

Mayor and Council Executive Session & Work Session August 19, 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

"The only way to do great work is to love what you do." - Steve Jobs

4:15 PM WORK SESSION

- 4:00 PM** 1. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall
- 4:00 PM** 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.**
- 4:15 PM** 3. Heart of the Civil War Heritage Area Request for Support – *Elizabeth Scott Shatto, Executive Director*
- 4:30 PM** 4. Preliminary Agenda Review
- 4:45 PM** 5. Update: Choice Neighborhoods Final Transformation Plan – *Margi Joe, Community Development Manager; Rachel Paul, Planning and Outreach Coordinator and Sean Griffith, Executive Director Hagerstown Housing Authority*
- 5:00 PM** 6. UPDATE Western Maryland Scenic Railroad Locomotive 202 Donation Agreement - *Eric Deike, Director of Public Works*
- 5:15 PM** 7. Columbia Gas Access Easement at 441 S. Potomac Street – *Jim Bender, City Engineer*
- 5:20 PM** 8. U. S. Cellular Request for Approval Colocation Agreement – *Nancy Hausrath Director of Utilities*
- 5:25 PM** 9. FY26 Potential Employee Stipends: Transition to Bi-Weekly Pay Cycle – *Michelle Hepburn, Chief Financial Officer*
- 5:40 PM** 10. Rent Stabilization – *Tiara Burnett, City Councilmember*
- 5:55 PM** 11. Vending Machine Ordinance - Public Sidewalks - *Amanda Gregg, Chief Housing and Community Development Officer and Paul Fulk, Neighborhood Services Manager*
- 6:10 PM** 12. Municipal Infractions (Fines) Changes - *Amanda Gregg, Chief Housing and Community Development Officer and Paul Fulk, Neighborhood Services Manager*
- 6:25 PM** 13. Legislative Proposals to Discuss with Delegation – *Mayor and City Councilmembers*

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

August_19__2025_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
AUGUST 19, 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

4:00 p.m. EXECUTIVE SESSION

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; (#1)

** Board Appointment: Hagerstown Youth Council
Hagerstown Housing Authority*

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

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: August 19, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 4:00 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

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**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:

Heart of the Civil War Heritage Area Request for Support – *Elizabeth Scott Shatto, Executive Director*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Presentation_to_Hagerstown_Mayor____Council_8.19.25.pdf

Description

HCWHA PPT

HEART OF THE
CIVIL WAR
HERITAGE AREA



Hagerstown Mayor and Council Workshop, August 19, 2025



Strategic Plan Listening Session in Hagerstown

American Hall, Bethel Street, Hagerstown





Home » **Sponsored Content** » Three old houses and...

Three old houses and the secrets inside

Civil War Heritage Area

April 8, 2025, 1:51 PM



This content is sponsored and provided by the [Civil War Heritage Area](#).

The Heart of the Civil War Heritage Area, covering portions of Carroll, Frederick and Washington counties, is abundant with places to find interesting architecture and decorative charm. Begin your exploration at each of the three county historical societies and learn more about the intricacies of the houses in which they reside.



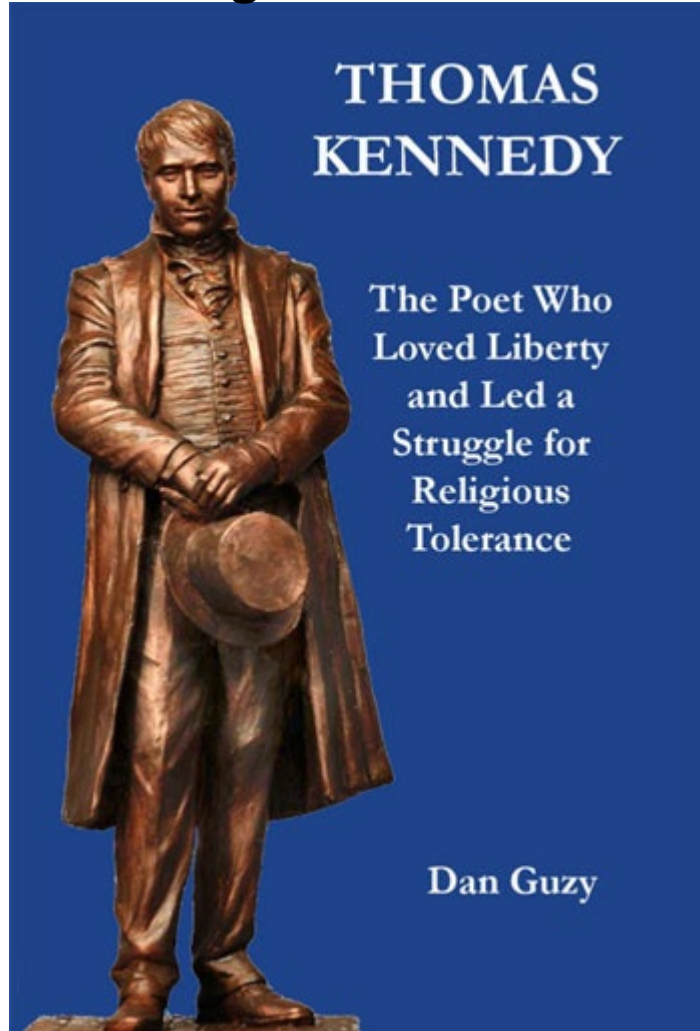
Washington County Historical Society's Miller House leads online sponsored content advertisement

Miller House 200th (1825-2025) Curatorial Facility Initiative Phase I

\$20,000 FY26 MHAA project grant awarded



\$1,127 mini-grant
Thomas Kennedy Center
branding.

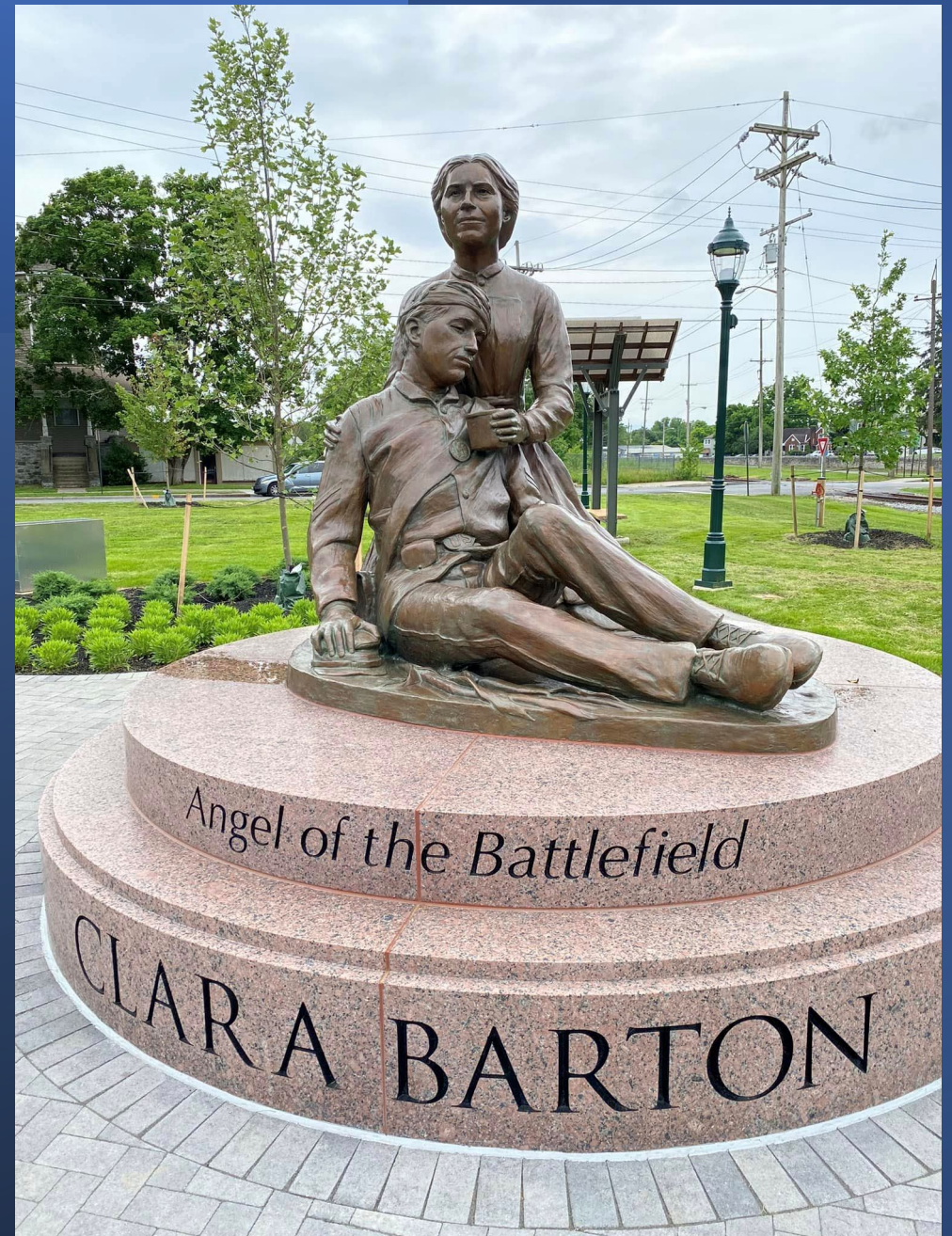


\$2,150 mini=grant
Hager House America 250 project.



Clara Barton Memorial

\$65,000 FY23 grant awarded



Cultural arts Trail

\$49,500 for Design

\$100,000 for Phase II extension & wayfinding



House on Jonathan Street Documentary film

\$25,000 awarded to
Hagerstown-Washington
County CVB for Legal
Rights & Production
Materials

As of July 8: 375 broadcasts
on PBS, covering 80% of
households in US

The House on Jonathan Street



*How one log cabin helped a
town confront its past.*

EXECUTIVE PRODUCERS RUSSELL HODGE & CYNTHIA SCOTT
DIRECTOR PATRICK HODGE PRODUCER PATRICK HODGE
EDITORS JOSH COCHRAN AND PATRICK HODGE
WRITERS RUSSELL HODGE AND PATRICK HODGE AND JOSH COCHRAN

THEHOUSEONJONATHANSTREET.COM
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Maryland
HISTORY & CULTURE PRESERVATION

HEART OF THE
CIVIL WAR
HERITAGE AREA

JUNE 7, 2025

EXCLUSIVE ACCESS
to homes and gardens
in Washington County

Ticket holders may
also choose from
four additional
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Learn more and

PURCHASE TICKETS



US 250

CONVENING

HEART OF THE
CIVIL WAR
HERITAGE AREA

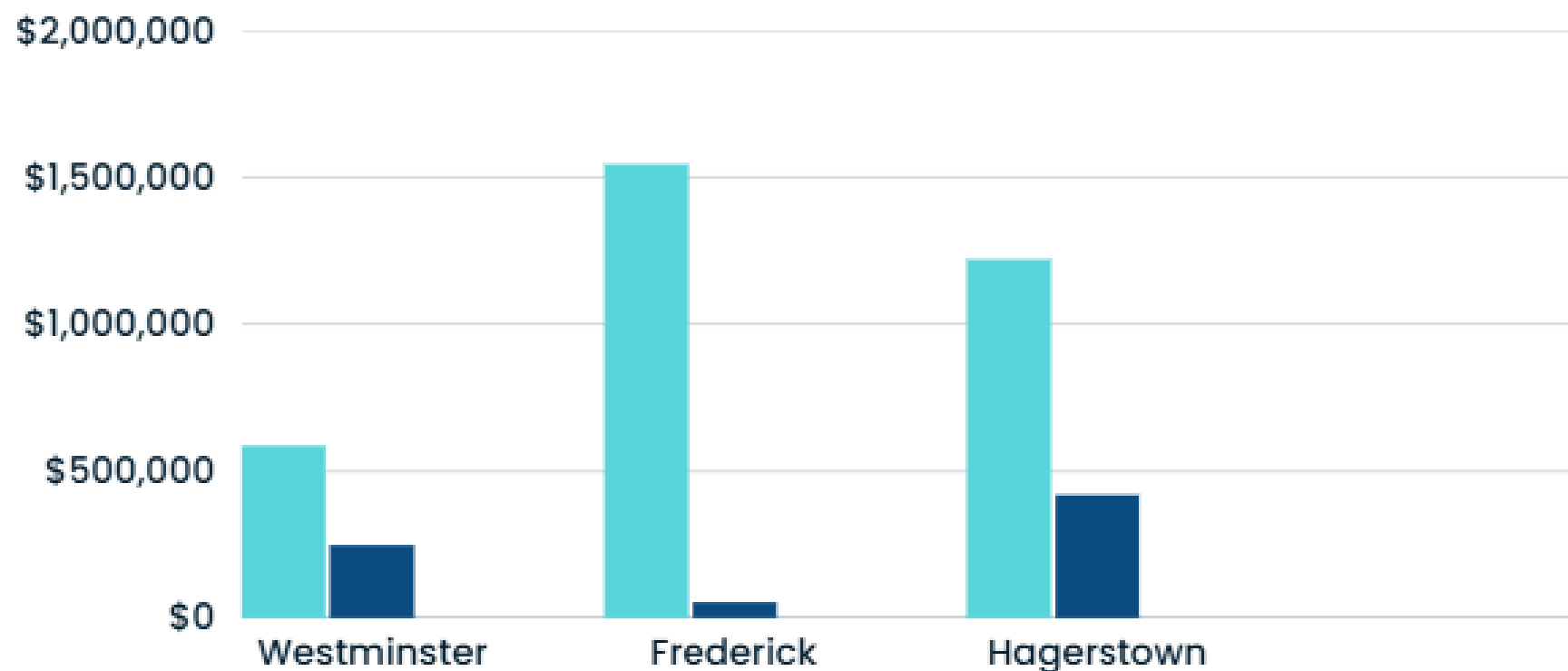


HERITAGE AREA PROJECT AND MINI-GRANTS FY2007-FY2026

Light blue bar = total Maryland Heritage Area project grant funds and mini-grants awarded to projects and/or entities headquartered in the municipal limits.

