemplated as a "main street" mixed use environment. However, the Ordinance was written to be flexible and this development proposes a central "village green" with homes with no front yard parking or garages facing it as the RSFP. The Mayor and Council will need to determine whether this configuration meets this requirement of the Ordinance.

(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.

Staff Note: As mentioned earlier, this provision was framed to allow hardscaped areas in a main street environment to be included in open space calculations.

- (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.

Staff Note: "Recreational Needs" is a subjective term. Open space can be passive, cultural or active in nature. It is not automatically defaulted to an active "ballfields" type of open space, and the provision was left generalized to allow for creativity in designing dense, pedestrian-friendly village-type environments. Regardless, it is for the Mayor and City Council to determine whether "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.

Staff Note: The Planning Commission cited in its recommendation for denial that this development 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.

NOTES

- CITY UNIQUE I.D. NUMBER: 88-02-01
- COUNTY TAX MAP 58 GRID 3 PARCEL 149
- ELECTION DISTRICT 17
- SITE LIES WITHIN THE CITY OF HAGERSTOWN CORPORATE BOUNDARY AND IS ZONED "CR" - COMMERCIAL. REGIONAL DISTRICT REFERENCE INDICATOR PLAT DATED JULY 9, 2010 AND RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND AS PLAT #479-480.
- LOT LINES SHOWN ARE IN AGREEMENT WITH FIELD SURVEYS PERFORMED BY FOX AND ASSOCIATES, INC. HORIZONTAL DATUM IS MARYLAND COORDINATE SYSTEM OF 1983 (MAD83(2011)). VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM - NAVD 83(EGD 18).
- THE TOPOGRAPHIC INFORMATION DEPICTED ON THE PLAN IS FROM AN AERIAL PHOTOGRAMMETRY.
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN "ZONE-X, OTHER FLOOD AREAS", AS SHOWN ON F.E.M.A. FLOOD INSURANCE MAP (FROM COMMUNITY PANEL NO. 03060 (MAP NO. 24043C03060)), HAVING AN EFFECTIVE DATE OF AUGUST 12, 2017 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. "ZONE-X, OTHER FLOOD AREAS" DENOTES AREA OF MINIMAL FLOOD HAZARD.
- SIDEWALKS AND OPEN SPACE SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- HOME BUSINESSES AND IN-HOME CARE WILL BE SUBJECT TO THE ACCESSORY USE PROVISIONS OF THE ORDINANCE AS OTHER RESIDENTIAL USES.
- TRASH CANS ARE TO BE STORED IN GARAGES, AND SHALL NOT BE LEFT OUTSIDE BEYOND COLLECTION TIMES.
- PROPOSED BUILDING SETBACKS ARE AS FOLLOWS:
SINGLE FAMILY LOTS - FRONT: 15 ft. SIDE: 5 ft. REAR: 20 ft.
TOWNHOUSE LOTS - FRONT: 15 ft. SIDE: 5 ft. REAR: 20 ft.
TOWNHOUSE (S.F.P.) - FRONT: 15 ft. SIDE: 8 ft. REAR: 30 ft.
SEE CHART FOR BULK REQUIREMENTS.
- THE OWNER DOES NOT WISH TO EXCLUDE ANY USES WITHIN THE COMMERCIAL ELEMENTS OF THE PUD THAT ARE LISTED AS PERMITTED IN SECTION 2 OF THE ZONING ORDINANCE IN THE PUD-R.

- WATER AND SEWER SERVICE TO THE PROPOSED LOTS IS REQUIRED. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF HAGERSTOWN. APPLICATION FOR PROPOSED SERVICE(S) WILL NEED TO BE MADE AS PART OF THE SITE PLAN APPROVAL PROCESS.
- ACCESSORY USES ALLOWED WITHIN THE PUD-R SUBDIVISION:
A. USES AND STRUCTURES CUSTOMARILY ACCESSORY AND INCIDENTAL TO ANY PRINCIPAL PERMITTED USE OR AUTHORIZED SPECIAL EXCEPTION USE.
B. HOME WORKSTATIONS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO THE SAME REGULATIONS AS OTHER DWELLINGS IN THE CITY OF HAGERSTOWN AS DELINEATED IN ARTICLE 4 OF THE LAND MANAGEMENT CODE OF THE CITY OF HAGERSTOWN. HOME WORKSTATIONS SHALL BE SUBJECT TO THE REQUIREMENTS OF SUBSECTION 4.10 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.
C. HOME DAY-CARE OF UP TO EIGHT (8) CHILDREN, AS LICENSED BY THE STATE OF MARYLAND AS AN ACCESSORY USE TO A DWELLING WILL BE SUBJECT TO THE SAME REGULATIONS AS OTHER DWELLINGS IN THE CITY OF HAGERSTOWN AND AS DELINEATED IN THE LAND MANAGEMENT CODE OF THE CITY OF HAGERSTOWN.
- ALL USES WITHIN THE PUD OVERLAY SHALL BE 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 11 OF THE ZONING ORDINANCE.
- REQUIREMENTS FOR FENCING ON RESIDENTIAL PROPERTIES IN THE PUD-R DISTRICT SHALL BE THE SAME AS IS REQUIRED FOR ALL RESIDENTIAL PROPERTIES, PER SECTION 1.1 OF THE CITY OF HAGERSTOWN ZONING ORDINANCE.
- ALL INDUSTRIAL USES SHALL BE SUBJECT TO THE INDUSTRIAL PERFORMANCE STANDARDS DELINEATED IN THE CITY OF HAGERSTOWN ZONING ORDINANCE SECTION 11.20.

UNIT/AREA BREAKDOWN

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

TOWNHOME PARKING TABULATION

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

DOUB FARM BULK REQUIREMENTS

LAND USE	ALL STRUCTURES MINIMUM FRONT SETBACK (see note)	PRINCIPAL STRUCTURE MINIMUM SIDE SETBACK (feet)	PRINCIPAL STRUCTURE MINIMUM REAR SETBACK (feet)	PRINCIPAL STRUCTURE SETBACK FROM EXCLUSIVELY RESIDENTIAL USE (feet)	MAXIMUM BUILDING HEIGHT (feet)	MINIMUM ACCESSORY STRUCTURE USE SIDE SETBACK (feet)	MINIMUM ACCESSORY STRUCTURE USE REAR SETBACK (FEET)	MINIMUM LOT WIDTH (feet)
SINGLE FAMILY	15	5	20	—	35 feet OR 3 stories	5	5	60
GARAGE TOWNHOUSES	22 foot BUILD-TO-FRONT OF BUILDING ONLY 8 ft ON SIDE STREET	5	20	—	35 feet OR 3 stories	4	5	20
REAR PARKING TOWNHOUSES	5 foot BUILD-TO, FRONT, 8 ft ON SIDE STREET	8	30	—	35 feet OR 3 stories	4	5	20
MULTI-FAMILY	10	15	30	—	60 feet OR 5 stories	5	5	100
MIXED USE	10	10	20	100	100 feet	10	10	NONE
COMMERCIAL/INDUSTRIAL	25	20	30	100	60 feet	10	10	NONE
OPEN SPACE / RECREATION SWM / FOREST CONSERVATION	20	10	20	Not Applicable	25 feet	10	20	NONE

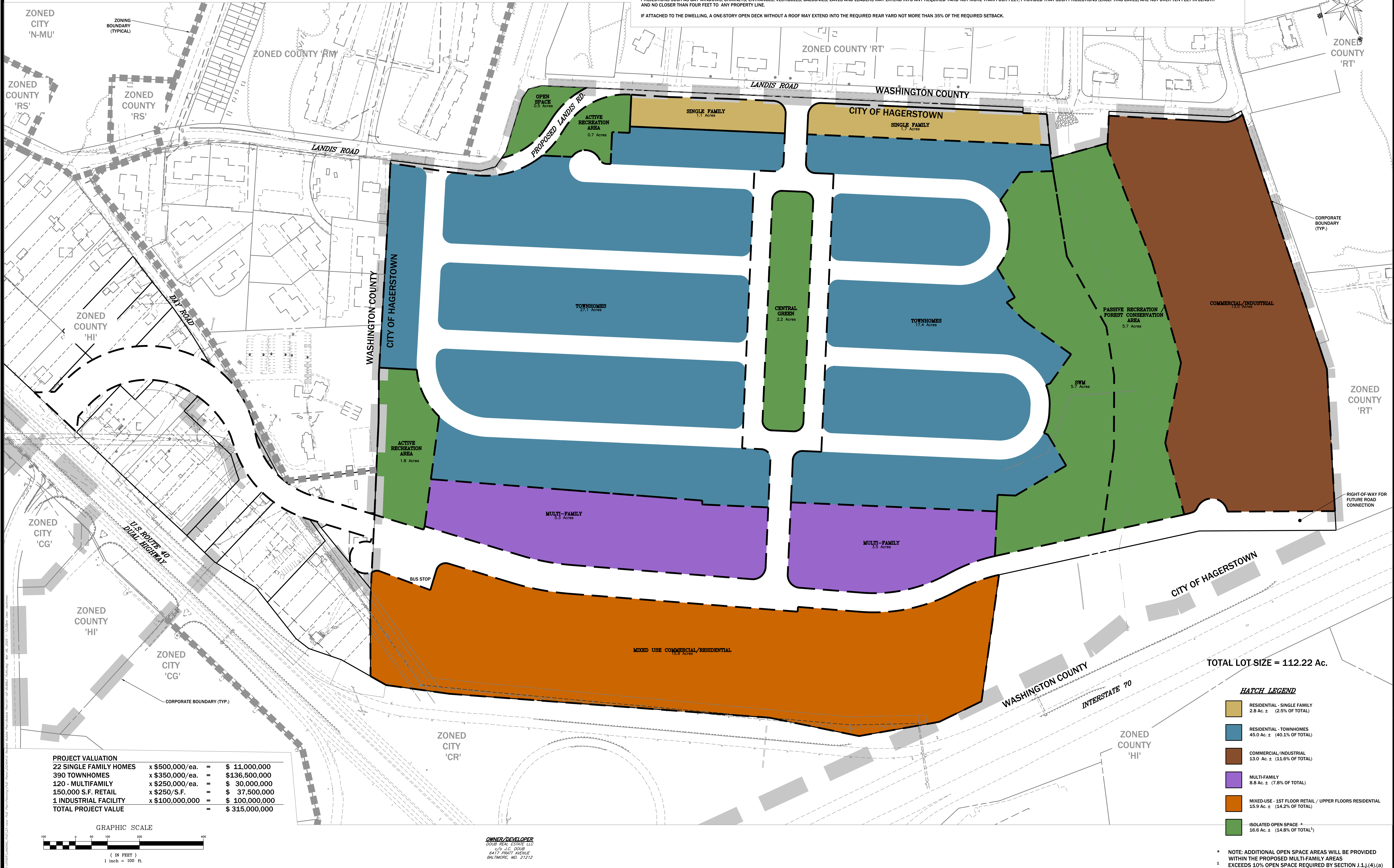
UNLESS OTHERWISE NOTED, ALL PUBLIC STREET FRONTAGES REQUIRE COMPLIANCE WITH FRONT SETBACK/BUILD-TO REQUIREMENTS IN COLUMN 2, ABOVE.