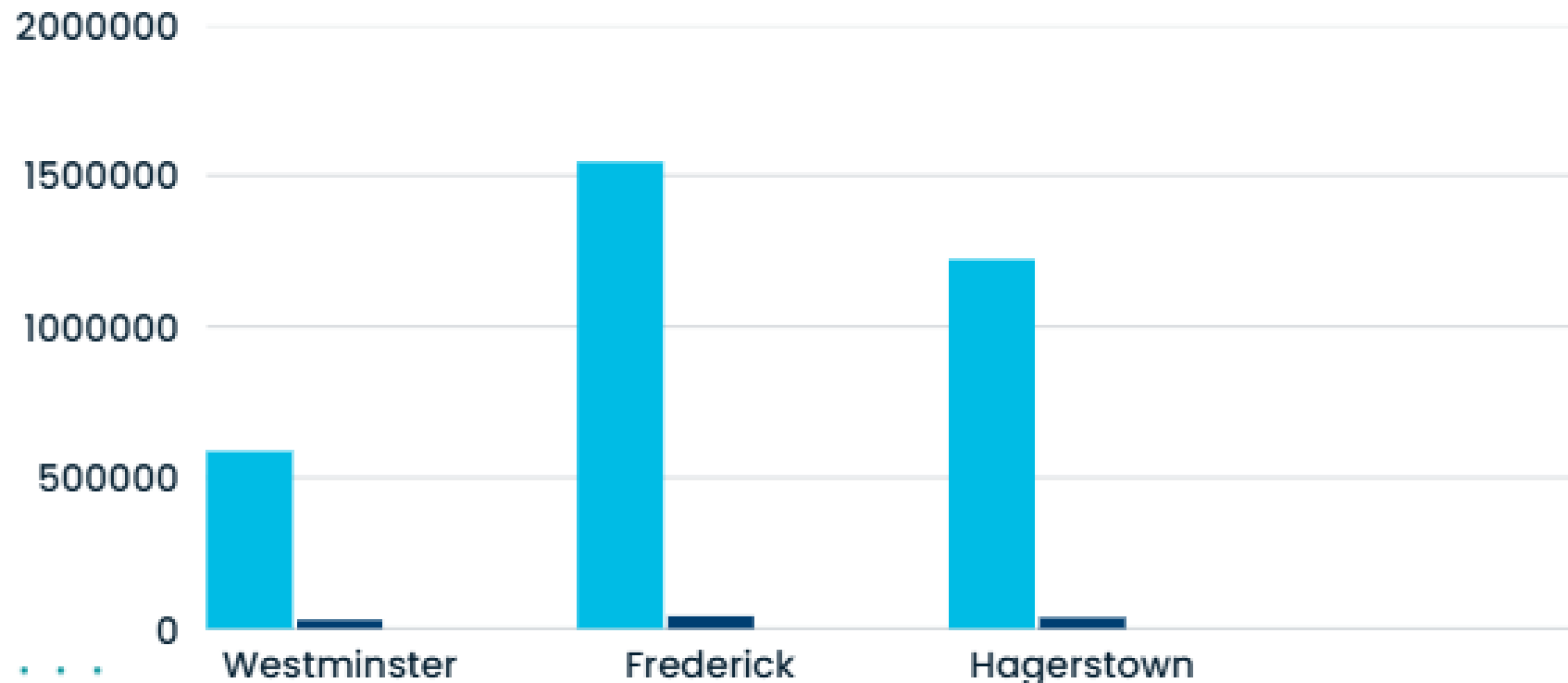
Dark blue bar = total grant funds awarded directly to units of municipal government.

FY26 mini-grants have not yet been awarded.



GRANTS AWARDED/CITY SUPPORT OF HERITAGE AREA FY2007 - FY2025

Light blue = Heritage Area grant funds awarded to projects or entities in the city.
Dark blue = City appropriations/grants to support the Heart of the Civil War Heritage Area
FY26 not included as Hagerstown decision is pending
(Frederick & Westminster have confirmed level funding for FY26)





Elizabeth Scott Shatto
Executive Director
Heart of the Civil War Heritage Area
(240) 285-6727
liz@heartofthecivilwar.org

Rachel Nichols
Washington County Heritage Area Assistant
Heart of the Civil War Heritage Area
(240) 308-1740
Rachel@heartofthecivilwar.org

**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

August_26__2025_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION AND
REGULAR SESSION (18TH VOTING SESSION)
AUGUST 26, 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

6:00 p.m. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

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, September 2, 2025 – No Meeting Scheduled
2. Tuesday, September 9, 2025 – Work Session at 4:00 p.m.
3. Tuesday, September 16, 2025 – Work Session at 4:00 p.m.
4. Tuesday, September 23, 2025 – Work Session at 4 p.m.
5. Tuesday, September 30, 2025 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

Hagerstown Housing Authority

Hagerstown Youth Council

** 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. PROCLAMATIONS

Forget Me Not Month
Washington Goes Purple
International Dog Day

VII. 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, August 26, 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.

VIII. MINUTES

July 8, 2025, July 15, 2025, and July 22, 2025

IX. CONSENT AGENDA

A. Finance:

1. McQuillin Law Books – Thomas Reuters-West (Carol Stream, IL) \$ 12,257.00

B. Engineering:

1. Pavement Markings – Alpha Space Control, LLC (Chambersburg, PA) \$ 80,000.00
2. Weller's Alley Fence – *Material to be presented*

C. Fire:

1. Technical Rescue Support Truck 2026 Peterbilt 567 – The Pete Store (Hagerstown, MD) \$ 225,409.00
2. Self-Contained Breathing Apparatus Decontamination Machine – Atlantic Emergency Solutions (Chester, VA) \$ 32,456.08

D. Information Technology

1. Project Management for Workday Conversion – Intellitime Systems Corporation (Santa Ana, CA) \$ 27,675.00

E. Police:

1. Ballistic Vests - Angel Armor (Fort Collins, CO) – \$ 13,374.10
2. Speed Camera Charges – Alumint #5461 (Lanham, MD) \$ 504,000.00
3. Firearms and Holsters – Atlantic Tactical (New Cumberland, PA) \$ 33,096.25
4. Annual Software Maintenance Agreement for the HPD Police Mobile – Keystone Public Safety, Inc. (Palm Beach Gardens, FL) \$ 129,633.00
5. Ammunition – The Gun Shop #11537 (Vincentown, NJ) \$ 21,252.50
6. One 2025 Ford Interceptor AWD (\$ 45,800.00), One 2025 Ford Interceptor AWD (\$ 48,800.00), and One Ford Expedition (\$ 63,700.00) - Keystone Ford (Chambersburg, PA) Total - \$ 158,300.00
7. One 2026 Chevrolet Suburban (\$ 62,994.00) and One 2026 Chevrolet Tahoe (\$ 109,874.00) - Hertrich Fleet Services (Milford, DE) Total - \$ 172,868.00
8. Recruiting Initiatives – Safeguard Recruiting LLC (Salt Lake City, UT) \$ 25,000.00

Consent Items continued on Page 3

F. Public Works:

1. Landscape/Grounds Maintenance – Custom Landscape Management, Inc. (Boonsboro, MD) \$ 92,055.55
2. 2026 Transit 350 Cargo RWD Low Roof Cargo Van – Keystone Ford (Chambersburg, PA) \$ 52,239.00
3. John Deer 320 P-Tier Backhoe – James River Equipment (Baltimore, MD) \$ 159,090.00
4. John Deere 2653B Precision Cut Trim and Surrounds Mower to Replace Unit 323 – Deere & Company (Cary, NC) \$ 46,108.50
5. Two Trucks for Parks – 307 and 312 – Hertrich Fleet Services, Inc. (Milford, DE) \$ 93,958.00

G. Utilities:

1. Water – Three Year SCADA Maintenance Contract - ABB, Inc. (Warminster, PA) - \$285,950.00
2. Water – Hydrant Repair Parts - Core & Main (Martinsburg, WV) - \$11,004.00
3. Wastewater – Change Order #1 to Engineering Services for WWTP Improvement Project - Black & Veatch (Gaithersburg, MD) - \$240,000.00
4. Wastewater – Preventive Maintenance Contract for ENR Generator - Cummins (Westminster, MD) – \$13,006.22
5. Wastewater – Pressure Regulating Valve for DAFT - Heyward Incorporated of Virginia (Glen Allen, VA) - \$11,864.29
6. Wastewater – Biological Nutrient Removal (BNR) Mixers - Hills Industrial (Linkwood, MD) - \$29,587.06

IX. UNFINISHED BUSINESS

No Unfinished Business

X. NEW BUSINESS

- A. Approval of a Resolution: To Approve the Donation of Steam Locomotive 202 to Western Maryland Scenic Railroad (WMSR)
- B. Approval of a Resolution: Approval of a Parking Agreement with the Maryland State Department of Assessments and Taxation (SDAT)
- C. Approval of a Resolution: Approval to Enter into a User Agreement with the Hagerstown Fairgrounds Softball Association, Inc.
- D. Approval of a Resolution: Approval of a One Call Service Center Agreement with One Call Concepts
- E. Approval of a Resolution: US Cellular Colocation Agreement
- F. Approval of a Resolution: National Settlement Agreement with Purdue/Sackler to Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis
- G. Approval of a Resolution: National Settlement Agreement with Eight (8) Defendants to Benefit the City to Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis
- H. Approval of Two (2) Irrigation Meters for South Hagerstown High School (SHHS) Athletic Fields
- I. Approval of Potential Employee Stipends
- J. Approval of Agreement with Compass
- K. Acceptance of Grant: Chesapeake Bay Trust
- L. Approval to Accept the Entertainment District Security Grant

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, August 26, 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:

Update: Choice Neighborhoods Final Transformation Plan – *Margi Joe, Community Development Manager, Rachel Paul, Planning and Outreach Coordinator and Sean Griffith, Executive Director Hagerstown Housing Authority*

Mayor and City Council Action Required:

None at this time.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
081925_WS_Memo_Choice_Neighborhoods_Final_Plan.docx.pdf	CN Update Memo
08192025_WS_Choice_Neighborhoods_Presentation_Final_Plan.pdf	CN Update Presentation



To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Sean Griffith, Executive Director, Hagerstown Housing Authority
Rachel Paul, Planning & Outreach Coordinator

Date: August 15, 2025

RE: Update on Choice Neighborhoods Initiative Final Transformation Plan

Staff will be joined by Sean Griffith, Executive Director of the Hagerstown Housing Authority to provide an update regarding the Choice Neighborhoods Final Transformation Plan at the August 19, 2025 Work Session.

This Transformation Plan provides an overview of the Goals and Strategies developed by the Choice Neighborhoods Core Team and the many community partners who have contributed their ideas and input to elevate the Choice Neighborhood. The Plan will be submitted to HUD for review no later than September 13, 2025. The full draft plan can be viewed at https://www.hagerstownha.com/wp-content/uploads/2025/03/Hagerstown-Choice-Neighborhoods-Plan_DRAFT_03.13.25.pdf.

The Hagerstown Choice team seeks continued Mayor and Council support for the Transformation Plan as the team moves toward pursuit of the Choice Neighborhoods Implementation Grant. The team is also identifying alternative funding sources to ensure implementation of the Plan should funding of the Choice Neighborhoods grant not receive Congressional approval

Background

In September of 2023, the Hagerstown Housing Authority, in partnership with the City of Hagerstown, received a \$500,000 Choice Neighborhoods Planning Grant from the US Department of Housing and Urban Development (HUD):

- Lead Grantee: Hagerstown Housing Authority
- Co-Applicant: City of Hagerstown
- 2-year grant period – approx. Oct 2023 to Oct 2025.
- Hagerstown is 1 of 14 cities selected from a pool of 28 applicants.

Geographic Study Area

Attached is a map of the Choice Neighborhoods study area. The Targeted Neighborhood Sites are the following Hagerstown Housing Authority neighborhoods:

1. Douglass Court
2. Parkside Homes – both in Jonathan Street area
3. Frederick Manor

The inclusion of Downtown Hagerstown in the geographic study area is because the business district serves as an employment center and a socio-economic opportunity area within proximity to targeted public housing locations.

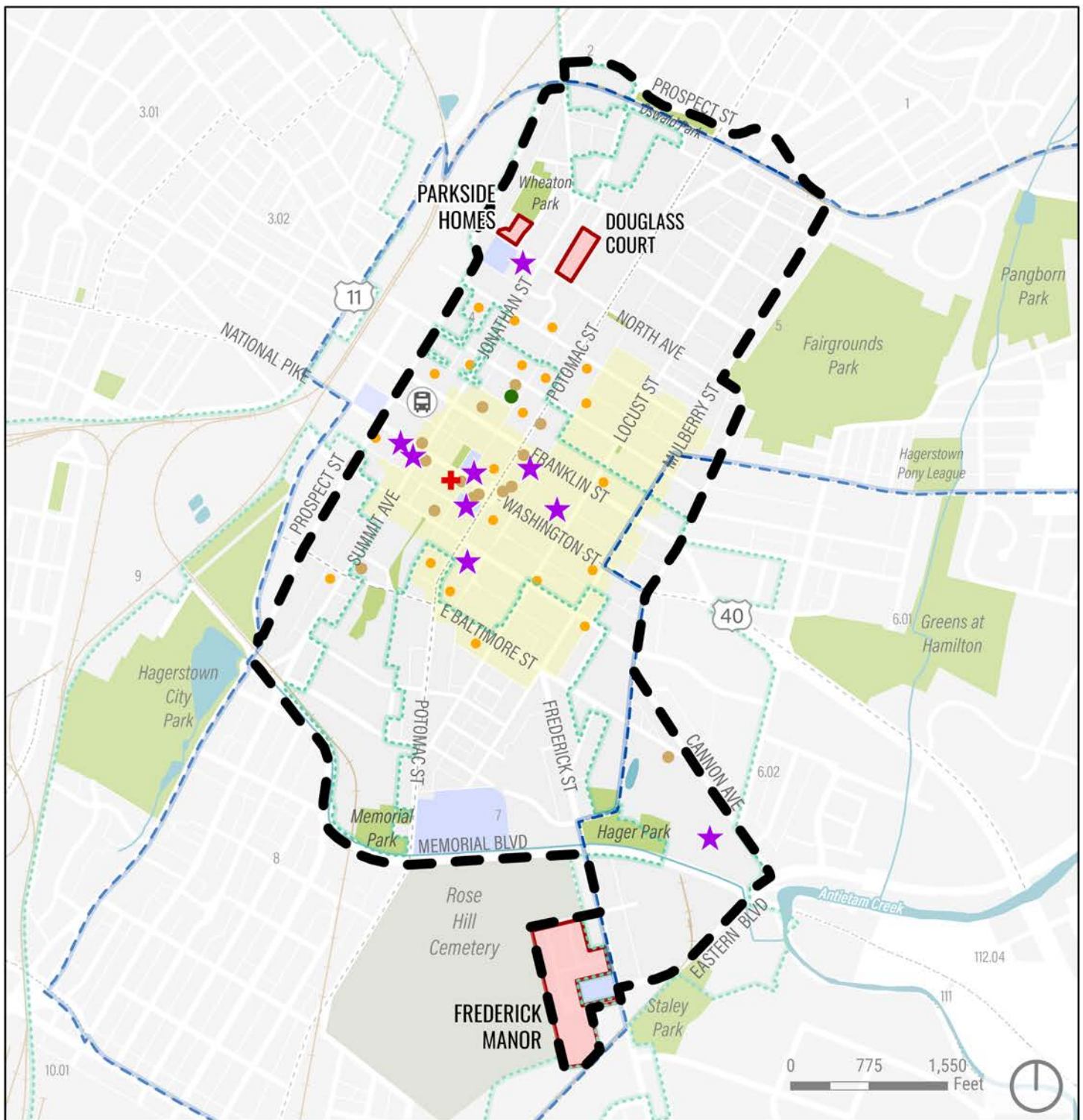
Outcome – A Community-Based Housing Plan