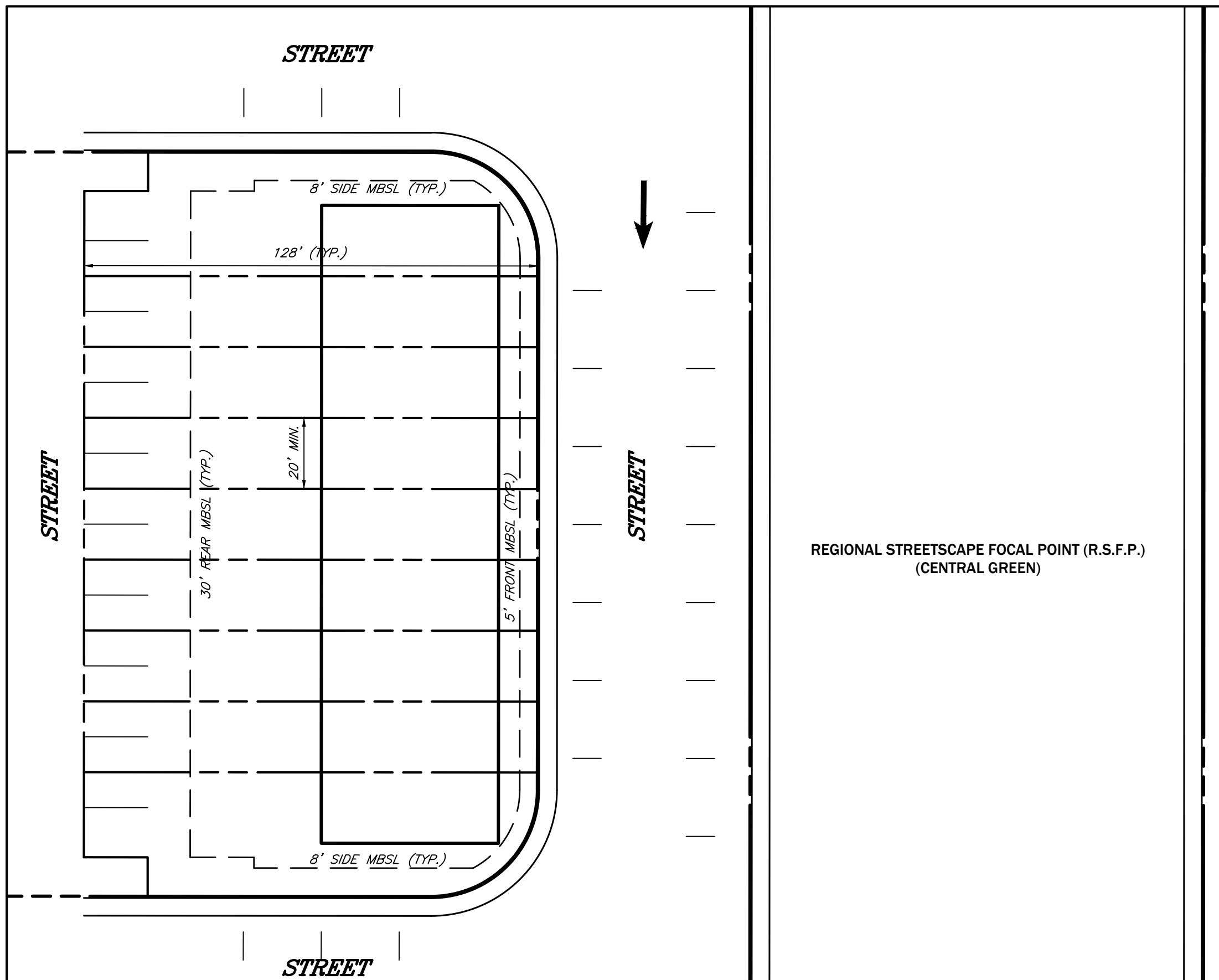
FENCING SHALL COMPLY WITH THE REQUIREMENTS OF THE ZONING ORDINANCE IN EFFECT AT THE TIME OF A REQUEST FOR A FENCE PERMIT APPLICABLE TO ALL OTHER FENCES IN THE CITY'S JURISDICTION. FENCING OF THE CENTRAL GREEN OPEN SPACE WITH ORNAMENTAL FENCING SHALL BE PERMITTED WITH A ZERO SETBACK FROM STREETS, UP TO 5 FEET IN HEIGHT, PROVIDED DRIVER VISIBILITY IS MAINTAINED AT INTERSECTIONS.

IF ATTACHED TO THE MAIN BUILDING, A ONE-STORY OPEN PORCH, WITH OR WITHOUT A ROOF, MAY EXTEND INTO A FRONT YARD NOT MORE THAN 30% OF THE EXISTING FRONT YARD DEPTH.

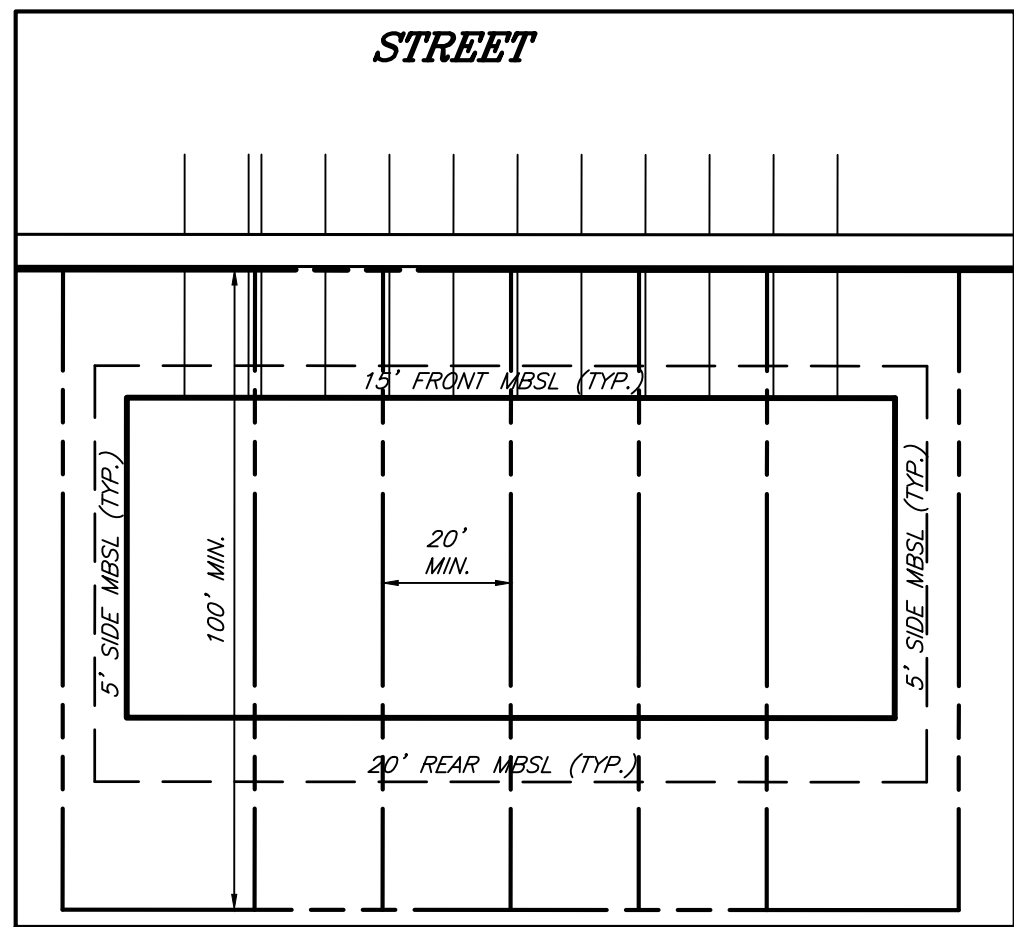
PROJECTIONS SUCH AS BAY WINDOWS, CHIMNEYS, ENTRANCES, VESTIBULES, BALCONIES, EAVES AND LEADERS MAY EXTEND INTO ANY REQUIRED YARD NOT MORE THAN FOUR FEET, PROVIDED THAT SUCH PROJECTIONS (EXCEPTING EAVES) ARE NOT OVER TEN FEET IN LENGTH AND NO CLOSER THAN FOUR FEET TO ANY PROPERTY LINE.