The planned outcome of the project is a Community-Based Housing Plan to include the following:

- Needs Assessment
- Community Engagement
- Strengthening the Targeted Neighborhood sites through a holistic approach focused on:
 1. People – health, wellness, education, childcare, employment – job training
 2. Neighborhood – looks at transportation, open space, infrastructure
 3. Housing – housing products, quality, affordability... and assisting those interested in moving into homeownership

Attachment: Choice Neighborhoods Study Area
 Choice Neighborhoods Transformation Plan PowerPoint Presentation

c: Amanda Gregg, Chief Housing & Community Development Officer



- | | | | |
|--------------------------------|-------------------|-------------------|-------------|
| Hagerstown Choice Neighborhood | Park /Open Space | Medical | Transit Hub |
| Target Housing Sites | 2022 Census Tract | Place of Interest | |
| School | Downtown | Farmers Market | |
| Cemetery | Enterprise Zone | Place of Worship | |
| | Opportunity Zone | Government | |



Source - The Herald Mail

August 19th, 2025

HAGERSTOWN CHOICE UPDATE



AGENDA

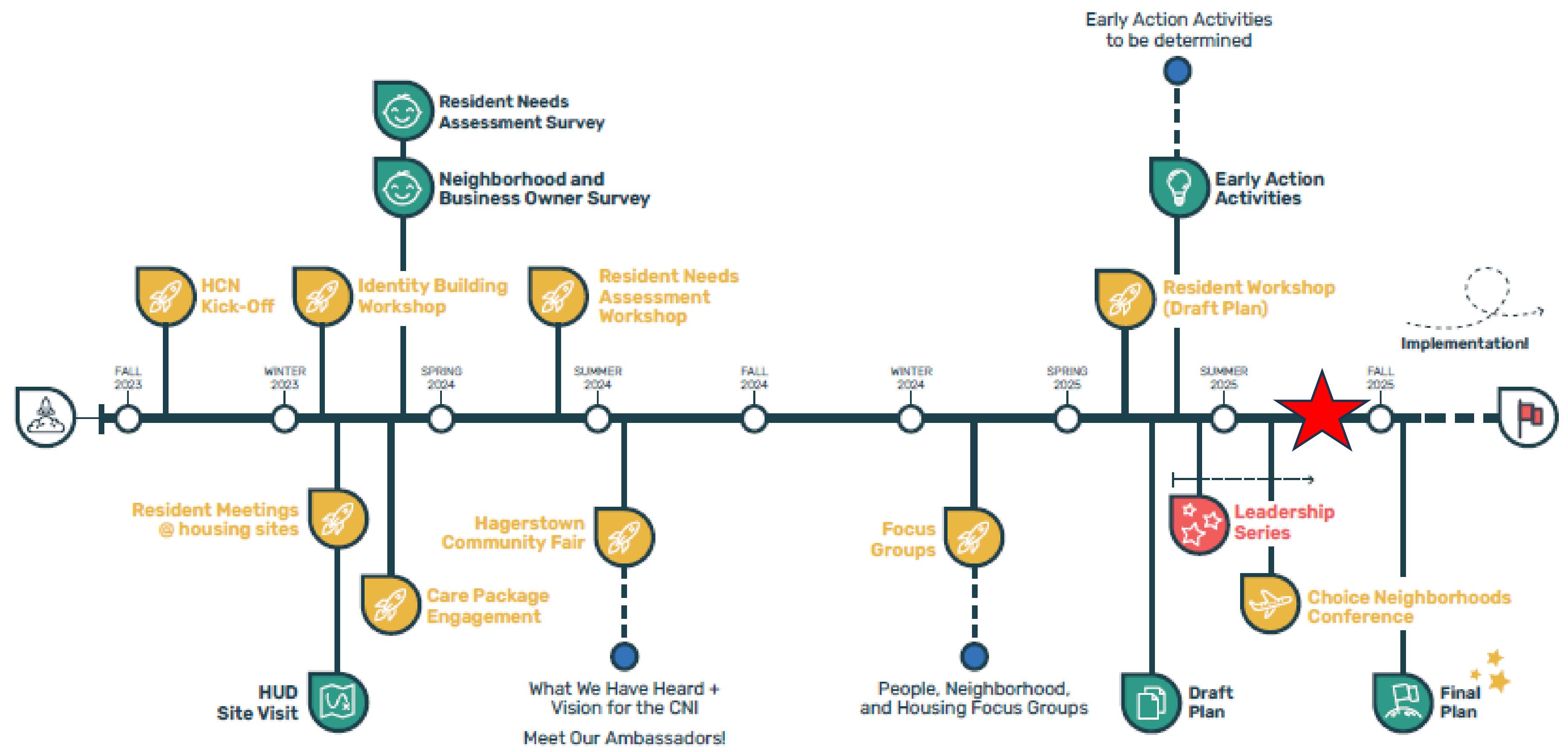
1. CHOICE TIMELINE
AND OVERVIEW
2. EARLY ACTION
ACTIVITY
3. DRAFT PLAN
OVERVIEW & HUD
COMMENTS
4. QUESTIONS?

01

TIMELINE OVERVIEW



WHERE ARE WE TODAY?



Three Core Goals

Housing

Replace severely distressed public and HUD-assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.

People

Improve the lives of residents related to their income and employment, health, and education outcomes

Neighborhood

Create strong, safe, sustainable and inclusive neighborhoods by investing in physical improvements which attract private investment, spur economic development and improve amenities and services for residents.

Types of Choice Neighborhood Grants

Planning Grant

Choice Neighborhoods Planning Grants:

- Support the development of comprehensive neighborhood revitalization plans that focus on: **Housing, People and Neighborhoods**.
- Communities must develop and implement a **comprehensive neighborhood revitalization strategy** or Transformation Plan.
- The Plan will detail **revitalization of the public and/or assisted housing units** while simultaneously directing the **transformation of the surrounding neighborhood and positive outcomes for families**.

Maximum Award - \$500,000

Grant Period – 2 Years

Implementation Grant

Choice Neighborhoods Implementation Grants support those communities that have undergone a comprehensive local planning process and are ready to **implement their “Transformation Plan” to redevelop the neighborhood**.

Maximum Award - \$50 Million

Housing Implementation = 65% of funds

Neighborhood Implementation = 15% of funds

People Implementation = 20% of funds

02

EARLY ACTION ACTIVITY

HEALTH INSURANCE ACCESS

According to the Resident Survey:

94% of respondents have health insurance
98% of respondents said that children in their household have health insurance

According to the Neighborhood Survey:

92% of respondents have health insurance
96% of respondents said that children in their household have health insurance

NEIGHBORHOOD FOOD ACCESS FOR RESIDENT SURVEY RESPONDENTS

Agree Not sure Disagree

High-quality fresh fruits/vegetables/food are widely available and affordable.
52% 12% 36%

Are there adequate affordable healthcare facilities nearby?
64% 12% 24%

COMMUNITY HEALTH IN THE NEIGHBORHOOD:

There are adequate green spaces and trees throughout the neighborhood
73% 16% 11%

This is a great neighborhood for walking
73% 16% 11%

WHAT WOULD HELP YOU IMPROVE YOUR HEALTH AND WELL-BEING?

Options for healthy and fresh foods

Health Fairs

Wellness Series

Community navigators to help guide to resources

Community exercise classes

Mental health support

More spaces to exercise/walk

Other

Business in the Choice Neighborhoods

Hagerstown Choice conducted a survey of business owners in the Choice Neighborhoods to understand their priorities, future goals, and current challenges of doing business in downtown Hagerstown.

Business Owner Survey: What are the biggest challenges to doing business in the Choice Neighborhoods?

IN WHAT TYPE OF BUILDING IS YOUR BUSINESS LOCATED?

33% Ground floor below apartments and/or office space
31% Two-story commercial building
13% One-story commercial building
5% Industrial building

DOES YOUR BUSINESS OWN OR RENT THE SPACE?

85% YES
15% NO

IF YOU CURRENTLY RENT YOUR SPACE, ARE YOU INTERESTED IN PURCHASING OR RENTING?

48% YES
52% NO

HOW DIFFICULT IS IT FOR YOUR BUSINESS TO MEET YOUR CURRENT COST AND EXPENSES BASED ON MORTGAGE, TAXES AND UTILITIES?

7% VERY DIFFICULT
40% SOMEWHAT DIFFICULT
40% SOMEWHAT EASY
13% VERY EASY

IF YOU ARE INTERESTED IN PURCHASING OR RENTING, WHAT IS PREVENTING YOU?

Property management and maintenance 33%
Availability of space 27%
Unavailability with commercial properties 15%

HOW OFTEN DO YOU SHOP/EAT/SPEND TIME AT BUSINESSES DOWNTOWN?

More than once a week
Once a week
Once a month
Rarely
Never

WHAT WOULD MAKE YOU VISIT MORE OFTEN?

More variety in your offerings
More variety in your offerings
More variety in your offerings

WHAT KIND OF BUSINESSES WOULD YOU LIKE TO SEE IN THE CHOICE NEIGHBORHOODS?

Medical Offices
Grocery Store
Food/Beverage
Daycare
Arts
Co-working
Artistic/Industrial Spaces

Children and Education

Hagerstown Choice conducted a survey of parents and guardians in the Choice Neighborhoods to understand their priorities, future goals, and current challenges of raising children in downtown Hagerstown.

Parent Survey: What are the biggest challenges to raising children in the Choice Neighborhoods?

ARE THERE ANY CHILDREN IN YOUR HOUSEHOLD?

Children under the age of 5
Children between 6 and 10
Children between 11 and 17
Children 18 and over

WHAT ACTIVITIES ARE NEAREST TO YOUR HOME?

Playground
Library
Park
Community center
Sports field
Golf course

WHAT ARE THE MOST PROBLEMS YOUR CHILDREN FACE IN THE NEIGHBORHOOD?

Safety
Traffic
Litter
Noise
Vandalism
Drug use

Neighborhood and Community

Hagerstown Choice conducted a survey of residents in the Choice Neighborhoods to understand their priorities, future goals, and current challenges of living in downtown Hagerstown.

Resident Survey: What are the biggest challenges to living in the Choice Neighborhoods?

WHAT ARE THE BIGGEST CHALLENGES TO LIVING IN THE CHOICE NEIGHBORHOODS?

Crime
Traffic
Litter
Noise
Vandalism
Drug use

WHAT ARE THE BIGGEST OPPORTUNITIES TO IMPROVE THE NEIGHBORHOOD?

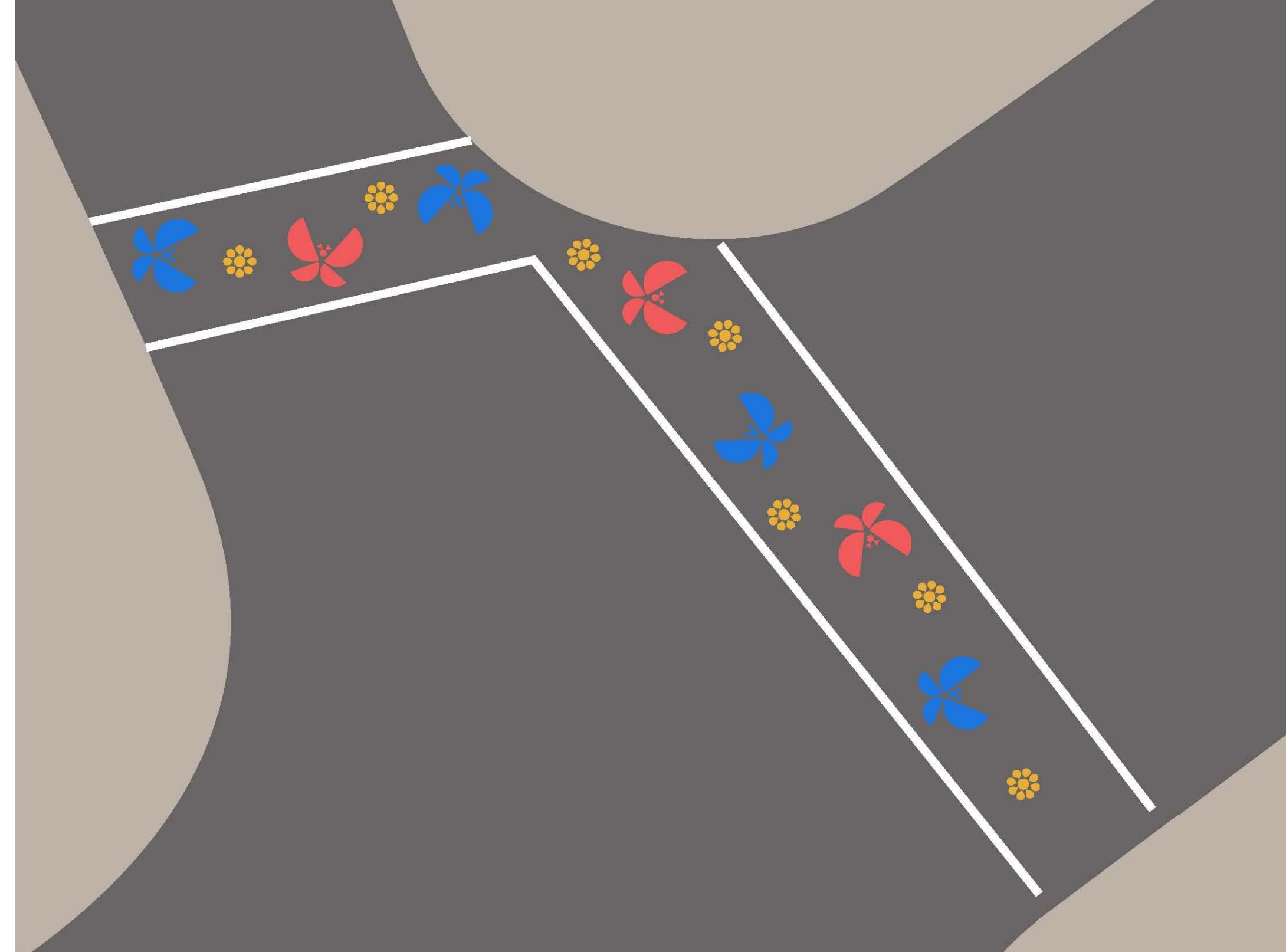
More green space
More community events
More public art
More affordable housing
More job opportunities

Early Action Activity

Early action activity plan and progress:

- » The Early Action Activity is a method of **'doing while planning'**
- » Early Action Activities ideas have been identified by community members. These topics refer to:
 - » **Pedestrian Safety**
 - » **Public Safety**
 - » **Urban environment enhancement**

Work will be completed later this summer!



Pictured design will be featured at:

1. Jonathan St & Church St
2. Memorial Blvd & Frederick St

03

DRAFT PLAN OVERVIEW & HUD COMMENTS





Choice Neighborhoods: Definitions

Area Median Income (AMI): The **midpoint of a region's income distribution**.
(Hagerstown; **Family of four = \$93,500 per HUD FY 2025**)

Affordable Housing: the occupant pays **no more than 30% of their gross income for housing costs, including utilities**. This definition is intended to ensure that households have enough money to pay for other costs.

Workforce Housing: housing that's affordable for households earning **between 60 and 120 percent of the area median income (AMI)**. The AMI is the median income for a family of four in a particular region.

Market-rate Housing: housing that is **not subsidized by the government and is based on the market value and demand of the area**. It is different from affordable housing, which offers special benefits to borrowers.

Mixed-Income Housing: includes **diverse types of housing** units, such as apartments, townhomes, and/or single-family homes for a people with a **range of income levels**.

DRAFT PLAN

WHAT IS IT?

- » Guiding principles and the vision for the transformation plan
- » Includes goals and strategies for the Housing, Neighborhood, People Plans
- » Place-based initiative that includes a framework, concept plans and diagrams, and housing program info
- » Defines the character areas, the gateways, and placemaking nodes



THRIVE – PEOPLE

GUIDING PRINCIPLES

- 1** Address Food Insecurity by improving access and availability of fresh and healthy foods.
- 2** Connect residents to workforce training programs and opportunities while also providing pathways for continuing education.
- 3** Support residents and their families in accessing quality and affordable early childhood education options.
- 4** Work with community-serving partners to ensure a robust environment of programming especially for school-aged youth.
- 5** Foster community wealth building and provide financial literacy training and resources.



THRIVE – NEIGHBORHOOD

GUIDING PRINCIPLES

- 1** Leverage new housing development to build needed community assets.
- 2** Improve access to affordable, high-quality neighborhood-based services.
- 3** Create inviting and vibrant gathering spaces that honor the identity of the neighborhood and are anchors for community building and development.
- 4** Build trust, communication, and community relationships with public safety officers and public safety programs that serve the neighborhood.
- 5** Invest in infrastructure improvements that enhance mobility and safety of pedestrians while creating connected and accessible communities.
- 6** Continue to support local businesses along key corridors and build capacity of local entrepreneurs.



THRIVE – HOUSING

GUIDING PRINCIPLES

- 1** Leverage new housing development to build needed community assets.
- 2** Change the narrative on housing within the Choice Neighborhoods footprint to acknowledge the importance of providing quality affordable housing along workforce and market-rate units to create a vibrant, thriving, and resilient community.
- 3** Cultivate and encourage social cohesion, close-knit connections, and community culture through design.

- 4** Create a living environment that encourages physical and emotional wellness as well as safety of its residents through environmental design.
- 5** Support and create housing stability as a foundation for economic mobility.



HUD Comments

HUD staff reviewed the plan after its submission and returned the following comments (summary):

- Redundancy around some topics; overlapping efforts that can be condensed and strengthened
- Encouraged "build it and they will come model" around topics like childcare, workforce development, transportation
- Emphasize other funding strategies in case of HUD Choice funding being compromised

Overall, HUD staff heavily complimented the plan, and said the draft would have been a strong final plan!



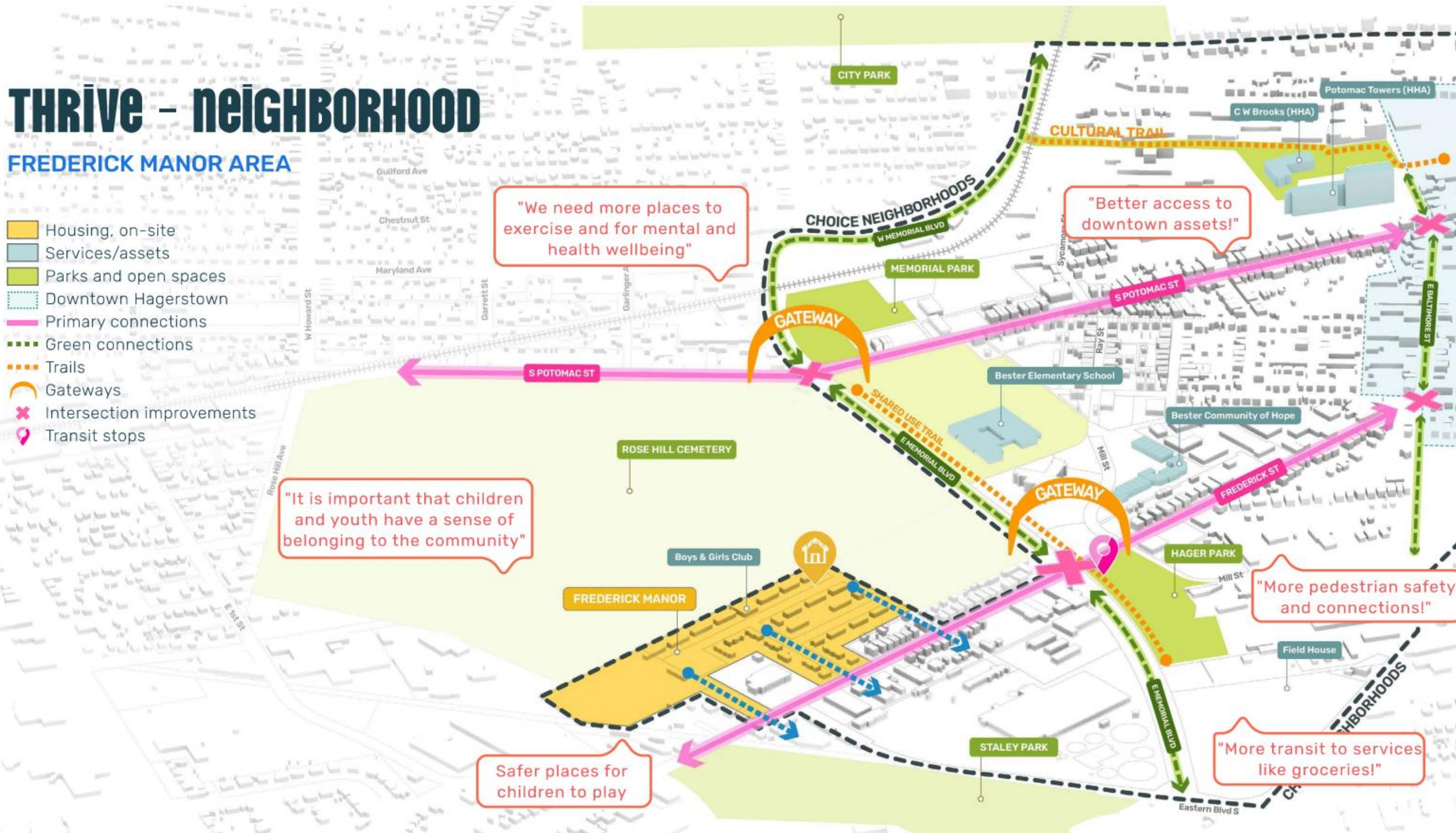
INTRO		GROW	
1	EXECUTIVE SUMMARY PG 12	3	THE PLANNING PROCESS PG 44
2	UNDERSTANDING THE PAST PG 26	BUILD	
		4	BUILDING ON... THE HOUSING LANDSCAPE PG 60
		5	BUILDING ON... ECONOMIC DEVELOPMENT PG 86
		6	BUILDING ON... SAFETY, HEALTH, AND WELLNESS PG 102
		7	BUILDING ON... CHILDREN AND YOUTH PG 122
		THRIVE	
		8	PEOPLE PLAN PG 138
		9	NEIGHBORHOOD PLAN PG 180
		10	HOUSING PLAN PG 220
		11	IMPLEMENTATION PG 270



THRIVE - NEIGHBORHOOD

FREDERICK MANOR AREA

-  Housing, on-site
-  Services/assets
-  Parks and open spaces
-  Downtown Hagerstown
-  Primary connections
-  Green connections
-  Trails
-  Gateways
-  Intersection improvements
-  Transit stops

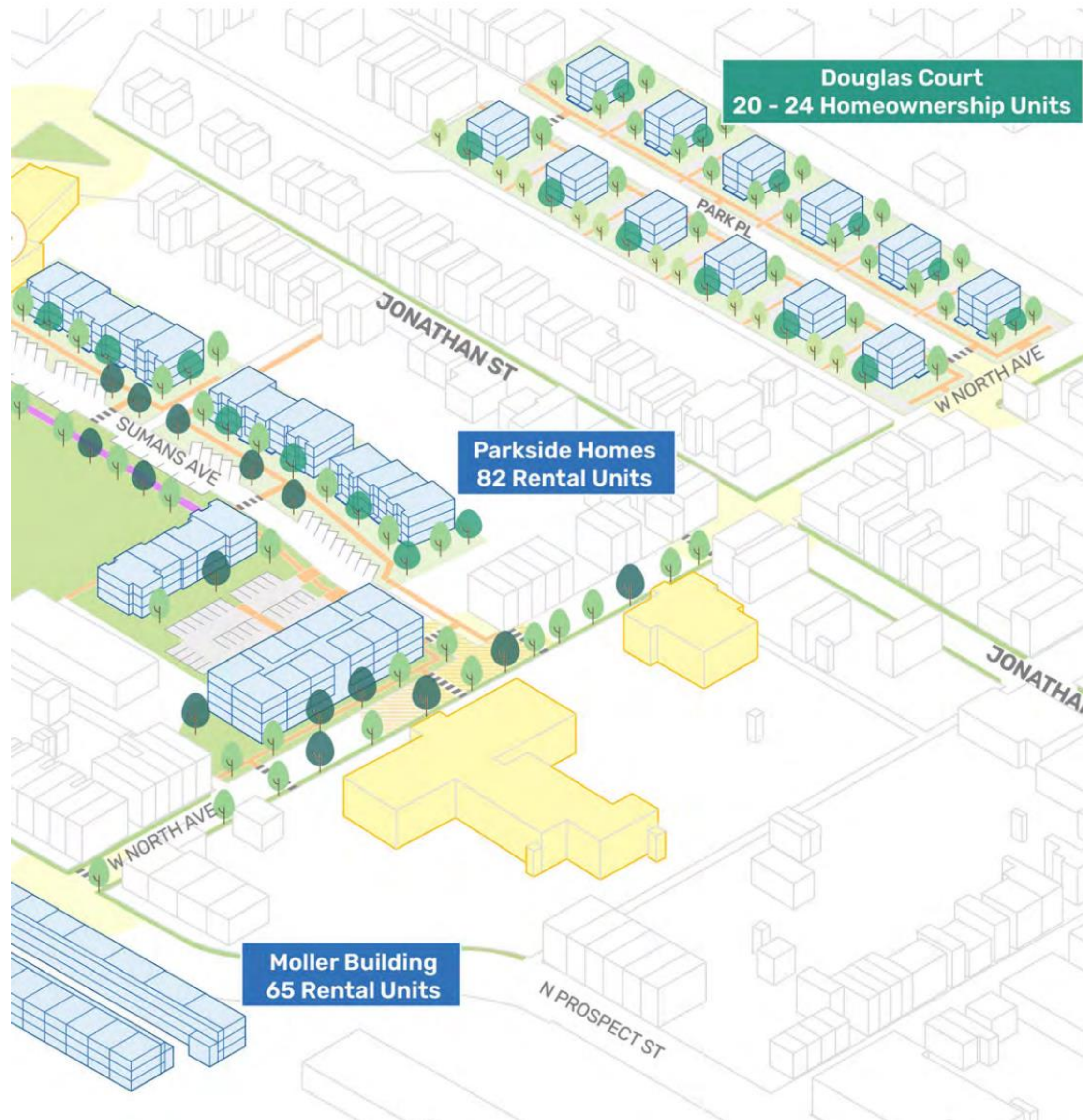


THRIVE - NEIGHBORHOOD

JONATHAN STREET AREA

- Housing, on-site/off-site
- Services/assets
- Parks and open spaces
- Downtown Hagerstown
- Primary connections
- Historic connections
- Green connections
- Intersection improvements
- Transit stops