IF ATTACHED TO THE DWELLING, A ONE-STORY OPEN DECK WITHOUT A ROOF MAY EXTEND INTO THE REQUIRED REAR YARD NOT MORE THAN 35% OF THE REQUIRED SETBACK.

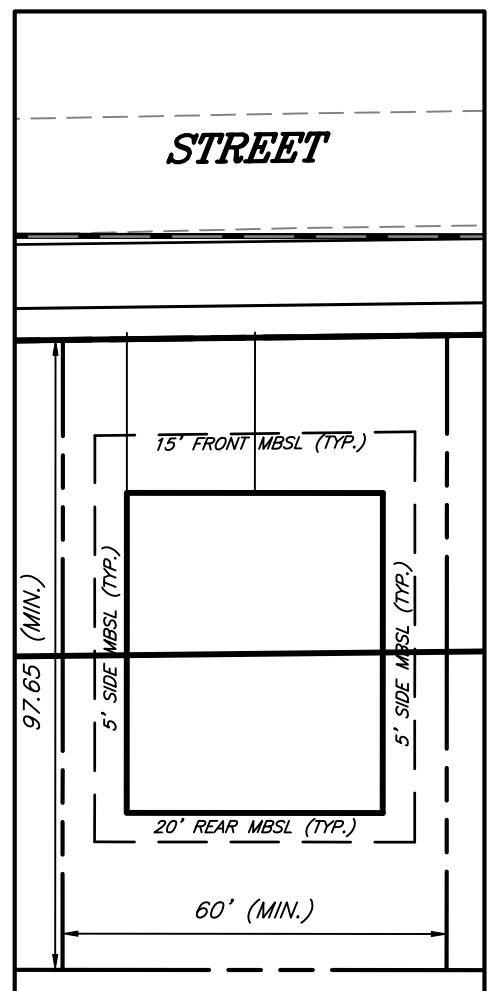




TYPICAL TOWNHOUSE FRONTING ON R.S.F.P.
SCALE: 1" = 30'



TYPICAL TOWNHOUSE LAYOUT
SCALE: 1" = 30'



TYPICAL SINGLE FAMILY LOT
SCALE: 1" = 30'

MINIMUM REQUIREMENTS FOR FINISHED LIVING AREA SHALL COMPLY WITH ARTICLE 4.18 OF THE CITY OF HAGERSTOWN ZONING ORDINANCE.

EFFICIENCY UNIT: 400 SQUARE FEET.
ONE-BEDROOM UNIT: 500 SQUARE FEET.
TWO-BEDROOM UNIT: 650 SQUARE FEET.
THREE-OR-MORE BEDROOM UNIT: 900 SQUARE FEET.
EFFICIENCY UNIT WITH LIVE/WORK SPACE: 800 SQUARE FEET.
ONE-BEDROOM UNIT WITH LIVE/WORK SPACE: 1,000 SQUARE FEET.
TWO-BEDROOM UNIT WITH LIVE/WORK SPACE: 1,300 SQUARE FEET.
THREE-OR-MORE BEDROOM UNIT WITH LIVE/WORK SPACE: 1,600 SQUARE FEET.

NOTE:
ARCHITECTURAL EXAMPLES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. THESE EXAMPLES ARE PROVIDED TO SHOW GENERAL SIZE, SCALE, ROUGH DESIGN AND APPEARANCE. THESE EXAMPLES SHALL NOT TO BE INTERPRETED AS FINAL BUILDING ELEVATIONS FOR PROPOSED BUILDINGS. FINAL DESIGN WILL BE PROVIDED AS PART OF THE SITE PLAN APPROVAL PROCESS.