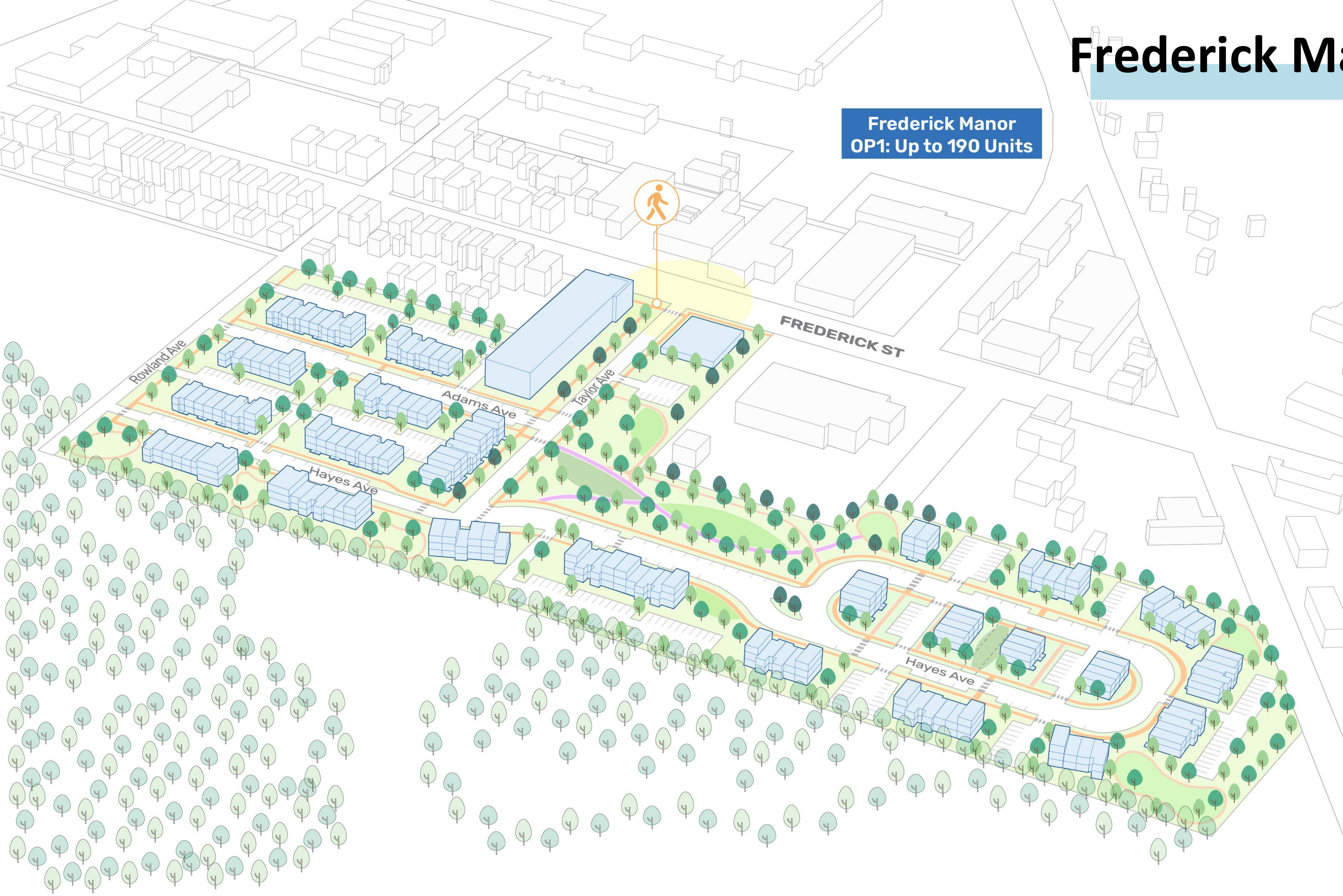




Parkside, Douglass Court, and Moller

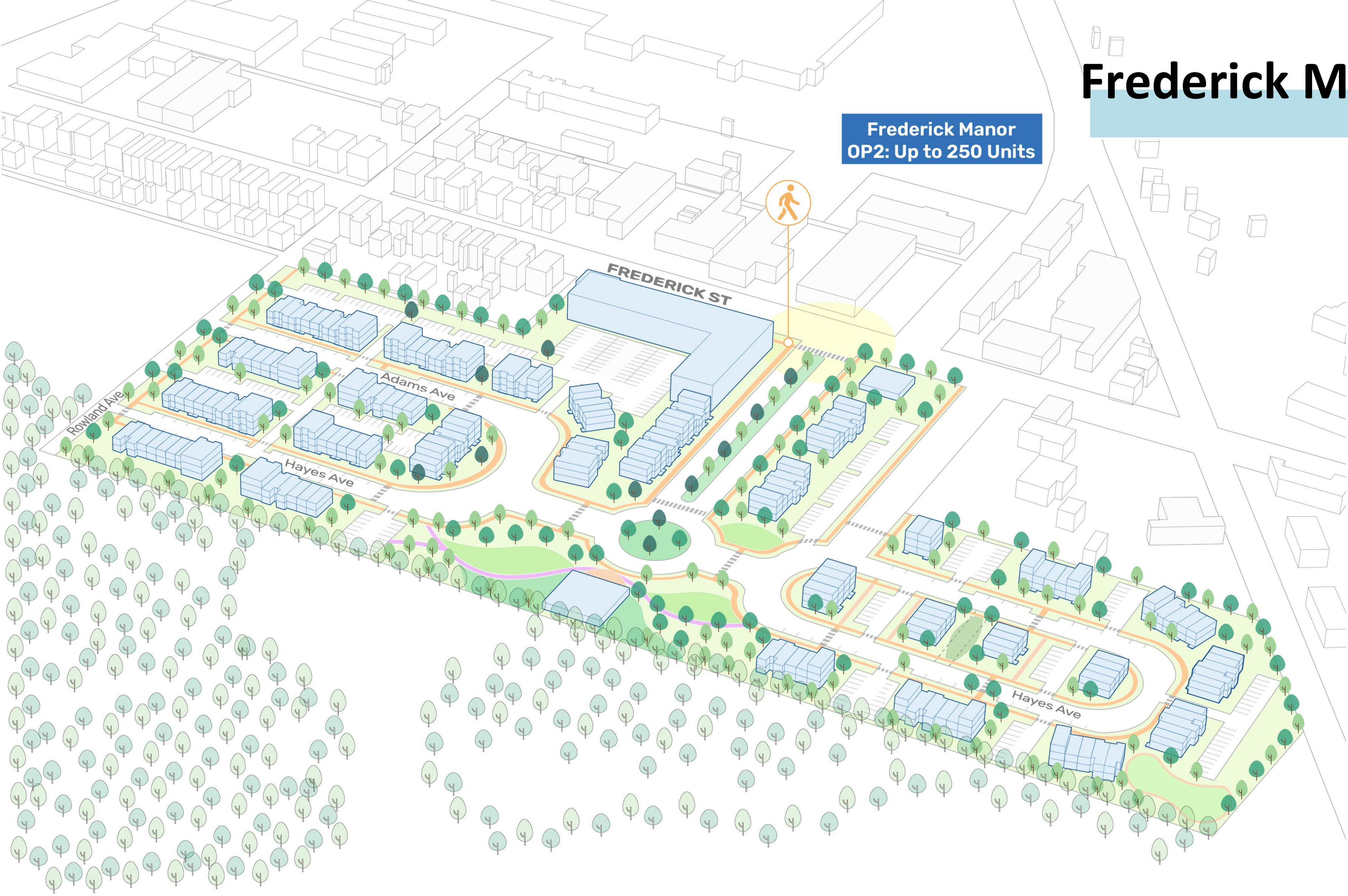
Frederick Manor

Frederick Manor
OP1: Up to 190 Units



Frederick Manor

Frederick Manor
OP2: Up to 250 Units



Phase I - 65 Units HISTORIC REHAB						
Moller Building	Unit Type	RU	LIHTC	Market	Total	%
	1 BR	25	10	6	41	63%
	2 BR	14	6	4	24	37%
	Total	39	16	10	65	100%
	%	60%	25%	15%		

Phase II - 82 Units NC						
Parkside	Unit Type	RU	LIHTC	Market	Total	%
	1 BR	7	8	5	20	24%
	2 BR	11	16	7	34	41%
	3 BR	10	7	6	23	28%
	4 BR	2	1	2	5	6%
	Total	30	32	20	82	100%
	%	37%	39%	24%		

Phase III - 80 Units REHAB						
Frederick Manor	Unit Type	RU	LIHTC	Market	Total	%
	1 BR	7	9		16	20%
	2 BR	16	16		32	63%
	3 BR	20			20	39%
	4 BR	12			12	24%
	Total	55	25	0	80	145%
	%	69%	31%	0%		

Phase IV - 51 Units NC						
Frederick Manor	Unit Type	RU	LIHTC	Market	Total	%
	1 BR	18		18	36	71%
	2 BR	7		8	15	29%
	3 BR				0	0%
	4 BR				0	0%
	Total	25	0	26	51	100%
	%	49%	0%	51%		

Phase V - 176 Units NC						
Frederick Manor	Unit Type	RU	LIHTC	Market	Total	%
	1 BR				0	0%
	2 BR	17	26	10	53	30%
	3 BR	29	44	18	91	52%
	4 BR	9	16	7	32	18%
	Total	55	86	35	176	100%
	%	31%	49%	20%		

Housing Plan - 454 Units						
Totals	Unit Type	RU	LIHTC	Market	Total	%
	1 BR	57	27	29	113	25%
	2 BR	65	64	29	158	35%
	3 BR	59	51	24	134	30%
	4 BR	23	17	9	49	11%
	Total	204	159	91	454	100%
	%	45%	35%	20%		

Phase I - 65 Units	
Moller Building--REHAB	
<u>Sources</u>	
LIHTC 9% Tax Credits	\$13,500,000
Historic Tax Credits	\$7,164,398
First Mortgage	\$2,919,991
State Soft Funds	\$2,038,500
Federal Home Loan Bank	\$1,500,000
Deferred Fee	\$1,082,476
Transferred Reserves	\$0
Rebates and Credits	\$158,750
Choice Neighborhoods	\$0
Total	\$28,364,114
<u>Uses</u>	
Hard Cost	\$20,058,500
Soft Cost	\$1,013,258
Financing Cost and Reserves	\$7,292,356
Total	\$28,364,114

Phase IV - 51 Units	
Frederick Manor--NEW CONSTRUCTION	
<u>Sources</u>	
LIHTC 9% Tax Credits	\$9,866,845
Historic Tax Credits	\$0
First Mortgage	\$2,055,375
State Soft Funds	\$2,056,000
Federal Home Loan Bank	\$0
Deferred Fee	\$288,283
Transferred Reserves	\$542,222
Rebates and Credits	\$96,250
Choice Neighborhoods	\$5,000,000
Total	\$19,904,975
<u>Uses</u>	
Hard Cost	\$14,202,038
Soft Cost	\$1,014,758
Financing Cost and Reserves	\$4,688,180
Total	\$19,904,975

Phase III - 80 Units	
Frederick Manor--REHAB	
<u>Sources</u>	
LIHTC 4% Tax Credits	\$14,640,370
Historic Tax Credits	\$0
First Mortgage	\$7,619,405
State Soft Funds	\$3,556,000
Federal Home Loan Bank	\$1,500,000
Deferred Fee	\$579,329
Transferred Reserves	\$542,222
Seller Note	\$6,300,000
Rebates and Credits	\$220,000
Choice Neighborhoods	\$0
Total	\$34,957,326
<u>Uses</u>	
Hard Cost	\$20,702,000
Soft Cost	\$1,014,758
Financing Cost and Reserves	\$13,240,568
Total	\$34,957,326

Phase II - 82 Units	
Parkside--NEW CONSTRUCTION	
<u>Sources</u>	
LIHTC 4% Tax Credits	\$10,159,766
Historic Tax Credits	\$0
First Mortgage	\$7,290,690
State Soft Funds	\$3,557,400
Federal Home Loan Bank	\$0
Deferred Fee	\$338,776
Transferred Reserves	\$478,736
Rebates and Credits	\$174,500
Choice Neighborhoods	\$8,000,000
Total	\$29,999,867
<u>Uses</u>	
Hard Cost	\$22,770,825
Soft Cost	\$1,013,258
Financing Cost and Reserves	\$6,215,784
Total	\$29,999,867

Phase V - 176 Units	
Frederick Manor--NEW CONSTRUCTION	
<u>Sources</u>	
LIHTC 4% Tax Credits	\$21,953,517
Historic Tax Credits	\$0
First Mortgage	\$23,239,422
State Soft Funds	\$3,623,200
Federal Home Loan Bank	\$0
Deferred Fee	\$76,182
Transferred Reserves	\$542,222
Rebates and Credits	\$357,250
Choice Neighborhoods	\$10,400,000
Total	\$60,191,793
<u>Uses</u>	
Hard Cost	\$48,753,600
Soft Cost	\$1,014,758
Financing Cost and Reserves	\$10,423,435
Total	\$60,191,793

Total - 452 Units	
<u>Sources</u>	
LIHTC Tax Credits	\$70,120,497
Historic Tax Credits	\$7,164,398
First Mortgage	\$43,124,883
State Soft Funds	\$14,831,100
Federal Home Loan Bank	\$3,000,000
Deferred Fee	\$2,365,045
Transferred Reserves	\$2,105,403
Rebates and Credits	\$1,006,750
Seller Note	\$6,300,000
Choice Neighborhoods	\$23,400,000
Total	\$173,418,076
<u>Uses</u>	
Hard Cost	\$126,486,963
Soft Cost	\$5,070,790
Financing Cost and Reserves	\$41,860,324
Total	\$173,418,076

FINAL PLAN

WHAT IS IT?

- » The Final Plan builds and refines the Draft Plan, including;
- » Income mix, phasing program, and breakdown by phase.
- » Relocation plan and policies to offer first preference to current residents to replacement housing.
- » Goals and strategies for implementation with metrics on how to track and measure:
 - Progress,
 - Timeframes,
 - Lead agencies and partners,
 - Resources to leverage.



DRAFT PLAN OVERVIEW & HUD COMMENTS

Community Fair

Hagerstown Choice Core Team members were present at the HHA Community Fair on Thursday, August 14th!

Information about the Final Plan was shared out with community members, residents, and local service organizations!



04 Questions?



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

Topic:
UPDATE Western Maryland Scenic Railroad Locomotive 202 Donation Agreement - *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Western_Maryland_Scenic_Railroad_Locomotive_202_Donation_Agreement_Council_Packet.pdf	UPDATE Western Maryland Scenic Railroad Locomotive 202 Donation Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: August 13, 2025

RE: UPDATE
Western Maryland Scenic Railroad
Locomotive 202 Donation Agreement

MAYOR AND COUNCIL ACTION REQUESTED

The following is an update to the Council conversation of July 8, 2025. Staff is still seeking Mayor and Council approval of a donation agreement of Locomotive 202 to the Western Maryland Scenic Railroad (WMSR)

DISCUSSION

The Council reviewed the proposed donation agreement on July 8, 2025, in public session. Two requests came from the conversation. The Council expressed concerns about the expense of returning Locomotive 202 to the City should the project not be completed in 10 years per the agreement. The cost to move the train from Hagerstown to Cumberland is estimated to be over \$100,000.

The suggestion was for WMSR to set aside \$10,000 annually for the 10-year period. This potential \$100,000 pot of money would be used to return the locomotive to Hagerstown if necessary. If the locomotive is refurbished in that time, the money remains that of WMSR to be used as they wish.

The language below has been added to the donation agreement. WMSR has reviewed this language and is agreeable to this contractual condition. See Page 5 for the following:

“As security for the cost of WMSR’s possible return of the Locomotive to the City, it shall establish a separate holding account in and FDIC insured financial institution, and shall deposit the sum of \$10,000 each year until the restoration is complete, with the first deposit to be made during calendar year 2025. WMSR shall provide statements of account for the holding account no less than annually to the City until the restoration is complete. No withdrawals may be made from the holding account without the express written permission of the City, except that WMSR may liquidate the holding account upon receipt of its official operating certification from the Federal Railroad Administration. WMSR shall promptly provide a copy of said certification to the City.”

The second comment by Council was for WMSR to provide a more detailed timeline. Unfortunately, providing a more detailed timeline would be difficult. WMSR does not have possession of Locomotive 202, nor have they completed a thorough evaluation of the locomotive itself. Until they have

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

possession, and have a better understanding of the condition of the locomotive, a more precise timeline is not possible.