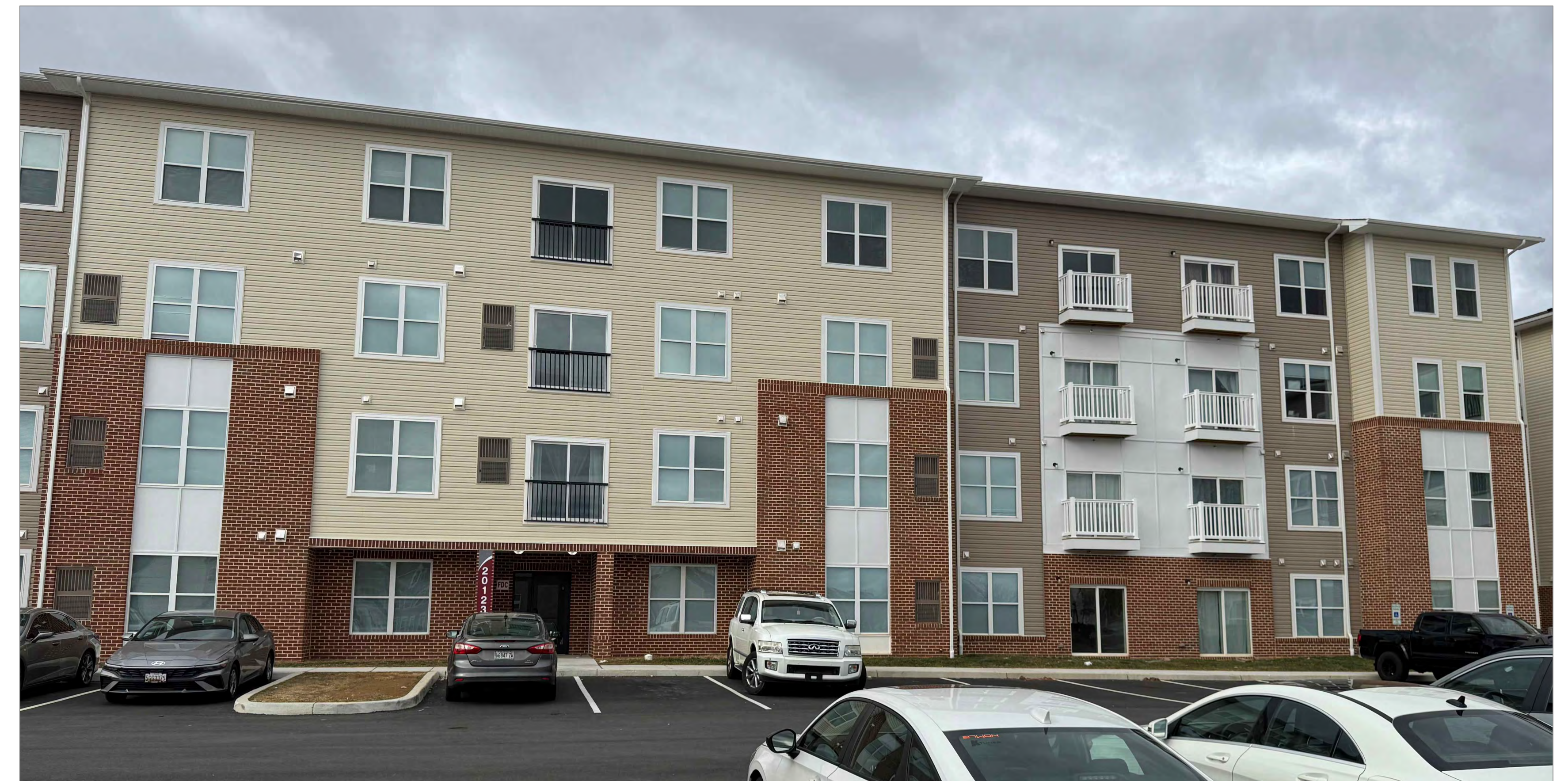
TYPICAL TOWNHOUSE ELEVATIONS



TYPICAL SINGLE FAMILY HOME ELEVATIONS



TYPICAL TOWNHOUSE ELEVATION



TYPICAL APARTMENT ELEVATIONS

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

Topic:

FY26 Community Legacy and Strategic Demolition Fund Applications – *Stephen Bockmiller, Deputy Director for Planning and Zoning Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description


FY26_Community_Legacy_and_Strategic_Demolition_Fund_Applications.pdf

Memo:
Community
Legacy/Strategic
Demo Fund
Applications



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

DATE: June 4, 2025

SUBJECT: Department of Housing and Community Development Grant FY26

Mayor and Council Action Requested

Mayor and Council authorization is needed to begin the process to submit FY 2026 applications to the State's Community Legacy Program (CL) and Strategic Demolition Fund (SDF) Program as well as adoption of a resolution in support of the City's applications. The deadline for grant applications is July 2, 2025.

DHCD's Community's Revitalization Assistance Program – Community Legacy & SDF

The goal of the programs are to provide funding to local governments and community development organizations for essential projects aimed at strengthening declining urban areas through a comprehensive approach that includes activities such as business retention and attraction, encouraging home-ownership and rehabilitation, and commercial revitalization. Projects must be consistent with the goals and strategies outlined the City's Sustainable Community Plan and the projects must be located in the city's Sustainable Community Area.

The Maryland Department of Housing and Community Development has \$8 million in CL funding and \$10 million in SDF funding for grant and loan awards around the State in FY 2026. Community Legacy funds may be used only for capital projects – bricks and mortar projects or loan/grant programs for brick and mortar projects. Projects must be ready to go and be completed within two years. The Strategic Demolition Fund may be used only for pre-construction costs of a project – acquisition, demolition, architectural and engineering services, site work, utility infrastructure, etc. While there is no matching requirement, the application needs to show that the project will leverage other funds.

Proposed FY 2026 Applications

Staff recommends applying to both the CL and SDF program for three City projects. The three projects are consistent with the Sustainable Community Plan and within the Sustainable Community Area. The project are detailed on the next page.