For example, the firebox of the engine appears to be needing replaced. If true, the firebox may need replaced or rebuilt. Both come with different timelines. Same holds true with just about any other part on the locomotive. There are no spare parts and, therefore, any replacement comes from being rebuilt. Building these parts from scratch is a very laborious process. Placing a definitive timeline for such a unique project such as this is folly.

The intent of WMSR is to keep the City of Hagerstown informed of their progress. I believe WMSR wants to be as open and communicative as possible. There is also no reason City staff, the Mayor, or the Councilmembers cannot visit WMSR occasionally to view the progress. However, please keep in mind this is a donation. The City will not be overseeing the project in any sense of the word including physically or fiscally. WMSR assumes all risks with this project.

FINANCIAL IMPACT

As previously stated, the financial impact of relocating Locomotive Engine 202 is to be ZERO DOLLARS (\$0.00). However, there may be incidental cost involved when removing the locomotive from City Park. City staff will provide minimal assistance to WMSR as needed.

RECOMMENDATION

It is the recommendation of staff to enter into the draft agreement with the Western Maryland Scenic Railroad. Staff will be available to answer any questions regarding this agreement.

Att: WSMR Donation Agreement
C: Jason Morton, Attorney
Michelle Hepburn, Chief Financial Officer
Parks 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.
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Ext. 169

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

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: August 26, 2025

**TOPIC: APPROVAL OF A RESOLUTION: TO APPROVE THE DONATION OF STEAM
LOCOMOTIVE NUMBER 202 TO WESTERN MARYLAND SCENIC RAILROAD
DEVELOPMENT CORPORATION**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution for the donation of Steam Locomotive Number 202 to the Western Maryland Scenic Railroad Development Corporation (WMSR) for the purpose of restoring the locomotive for scenic tours.

The City shall convey the Locomotive to WMSR in “as-is” condition.

The donation set forth in the attached Donation Agreement is contingent upon WMSR’s renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the effective date. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the Locomotive be returned to it.

Date of Introduction:	August 26, 2025
Date of Passage:	August 26, 2025
Effective Date:	August 26, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE THE
DONATION OF STEAM LOCOMOTIVE NUMBER 202
TO WESTERN MARYLAND SCENIC RAILROAD
DEVELOPMENT CORPORATION**

RECITALS

WHEREAS, Western Maryland Scenic Railway Development Corporation (“WMSR”) provides scenic railroad tours between the City of Cumberland and the City of Frostburg as part of its business. WMSR is dedicated to preserving the rich history of the Western Maryland Railway;

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation (“the City”) owns a steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive) which is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the “Locomotive;”

WHEREAS, the City has offered to donate the Locomotive to WSMR, and WMSR has agreed to accept that donation subject to the terms and conditions of the attached Donation Agreement;

WHEREAS, after the donation of the Locomotive, WMSR intends to repair and restore it so it will be suitable for use for scenic railroad tours;

WHEREAS, the City shall convey the Locomotive to the WMSR in “AS IS” condition;

WHEREAS, prior to acceptance of the Locomotive, WMSR shall have the right to conduct a comprehensive assessment of its condition. The assessment shall be concluded on or before sixty (60) days from the Effective Date, and WMSR shall promptly provide the City with its findings;

WHEREAS, WMSR shall provide for the transportation of the Locomotive from the City’s property. WMSR shall be responsible for all insurances, permits and other requirements of the transportation, and shall indemnify and hold the City harmless for all claims arising out of transportation of the Locomotive from its present location;

WHEREAS, the donation set forth in the attached Donation Agreement is contingent upon WMSR’s renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the Effective Date. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the Locomotive be returned to it;

WHEREAS, as security for the cost of WMSR's possible return of the Locomotive to the City, it shall establish a separate holding account in an FDIC insured financial institution, and shall deposit the sum of \$10,000 each year until the restoration is complete;

WHEREAS, in recognition of the City's collaboration and support for the donation of the Locomotive, WMSR shall provide residents of the City of Hagerstown a with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity, with some exclusions;

WHEREAS, WMSR shall create an annual event to draw Hagerstown residents and show them the progress of the Locomotive's restoration program and eventual operation; and

WHEREAS the Mayor and Council believe the donation of the Locomotive to be in the best interest of the citizens of the City of Hagerstown and in the best interests of the Locomotive itself.

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 be and are hereby incorporated herein as if set forth verbatim.
2. That the donation of Steam Locomotive Number 202 to the Western Maryland Scenic Railroad Development Corporation be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Donation Agreement for Locomotive Number 202, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid Donation Agreement.

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: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, WMSR provides scenic railroad tours between the City of Cumberland and the City of Frostburg as part of its business; WMSR is dedicated to preserving the rich history of the Western Maryland Railway

WHEREAS, the City owns a steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, .) that is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the "Locomotive".

WHEREAS, the City has offered to donate the Locomotive to WMSR and WMSR has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement.
2. **Donation.** Subject to the terms and conditions set forth herein, the City agrees to donate the Locomotive to WMSR, and WMSR has agreed to accept that donation.
3. **Purpose of Donation.** WMSR intends to repair and restore the Locomotive so it will be suitable for use for scenic railroad tours.
4. **Condition.** The City shall convey the Locomotive to the WMSR in "AS IS" condition and without any representations or warranties other than those expressly set forth herein.

5. **Contingencies.** The donation of the Locomotive shall be subject to the following contingencies:

5.1. **Title.** To the best of its knowledge, the City knows of no other entity having claim to title to the Locomotive. The City knows of no liens and encumbrances to the Locomotive.

5.2. **Other Agreements.** To the best of its knowledge, the City knows of no current agreements, recorded or unrecorded, that pertain to the Locomotive, directly or indirectly.

5.3. **Condition of Locomotive.** The Locomotive shall be delivered to the WMSR free of all trash and debris, all items owned by third parties, and all items the City will not be donating to WMSR.

5.4. **Notices from Government Entities.** Upon the execution of this Agreement, the City shall provide WMSR with all notices and documentation, if any, issued by any government authority pertaining to safety violations or the condition of the Locomotive during the time the City owned it, without regard to whether the conditions which were the subject of the notices and documentation have been resolved.

5.5. **Inspection Rights.**

(a) The City will provide WMSR, its agents, employees, representative and contractors with such access to the Locomotive as is necessary to conduct a comprehensive assessment of its condition, whether and the extent to which it contains asbestos or asbestos containing materials, the work that will be required to restore it, and whether it is feasible to transport the Locomotive from its current location to WMSR's facilities in Cumberland, Maryland. The assessment shall be concluded on or before sixty (60) days from the Effective Date, and WMSR shall promptly provide the City with its findings.

(b) WMSR and any contractor(s) it retains for the performance of the inspection work described in subsections (a) and (b) above shall secure (i) comprehensive general public liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) per claim and per occurrence and shall name the City as an additional insured, and (ii) workers' compensation insurance in the statutory minimum amounts covering the inspection work described in this subsection, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

5.6. **Waiver of Contingencies.** WMSR may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement. These contingencies shall be deemed to have been waived unless WMSR gives the City written notice of its intent not to accept the donation of the Locomotive within sixty (60) days of the Effective Date, the said sixty (60) day period hereinafter being referred to as the "Due Diligence Period".

6. **Representations and Warranties.** As of the Effective Date and the date of the closing for the transfer of the Locomotive (the "Closing"), the City makes the following representations and warranties for the benefit of WMSR:

- (a) The City is, to the best of its knowledge, the legal owner of the Locomotive and has the authority to donate it to WMSR.
- (b) The Locomotive is, to the best of its knowledge, free from any liens, encumbrances or legal claims.

7. **Notice of Intent not to Proceed.** WMSR may elect not to proceed with the transaction contemplated by the terms of this Agreement for any reason or no reason at all provided it gives the City written notice of this election (hereinafter referred to as the "Notice of Intent not to Proceed") during the Due Diligence Period.

8. **Closing; Possession.**

(a) Closing shall take place on a date or dates agreed upon by the parties hereto no later than fifteen (15) days after the expiration of the Due Diligence Period. Closing shall not occur unless and until WMSR has secured funding sufficient to transport the Locomotive to its facility, in accordance with Paragraph 8 (e), below. WMSR shall produce proof of funding to the City no later than the expiration of the Due Diligence Period.

(b) The parties need not be physically present for Closing. Closing will be deemed to have been consummated upon the completion of the execution of the Bill of Sale.

(c) At the Closing, the City shall transfer all of its rights, title and interest in and to the Locomotive by means of an executed Bill of Sale in the form set forth in the Exhibit A attached hereto.

(d) At the Closing, the City shall deliver possession of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto to WMSR.

(e) WMSR acknowledges that the Locomotive is not legal for interchange and will require movement by either truck or flat car. At Closing, WMSR shall provide for the transportation of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto from the City's property and it shall provide all tie downs and related arrangements. WMSR is responsible for all insurances, permits and other requirements of the transportation, and shall indemnify and hold the City harmless for all claims arising out of transportation of the Locomotive from its present location.

(f) Immediately upon Closing, the City shall deliver possession of the Locomotive to the WMSR.

9. **Release; Indemnity.**

9.1. WMSR's Indemnification Obligation. WMSR hereby assumes liability for and agrees to defend, protect and hold the City and its officers, officials, employees, agents and representatives harmless from and against all liabilities (including without limitation any obligation based on strict liability and tort), claims, suits, causes of action, legal or administrative proceedings, demands, judgments, damages, losses, fines, penalties, costs and expenses including attorneys' fees and costs arising out of or in any manner connected with the ownership, transportation, use, operation or disposition of the Locomotive on and after the Closing Date.

9.2. City's Indemnification Obligation. The City hereby assumes liability for and agrees to indemnify, protect and hold WMSR and its officers, directors, employees, agents and affiliates harmless from and against any and all liabilities (including only actions sounding in strict liability and tort), arising out of or in any manner connected with the ownership, use or operation of the Locomotive prior to the Closing Date and prior to transport from its current location.

10. Delivery Details. WMSR shall accept delivery of the Locomotive at its current location at City Park, Hagerstown, Maryland. WMSR shall transport the Locomotive to its facilities in Cumberland, MD no later than one hundred eighty (180) days from the date of Closing. Failure to transport the Locomotive to WMSR facilities within one hundred eighty (180) days shall be grounds for the City to terminate the Agreement, in which case WMSR shall return it to its original location in City Park. WMSR shall be responsible for all transportation costs. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to WMSR's facilities in Cumberland, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

11. Risk of Loss. The Locomotive shall be held at the risk of the City until such time as the Closing has been completed.

12. Possession. The City agrees to give possession and occupancy of the Locomotive to WMSR upon the completion of closing.

13. Post-Donation Obligations.

13.1. Renovation and Repair. The donation provided herein is contingent upon WMSR's renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the Effective Date, and in accordance with the timeline attached hereto as Exhibit B. WMSR shall not use any parts or components from the Locomotive for any other locomotive, except with the express written consent of the City. The City shall have the right to inspect progress of restoration at five (5) years from the Effective Date, to ensure that restoration is proceeding in a manner consistent with this Agreement. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the

Locomotive be returned to it; provided, however, that, if the Locomotive has been renovated and repaired after this ten (10) year period and the City has not demanded its return, WMSR shall not be obligated to return it. Any demand for the return of the Locomotive must be made in writing. In the event the City is eligible to demand the return of the Locomotive, as provided herein, and it provides notice of such demand to WMSR, WMSR shall return the Locomotive (including all of its component parts) to the City in the same or better condition than it was in as of the Effective date; provided, however, that if the Locomotive is partially restored, it may be returned to the City in that condition.

As security for the cost of WMSR's possible return of the Locomotive to the City, it shall establish a separate holding account in an FDIC insured financial institution, and shall deposit the sum of \$10,000 each year until the restoration is complete, with the first deposit to be made during calendar year 2025. WMSR shall provide statements of account for the holding account no less than annually to the City until the restoration is complete. No withdrawals may be made from the holding account without the express written permission of the City, except that WMSR may liquidate the holding account upon receipt of its official operating certification from the Federal Railroad Administration. WMSR shall promptly provide a copy of said certification to the City.

Notwithstanding the foregoing, the City may demand that WMSR perform a cosmetic restoration of the Locomotive before it is returned to the City. Any such demand shall be set forth in the written demand for the return of the Locomotive. If the City elects to proceed with a cosmetic restoration, the City will be responsible for providing or paying for the resources and materials necessary for the performance of that work, and WMSR shall furnish of the labor to perform that work. WMSR shall be responsible for returning the Locomotive to the City and/or bearing all costs associated with such return. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to the City's location of choice in Hagerstown, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

13.2. Perpetual Discount for Hagerstown Residents. In recognition of the City's collaboration and support for the donation of the Locomotive, WMSR shall provide residents of the City of Hagerstown a with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity. This discount will not apply for third-party licensed events, such as The Polar Express™ Train Ride and other similar special events not directly operated by WMSR. In order to be eligible for the discount, Hagerstown residents must provide government-issued picture identification showing that they reside in Hagerstown to support their discounted ticket pricing.

13.3. WMSR shall create an annual event to draw Hagerstown residents and show them the progress of the Locomotive's restoration program and eventual operation.

14. Remedies upon Default. If either party breaches the terms of this Agreement, the non-breaching party may pursue such rights and remedies as may be available in law or in equity,

including without limitation, an action for specific performance of this Agreement. The prevailing party in any such litigation shall be entitled to be indemnified for its reasonable attorneys' fees, court costs and litigation expenses.

15. Survival. With the exception of Section 5, the terms, provisions, covenants and conditions herein contained herein shall not merge into the Bill of Sale. Rather, they shall survive the Closing.

16. Assignability. This Agreement may not be assigned except by written agreement of the parties. Either party may refuse to assign this Agreement for any reason or no reason at all.

17. Captions. The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

18. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by overnight delivery or hand-delivered at the address stated below. Such notices may also be provided by email, provided the recipient acknowledges receipt by means of a responsive email.

To the City:

City Administrator (presently Scott Nicewarmer)
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
snicewarner@hagerstownmd.org

To WMSR:

Wesley Heinz
Executive Director
Western Maryland Scenic Railroad
13 Canal Street, 2nd Floor
Cumberland, MD 21502
wheinz@wmsr.com

19. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

20. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or

unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

21. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles. It shall be enforceable with an action commenced and maintained in the Circuit Court for Allegany County, Maryland, the Circuit Court for Washington County, the District Court of Maryland for Allegany County or the District Court of Maryland for Washington County. The parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or one that lacks proper venue.

22. **Waiver of Jury Trial.** THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

23. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural, and the plural shall include the singular.

24. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

25. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

26. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically (but not by facsimile machine) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

27. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____ (SEAL)
William B. McIntire, Mayor

Date

**WESTERN MARYLAND SCENIC RAILROAD
DEVELOPMENT CORPORATION**

By: _____ (SEAL)
Wesley Heinz, Executive Director

Date

EXHIBIT A

THIS QUITCLAIM BILL OF SALE is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), The City does hereby quitclaim unto WMSR, all of the City's right, title and interest, if any, in and to the 1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, commonly known as Locomotive 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively as the "Locomotive".

TO HAVE AND TO HOLD the Locomotive unto WMSR and WMSR's successors and assigns forever.

The locomotive is being quitclaimed "as is", "where is", and "with all faults" as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied, with the exception of those expressly set forth in the Donation Agreement executed by the parties hereto. The City specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Locomotive or the City's title thereto with the exception of those expressly set forth in the said Donation Agreement.

With the exception of facsimile transmission, each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies of this Bill of Sale. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original.

This Bill of Sale may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____ (SEAL)
William B. McIntire, Mayor

Date

**WESTERN MARYLAND SCENIC RAILROAD
DEVELOPMENT CORPORATION**

By: _____ (SEAL)
Wesley Heinz, Executive Director

Date



Exhibit B
***Restoration Schedule for
Western Maryland Railway #202***

Phase 1: 2025 – 2026

Launch and Initial Assessments

- Fundraising Begins Immediately
 - Tear Down
 - Superheater Units Are Removed from the Locomotive
 - Ultrasound (Boiler Inspection)
 - Preliminary FRA Inspection
-

Phase 2: 2027 – 2028

Engineering and Planning

- Form 4 Boiler Calculations
 - Detail Running Gear Inspection
 - Interior Acid Wash of the Boiler
 - Hydrostatic Test for boiler inspection
 - Remove Boiler Flues & Tubes
 - Exterior Sand Blast Boiler Shell and Apply THERMOLUX for rust prevention
 - Interior of Boiler Barrel will receive a coating of APEXIOR 3 for rust/scale prevention
-

Phase 3: 2029 – 2031

Begin Restoration Work

- Begin Boiler Work – Removal of Non-Compliant Material
 - Preparations for Sourcing Replacement Material
 - Firebox Sheet Removal and Replacement
 - Begin Major Running Gear Maintenance
 - Appliance Inspection
 - Appliance Restoration & Acquisition
-



Restoration Schedule for Western Maryland Railway #202

Phase 4: 2031 – 2032

Tender, Cab, and Boiler Component Preparation

- Tender Disassembly
 - Tender Repair
 - Tender Reassembly
 - Tender Painted
 - Cab Fabrication
 - Flues and Tubes Ordered
 - Superheater Units Tested and Polished for Installation
 - Rebuild Turret Valves and Appliances Continuing.
 - Fabrication of Missing Appliances, Water Column, and/or Turret/Valves
-

Phase 5: 2033 – 2034

Testing and Reassembly

- Hydrostatic Testing of the Boiler
 - FRA Witness of Hydrostatic Test
 - Repair Any Deficiencies Found During Hydrostatic Testing
 - Boiler Test Firing
-

Final Phase: 2035

Completion and Certification

- Reassembly of Key Components
- FRA Inspections to Place the Locomotive in Service

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

Topic:

Columbia Gas Access Easement at 441 S. Potomac Street – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Access_Easemeent_for_Columbia_Gas.pdf

Description

Access Easement for
Columbia Gas



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

August 19, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JMB

RE: Access easement for Columbia Gas

1. Background

As part of the discussion of the potential closure of the Summit Avenue railroad crossing, the Council indicated that a condition of the closure would be to address the concerns of Columbia Gas with regard to access to their storage yard on Sycamore Street. After studying the access issue, staff feels that the best solution is for the City to grant an access easement to Columbia Gas across the property where the City's Public Works storage yard/parking lot is located.

2. Mayor & Council Action Requested

Review this information, and determine whether or not to grant an access easement to Columbia Gas. If Council is in agreement, a resolution to that effect will be presented for the Council's consideration at the August 26th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion

Under current conditions, Columbia Gas uses the Summit Avenue railroad crossing to direct large delivery trucks to their facility on Sycamore Street; it is very difficult for large trucks to access Sycamore Street from S. Potomac Street due to the narrowness of the streets and existing on-street parking. If the Summit Avenue crossing is closed, Columbia Gas will need another way for large trucks to access their storage yard.

The Columbia Gas storage yard extends south to border both the City-owned property at 441 S. Potomac Street, and the Public Works storage yard near Memorial Park (see attached vicinity map).

Large trucks could use the existing public alley near the Community Garden to reach the Columbia Gas property; however, for a truck to physically enter their storage yard, they would have to cut across part of the 441 S. Potomac Street property to do so. Staff felt that this would limit the future use of that property, and looked for another solution. What is proposed is an access easement that would essentially form an extension of Alley #2-106 westward to hit another portion of the Columbia Gas property; this would allow large trucks to drive straight in to the storage yard without having to turn across other properties. This easement is shown on the attached drawing.

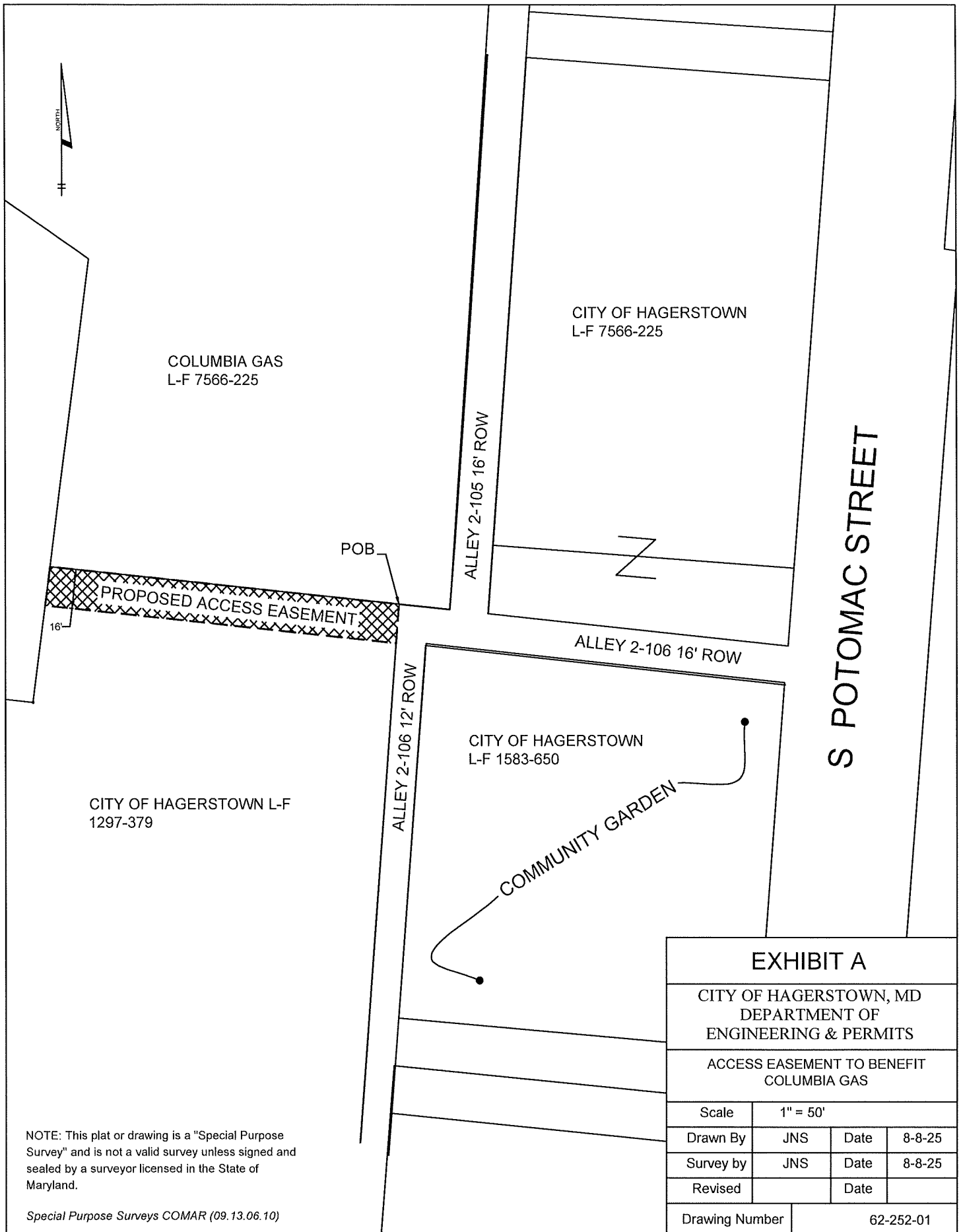
The Public Works Department has indicated that granting this easement will not impact access to their storage yard or Memorial Park. Columbia Gas has indicated that they typically have one or two large truck deliveries per week, so the volume of traffic using the easement would be minimal. If this easement is granted, Columbia Gas has indicated that their access concerns will have been satisfied, and that they would support the closure of the Summit Avenue railroad crossing.

attachments: Vicinity Map
Easement exhibit & legal description

cc: Eric Deike
Bill Killinger



Vicinity Map showing proposed easement in relation to City & Columbia Gas properties



Property description for Columbia Gas easement:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North $83^{\circ} 56' 29''$ West a distance of 144.48' to a point thence South $7^{\circ} 15' 36''$ West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South $83^{\circ} 56' 29''$ East to a point on the western right of way of alley 2-106, thence North $4^{\circ} 10' 56''$ East to the point of beginning and containing 2319 square feet m/l.

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

Topic:

U. S. Cellular Request for Approval Colocation Agreement – *Nancy Hausrath Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

MEMO_US_CELLULAR_COLOCATION_REQUEST_08262026_(1).pdf

MEMO: US Cellular
Colocation
Agreement



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: US Cellular – Request for Approval
Colocation Agreement
Date: August 12, 2025

The City of Hagerstown entered into a ground lease agreement with US Cellular on June 22, 2006 for the construction of a cellular tower at 13500 Volvo Way. In July of 2007 US Cellular requested and was granted approval for a collocation agreement with Vista PCS, LLC.

April 2025, the Mayor and City Council approved a colocation agreement requested by US Cellular (USCOC of Cumberland, LLC) to allow New Cingular Wireless to collocate at the tower site at 13500 Volvo Way.

In May 2024, T-Mobile, United States Cellular Corporation, and Telephone and Data Systems, Inc. entered into securities purchase agreement. In this agreement, T-Mobile acquired USCC's wireless operations; however, US Cellular will continue to own the Hagerstown North and the associated lease.

Much like was approved in April 2025, US Cellular is requesting approval for T-Mobile to collocate at the tower site at 13500 Volvo Way.

This request is consistent with the existing contract with US Cellular and, as such, staff are recommending the Mayor and City Council approve the colocation request from US Cellular.

Staff will be available at August 19, 2025 Mayor and City Council Work Session to discuss and answer any questions that arise.

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

Topic:

FY26 Potential Employee Stipends: Transition to Bi-Weekly Pay Cycle – *Michelle Hepburn, Chief Financial Officer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

08.19.25_Memo_FY26_Potential_Employee_Stipends.pdf

Description

Memo FY26 Potential
Employee Stipends



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer

Date: August 19, 2025

Subject: FY26 Potential Employee Stipends: Transition to Bi-Weekly Pay Cycle

During the August 19th Work Session, staff requests Mayor and Council consideration of a stipend for all FT, PT and Seasonal employees. As the new Workday software implementation has started and progressed, it has become important to convert the City of Hagerstown from a weekly to a bi-weekly pay cycle for many business reasons.

Realizing that many of our employees have become dependent upon a weekly pay check to cover individual lifestyles and bills, staff is recommending that a one-time stipend be provided at the point of transition. Based upon current estimates, this would likely happen during the 1st quarter of Calendar 2026.

One-time Payment & Estimated Cost

The stipend would apply to any active FT, PT or Seasonal employee at the time of transition to a bi-weekly pay cycle.

- Must be an active FT, PT or Seasonal employee during pay cycle change
- Excludes any FT, PT or Seasonal employee that have tendered a resignation before this implementation date (to be determined later)
- Payment would happen on the first week of no pay
- Payment will be the equivalent of 20 hours of each person's applicable hourly rate in financial software system at the time of transition to bi-weekly schedule
- All applicable federal and state taxes will be deducted from this payment

Funding Source

Approximately 65%-70% of the total costs would be within the General Fund. At this time, it is recommended that the future funding source would be Fund Balance Reserves within each applicable area. As it is not feasible to predict how many staff will be eligible during 1st quarter of Calendar 2026, staff will return to provide an update on the actual cost later this fiscal year.

A Motion to approve moving forward with the employee stipends as outlined above will be included at the August 26th Regular Session if agreeable.



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

Topic:

Rent Stabilization – *Tiara Burnett, City Councilmember*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Rent_Stabilization_8.19.25.pdf

Description

MEMO: Rent Stabilization



CITY OF HAGERSTOWN, MARYLAND

The Honorable Tiara Burnett

One East Franklin Street • Hagerstown, MD 21740

E-mail: MayorAndCouncil@hagerstownmd.org

Telephone: 301.766.4175 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

MEMORANDUM

To: Mayor and Council

From: Councilwoman Tiara Burnett

Date: August 15, 2025

Subject: Strategic Plan 2025-2028 – Focus Area #1: Affordable Housing & Homeless Solutions – Rent Stabilization

During the August 19 Work Session, I will lead discussion on rent stabilization as part of the City's Affordable Housing & Homeless Solutions initiative. Maryland has no statewide rent control, but several counties and municipalities have enacted local laws. This memo summarizes examples of jurisdictions in Maryland regarding rent stabilization.

1. Montgomery County

- Adopted: Bill 15-23 (July 20, 2023); in effect July 23, 2024.
- Cap: Lesser of CPI-U + 3% or 6% (2025 = 5.7%).
- Applies to: Most licensed rentals ≥ 23 years old.
- Exemptions: Newer buildings (< 23 years), substantial renovations, certain property types.

2. Prince George's County

- Adopted: Permanent Rent Stabilization and Protection Act (June 18, 2024); in effect September 15, 2024.
- Caps:
 - Non-senior housing: Lesser of CPI-U + 3% or 6% (2025–26 = 5.7%).
 - Senior housing: Lesser of CPI-U or 4.5% (2025–26 = 2.7%).
- Exemptions: New builds (post-2000), medical/religious/nonprofit shelters, owner-occupied duplexes/group homes, ADUs, certain condos, hotels/dorms, assisted living/nursing homes, regulated affordable housing, small landlords (≤ 5 units), cooperatives.
- Enforcement: Fines (\$1,000 first offense; \$5,000 subsequent). Annual allowance announced by May 1 for July–June cycle.