(Continued)

<i>Priority</i>	<i>Program</i>	<i>Project</i>	<i>Description</i>	<i>Grant Request</i>
1	Community Legacy	Middle Neighborhood Emergency Home Repair Grant Program	Targeting moderate income households with assistance of emergency home repairs, such as roofing and HVAC systems. 1:3 match.	\$150,000
2	Community Legacy	Strategic Properties Program	The Strategic Properties Program would serve as a targeted priority project grant fund to contribute to redevelopment of very challenging buildings and other large and underutilized properties in the sustainable community area. The funds would help with the acquisition, pre-development costs such as architectural and engineering services and renovation costs. Developer match	\$500,000
3	Community Legacy	Daycare Startup Assistance Grant Program	Provide funding for obtaining a daycare certificate from the State, which can include home improvements and safety installations. Assist in attracting new daycare services and expanding current daycare services in the City. Developer match.	\$250,000

Next Steps

If the Mayor and Council agree with the proposal, a resolution in support of the grant application would be on the June 17th agenda for approval. Staff will prepare the grant applications for the submission deadline.

Copy: Jill Thompson, Director of Planning and Economic Development
Amanda Gregg, Chief Housing & Community Development Officer, DHCD
Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budgeting Manager
Doug Reaser, Economic Development Manager
Department of Planning and Economic Development staff

Hagerstown's Community Legacy Awards Since 2013*

Year	Project	Award	Status
FY 2013	43-53 W Washington Street Acquisition	\$100,000	Completed
FY 2014	43-53 W Washington Street Rehabilitation	\$100,000	Completed
FY 2014	170 W Washington Street Rehabilitation	\$50,000	Completed
FY 2015	170 W Washington Street Rehabilitation	\$100,000	Completed
FY 2015	Acquisition/Rehabilitation of 278 South Prospect Street for Homeownership	\$100,000	Completed
FY 2016	Acquisition/Rehabilitation of Dwelling for Homeownership	\$150,000	Completed
FY 2016	Renovation of storefronts in Main Street Area (for City Center Retail/Restaurant Incentive Program)	\$50,000	Completed
FY 2017	Student Housing Project (#2)	\$200,000	Completed
FY 2017	Down Payment Assistance Program	\$50,000	Completed
FY 2017	Façade Grant Program for Commercial & Mixed-Use Buildings	\$25,000	Completed
FY 2019	UIP – Plaza construction and First Hose historic rehab	\$420,000	Completed
FY 2020	Student Housing Grant Program (#3)	\$200,000	Completed
FY 2021	Upper Floor Market Rate Housing Grant Program	\$200,000	Underway
FY 2021	Acquisition/Rehab Fund for Vacant & Blighted Buildings	\$150,000	Underway
FY 2021	Jonathan Street Neighborhood – DBHM acquisition and architectural services	\$325,000	Completed
FY 2022	Vacant White Elephant Buildings Program	\$200,000	Underway
FY 2024	Bring Storefronts up to Shell Condition	\$200,000	Underway
FY 2025	Middle Neighborhood Emergency Home Repair Grant Program	75,000	Underway
	TOTAL	\$2,495,000	

**\$2,371,000 awarded between 2002-2012 (\$515,000 of the awarded funds relinquished because projects were dropped)*

PCAD, 6/4/2025

Hagerstown's Strategic Demolition Fund Awards

Year	Project	Award	Status
FY 2018	UIP – Maryland Theatre Expansion (pre-construction)	\$300,000	Completed
FY 2018	UIP – BOE Expansion (pre-construction)	\$300,000	Completed
FY 2018	UIP – the Plaza (underground wiring)	\$300,000	Completed
FY 2019	UIP – the Plaza and the Maryland Theatre Expansion	\$900,000	Completed
FY 2020	Fire Line Vault Grant Program	\$125,000	Completed
FY 2022	Life Safety Infrastructure Grant Program	\$125,000	Nearly Complete
FY 2023	Field House – architectural design costs	\$250,000	Complete
FY 2023	M&T Bank Adaptive Re-Use	\$250,000	Underway
FY 2023	Re-use of Key Vacant Buildings (<i>DHCD Idea</i>) – Robert W. Johnson Center	\$500,000	In Process
FY 2025	Fire Suppression Grant Program	\$100,000	Underway
	TOTAL	\$3,150,000	

DPED, 6/4/2025

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

Topic:

After-School Program Funding Reallocation – *Chief Paul ‘Joey’ Kifer and Ashley Roush, Community Liaison Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

After_School_Program_Funding_Reallocation.pdf

Description

Memo: After School
Program Fund Reallocation



THE HOUSING AUTHORITY
OF THE
CITY OF HAGERSTOWN, MD

EXECUTIVE DIRECTOR SEAN GRIFFITH

June 4, 2025
Ashley Roush
Community Liaison Coordinator
Hagerstown Police Department
50 N. Burhans Blvd.
Hagerstown, MD 21740

Dear Ashley,

The Hagerstown Housing Authority appreciates and thanks the City of Hagerstown and Hagerstown Police Department for their continued support in operating the Parkside Pals Homework Program at the Suman Ave Community Center.

As we finalized the invoice for the Parkside Pals Homework Club, we noticed a remaining balance of \$4,968 in the approved budget. This surplus is primarily due to the non-submission of staffing hours for the Lead role, as well as additional savings from program donations.

For Purchase Order #20250546, I'd like to propose a change order to shift the \$4,968 from staffing to supplies. Once approved, these funds would be used to replace the tables and chairs that have been heavily used in the Homework Program over the years. Additionally, the Housing Authority plans to extend its marketing for the program throughout the Jonathan Street Community to ensure it reaches as many children as possible.

Thank you for considering the unique opportunity and for your continued support and partnership.

Best regards,

Dianne Rudisill

Dianne Rudisill
Director of Resident Services
Hagerstown Housing Authority



THE HOUSING AUTHORITY
OF THE
CITY OF HAGERSTOWN, MD

EXECUTIVE DIRECTOR
SEAN GRIFFITH

Revised 10/7/24

Proposal: For the City of Hagerstown to collaborate with the City of Hagerstown Housing Authority to continue the existing after school program located in the Community Building on Suman Avenue for the school year 2024-2025.

Overview of the project: An after-school program for grades K,1,2, and 3 will meet each Monday, Tuesday, Wednesday and Thursday from approximately 4:30pm until 6:30pm. The program will not meet on days that school is closed or when there is an early dismissal. The program will continue to operate in Park Side Community Building located on Suman Avenue. Although the targeted youth are K-3, the program does not turn any child away for homework assistance and often serves youth up to grades 5 and 6.

Purpose: Qualified staff will provide a supervised program for students in grades K-3 that will focus on homework assistance, enrichment opportunities, character building and life skills sessions. The program will ideally be supported by at least four staff, including a lead and three assistants. The model is for one staff per grade level. However, the program has operated with three staff, one lead and two assistants.

Mission: Dollars spent on "quality of life" youth-oriented programs are well worth the investment. Conclusions from a national study reported that:

1. Quality programs can markedly increase engagement in learning by providing students with opportunities for personal attention from adults, a peer group with positive aspirations, and hands-on activities that hold students' interest.
2. Students who are engaged in learning behave better in school, have better work habits, higher educational aspirations, and a better relationship with parents.
3. Positive effects extend to families and communities. Research indicated that investments in programs for youth are likely to have benefits that far outweigh the costs.

Staff roles and responsibilities:

1. The lead staff person will plan daily lessons and activities. The lead staff will be responsible for maintaining attendance sheets, monthly reports and program calendars. The lead will interact with the student's teachers to confirm assignments and areas needing improvement.
2. The support staff will assist with homework assignments; assist with planning special projects and activities. The support staff will take direction from the lead staff. Support staff will report planned or emergency absences to the lead staff as soon as possible.

Supervision: The after-school program will be supervised by the Hagerstown Housing Authority and will regularly consult to evaluate and assess the program.

Fiscal Responsibility: The Hagerstown Housing Authority will assume all fiscal responsibility for funds contributed by the City of Hagerstown.

Student Registration: All participants of the after-school program will have a completed and signed registration for that includes a student and parent contract.

Changes to the program due to COVID - The program will operate under the Governor's and/or CDC mandates. The program will be made available to K-3rd grade participants onsite with staff and participants maintaining social distancing, wearing masks, and providing proper sanitation practices. Prior to the start of the program, staff will receive training on COVID practices. Should it become necessary to temporarily close the program due to COVID mandates, all students will be provided with a packet of educational items that they can work on at home. During the mandate closing, the Homework Club Staff will check in daily with each student, either via phone or zoom.

Budget: In an effort to give students optimal benefit from the program, The Hagerstown Housing Authority has partnered with the Board of Education to assist with meals for the youth. This helps offset some of the funds it has taken to increase the Maryland mandatory salary. This assists with offsetting some of the funds it has taken to increase the mandatory Maryland minimum wage. Since Wi-Fi is necessary for the students to complete their homework assignments on their Chromebooks while at the club, WIFI has become a need for the budget. It also has been necessary to extend staff hours past the 4:30-6:30 pm timeframe to accommodate program setup and allow clean-up time at the end. Lastly, With the increased cost of the program, bringing the total cost of the program to \$27,181.00, the Housing Authority is offsetting the program increases of \$4,181.00.

Expense Type	Amount	Total
Program Lead/Director 3.5 hrs x 4 days x 32 weeks 17.00 per hour	7616.00	7616.00
3 Support staff 2.5 hrs x 4 days x 32 weeks x 2 staff 15.00 per hour	14,400	14,400
Incentives and Special Activities, snacks and supplies, WIFI	3665.00	3665.00
Administration Fee	1500.00	1500.00

Total cost

\$27,181.00

\$27181.00

SUMMARY

Total	27,181.00
CITY	23,000.00
HHA	4181.00