3. Takoma Park (City)

- Adopted: 1981 ordinance – only municipality in Maryland with ongoing rent control.
- Cap: CPI (Washington–Baltimore) – 2025–26 = 2.4%.
- Notice: Two months required.
- Exemptions: Single-family rentals, accessory apartments, owner-occupied group homes, two-unit owner-occupied dwellings, affordable housing, new buildings (5-year exemption).
- Administration: Annual landlord report due Sept 30.

I am requesting that the Mayor and Council continue to research rent stabilization laws implemented in other jurisdictions and return to a future work session to evaluate the pros and cons. As part of this process, we should engage key stakeholders—including landlords, tenants, housing advocates, property managers, and community organizations—to gather feedback and ensure a well-informed decision. Additionally, consideration should be given to establishing appeal processes for landlords, as well as seeking input from City staff and legal counsel to review compliance, enforcement, and potential risk implications.

References

- Montgomery County Government – Department of Housing and Community Affairs: Rent Stabilization
<https://www.montgomerycountymd.gov/DHCA/Tenants/RentStabilization.html>
- Prince George’s County Government – DPIE: Permanent Rent Stabilization and Protection Act
<https://www.princegeorgescountymd.gov/departments-offices/news-events/news/permanent-rent-stabilization-and-protection-act-prsa>
- Takoma Park City Government: Rent Stabilization Allowance & Requirements
<https://takomaparkmd.gov/1594/Rent-Stabilization-Rent-Increase-Allowance>

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

Topic:

Vending Machine Ordinance - Public Sidewalks - *Amanda Gregg, Chief Housing and Community Development Officer and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Vending_Machine_Memo_8.14.25.pdf

Description

Vending Machine Ordinance



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development


One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

Telephone: 301-739-8577, ext. 103 • Website: www.hagerstowndhcd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Paul W. Fulk, Neighborhood Services Manager 
Amanda Gregg, Chief Housing and Community Development Officer

DATE: August 14, 2025

SUBJECT: Vending Machines Ordinance - Public Sidewalks

Staff from the Department of Housing & Community Development will be present at the August 19th Mayor and City Council meeting to discuss a proposal to regulate vending machines on public sidewalks. This was previously discussed during the May 6th work session. At this meeting, staff was given direction to develop a registration program.

Proposed Program Summary

The goal of the registration program is to encourage responsible management and use of vending machines on public sidewalks while also protecting pedestrian traffic. The program would require all vending machines to be registered when placed on a public sidewalk. Vending machines would only be permitted in commercial and industrial zoning districts and must be an accessory use to the business at the property. Vending machines in residential zoning districts would be prohibited at a property unless they were on the public sidewalk at the property that is associated with a non-conforming business.

All applications submitted to the department must provide a drawing depicting the location of the vending machine on the sidewalk, providing measurements to pedestrian impediments and curb. The drawing is to also include the size of the vending machine as the ordinance will limit the size of machine. The application must include a copy of the operator's Maryland Vending Machine License which is issued by the Washington County Circuit Court. In addition to the state license, if applicable, the application is to include a copy of their Washington County Health Department License. Health Department Licenses are required when the vending machine

dispenses micro market items such as prepackaged meals. Included with the application, there is to be written permission on placing vending machine(s) on the sidewalk from the property owner. There must be up-to-date contact information provided to the department on who is responsible for the maintenance of the machine in the event they are damaged. Lastly, the application requires a statement on how the vending machine is an accessory use to the business.

There would be no fee for this registration. The program would be ensuring all vending machines meet all laws adopted by the state and local jurisdictions including federal requirements for safely traversing public sidewalks.

The program will be limiting the number of vending machines that can be placed on a public sidewalk. This calculation is based off the linear sidewalk street frontage. When the linear sidewalk frontage is less than 50 feet, the property would be limited to one vending machine. Two vending machines would be permitted when there is more than 50 linear feet but less than 100 linear feet. A maximum of three vending machines would be permitted on a property and they must have over 100 linear feet of sidewalk street frontage.

Since the vending machines are placed on the public sidewalks, the program will require the vending machines to be equipped with an anti-tip bracket, anti-tip legs, or anchored. The power requirements for vending machines are to comply with the currently adopted Electrical Code of the City of Hagerstown. Those current requirements are the equipment must have a permanent source of power that is GFCI protected. The GFCI outlet must have an in use cover and cannot be located behind the vending machine.

Next Steps

Provide staff direction on the drafted vending machine ordinance for equipment placed on a public sidewalk. Staff will then continue to work with the City Attorney on finalizing the ordinance for introduction.

C: City Attorney
Jim Bender, City Engineer
Emily McFarland, Neighborhood Services Programs Coordinator

Chapter 234 – Vending Machines

§234-1. Purpose.

The purpose of this chapter is to regulate the placement of vending machines on sidewalks located within the City of Hagerstown. This is to assure compliance with all laws, ordinances and regulations applicable to vending machines, to encourage responsible management and use of vending machines. This chapter is also to protect, preserve, and promote the health, safety and welfare of the citizens of Hagerstown by education and implementation and enforcement of reasonable registration provisions.

§234-2. Definitions

As used in this chapter, the following terms shall have meanings indicated:

DEPARTMENT

The Department of Housing and Community Development of the City of Hagerstown

SIDEWALK

Shall have the definition as set forth in Chapter 216, Streets and Sidewalks.

VENDING MACHINE

Any mechanical, electronic, or similar self-service device that sells goods or offers goods for sale.

§234-3. Registration required.

All vending machines placed on a sidewalk shall be subject to registration with the Department.

- A. Registration of each vending machine placed on a sidewalk shall be submitted on the form adopted by the Department, shall be updated annually, and shall be accompanied by:
- 1) A drawing depicting the size (height, width, and length) and the location of the vending machine (width of the sidewalk, distance between vending machine and curb edge, utility poles, and other similar impediments to pedestrian traffic);
 - 2) Written proof of permission to install and maintain a vending machine on the sidewalk from the owner of the property;
 - 3) Copy of current Maryland Vending Machine License, issued by Washington County, MD Circuit Court;
 - 4) Copy of current Washington County, Maryland Health Department License, if applicable;

- 5) Up-to-date name and contact information for each person or entity responsible for the maintenance of the vending machine;
 - 6) Statement on vending machine(s) goods sold are an accessory use of the business at the property.
- B. All vending machines in existence in the City upon the effective date hereof shall, within 90 days of the effective date of this chapter, be registered with the Department and in compliance with the requirements of this chapter.
- C. There shall be no registration fee.

§234-4. Requirements

All vending machines shall comply with the following requirements:

- A. Permitted zones. Vending machines are permitted only in industrial and commercial zoning districts. Vending machines placed on a sidewalk at an active, non-conforming business, and meeting the requirements of this chapter, in a residential zoning district is permitted until non-conformity has expired.
- B. Location and design. Vending machines shall be subject to the following provisions:
- 1) Vending machines shall not obstruct pedestrian traffic;
 - 2) The total allowable number of vending machines per property shall be defined by the length of the sidewalk for the property on which the vending machine is located, with the following limitations:
 - a) Sidewalk linear street frontage equal to or less than 50 linear feet: a maximum of one vending machine is permitted;
 - b) Sidewalk linear street frontage greater than 50 linear feet and up to 100 linear feet: a maximum of two vending machines are permitted;
 - c) Sidewalk linear street frontage greater than 100 linear feet: a maximum of three vending machines are permitted.
- C. Size restrictions. The maximum size for any vending machine shall not exceed sixty (60) inches in width by thirty-six (36) inches in depth by eighty (80) inches in height.
- D. Vending machine(s) shall be constructed of noncombustible material and shall be equipped with an anti-tip bracket, anti-tip legs, or anchored.
- E. Electrical requirements to power the vending machine(s) shall comply with the currently adopted Electrical Code of the City of Hagerstown.
- F. Maintenance. Each vending machine and the property upon which it is located shall be maintained in a safe and well-maintained condition and shall be subject to the requirements of the Land Management Code, the Property Maintenance Code, and the Nuisance Abatement Chapter of the City Code.

§234-5. Violations and Penalties

Any person or entity who owns, controls, or maintains a vending machine or the property upon which it is located and who violates any of the provisions of this chapter and fails to abate such violation after notice has been provided to the person or entity responsible for maintenance of the vending machine shall, upon conviction thereof, be guilty of a municipal infraction and subject to a fine of up to \$5,000 for each offense per the Municipal Infractions Programs Policy adopted by the Mayor and City Council. A separate offense shall be deemed committed for each day on which the violation exists.

§234-6. Severability.

Should any section, subsection, sentence, clause, or phrase of this chapter be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the chapter its entirety or any part thereof other than that portion declared to be invalid.

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

Topic:

Municipal Infractions (Fines) Changes - *Amanda Gregg, Chief Housing and Community Development Officer and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Municipal_Infractions_Memo_Packet_8.14.25.pdf

Description

Municipal Infractions
Changes



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

Telephone: 301-739-8577, ext. 103 • Website: www.hagerstowndhcd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Paul W. Fulk, Neighborhood Services Manager 
Amanda Gregg, Chief Housing and Community Development Officer

DATE: August 14, 2025

SUBJECT: Municipal Infractions (Fines) Changes

Staff from the Department of Housing & Community Development will be present at the August 19th Mayor and City Council meeting to discuss a proposal to amend municipal infraction civil citations for selected chapters of the City Code. This was previously discussed during the July 15th work session. At this meeting, staff was given direction to develop an escalating fine schedule for violations of the select ordinances.

Proposed Escalation

The escalating fine schedule is being proposed since Maryland Law was recently amended increasing the maximum municipal infraction fine amounts for civil offenses from \$1,000 to \$5,000. The state law change takes effect on October 1, 2025.

The selected path during the work session was to utilize the following escalating fine schedule:

First Offense	\$250.00
Second Offense	\$500.00
Third Offense	\$1,000.00
Fourth Offense	\$2,500.00
Fifth Offense	\$5,000.00

Attached are amendments to Chapters 64-8 (Property Maintenance Code), 185 (Nuisance Abatement), 232 (Vacant Non-Residential Structures), and 233 (Vacant Residential Structures) to reflect the escalating fine schedule. The registration/license programs, Chapters 232 and 233, increases the maximum fine amount to \$5,000 and provides staff guidance on how to administer fine amounts based on a policy that would be adopted by the Mayor and City Council. The drafted policy is attachment 4.

This policy was drafted to guide staff on the offense level for when a section of the registration/license Chapters are violated and when to escalate the fine based on the number of offenses in a two-year time period.

Chapter 1 Amendment

During the review of drafting the ordinances amendments, it was identified Chapter 1, Article III of the City Code must also be amended. This current chapter states the maximum fine amount is \$1,000 for any municipal infraction civil citations issued in the City of Hagerstown. If amendments to the selected ordinances are desired, this chapter must also be amended.

Next Steps

Provide staff direction on the drafted amendments for municipal infraction civil citations for the selected ordinances. Staff will then continue to work with the City Attorney on finalizing the amendments for introduction.

C: City Attorney
Emily McFarland, Neighborhood Services Programs Coordinator

Attachment 1 – Property Maintenance Code Amendment
Attachment 2 – Nuisance Abatement Amendment
Attachment 3 – Vacant Structure Ordinances Amendments
Attachment 4 – Municipal Infractions Programs Policy
Attachment 5 – Chapter 1, Article III Municipal Infractions Amendment

Attachment 1 – Property Maintenance Code Amendment

106.4 Penalty. Unless specifically punishable as a misdemeanor, any violation of this code shall be considered a municipal infraction and subject to the regulations as set forth in Chapter 1, General Provisions, Article III, Municipal Infractions, of the City Code. The ~~maximum~~ fines in dollars imposed ~~for each violation~~ shall be as follows:

1 st offense -	\$250.00
2 nd offense -	\$500.00
3 rd offense -	\$1,000.00
4 th offense -	\$2,500.00
5 th offense -	\$5,000.00

An offense is a notice citing violation(s) of the adopted code. Each violation shall be assessed the municipal infraction fine amount for the qualifying offense.

The fine offense escalation would increase within a two (2) year time period when:

1. New violation(s) at the same premises under the same ownership or control are issued municipal infractions related to the new violation(s); or
2. Continuation of violation(s) after receiving a judgment from Maryland District Court

The offense escalation would reset after:

1. Arms length property transaction of the real property; or
2. No municipal infractions issued within a two-year time period at the same premise and under the same ownership or control.

Municipal Infraction Fines

Code Section	Title	Fines
102.2.1	Utilities	1,000.00
108.1	General	1,000.00
108.1.1	Unsafe Structure	1,000.00
108.1.2	Unsafe Equipment	1,000.00
108.1.3	Structure Unfit for Human Occupancy	1,000.00
108.1.4	Unlawful Structure	1,000.00
108.2	Closing of Vacant Structure	1,000.00
108.2.1	Securing with Lumber	200.00
108.4.1	Placard Removal	1,000.00
108.5	Prohibited Occupancy	1,000.00
109.2	Temporary Safeguards	200.00
110.1.1	Unreasonable Repairs	1,000.00
110.3	Failure to Comply	1,000.00

Chapter 3 General Requirements **Section 301 General**

301.2	Responsibility	1,000.00
301.3	Vacant Structures and land	1,000.00

Section 302
Exterior Property Areas

302.1	Sanitation	200.00
302.2	Grading and drainage	200.00
302.3	Sidewalks and driveways	200.00
302.3.1	Nuisance Ice and Snow	200.00
302.4	Weeds	200.00
302.4.1	Weeds—Specified areas	200.00
302.4.2	Trees and shrubbery	200.00
302.4.3	Trees and shrubbery Height Requirements	200.00
302.5	Harborage	200.00
302.6	Exhaust vents	200.00
302.7	Accessory Structures	200.00
302.8	Motor Vehicles	200.00
302.9	Defacement of property	200.00
302.10	Hazardous Fences	200.00
302.11	Signs	200.00

Section 303
Swimming Pools, Spas, and Hot Tubs

303.1	Swimming Pools	200.00
303.1.1	Requirements	500.00
303.2	Enclosures	1,000.00

Section 304
Exterior Structure

304.1	General	500.00
304.2	Protective Treatment	500.00
304.3	Premises Identification	100.00
304.3.1	Premises Identification Rear	100.00
304.4	Structural Members	500.00
304.5	Foundation Walls	500.00
304.6	Exterior Walls	200.00
304.7	Roofs and Drainage	200.00
304.8	Decorative Features	200.00
304.9	Overhang Extensions	200.00
304.10	Stairways, decks, porches, balconies	500.00
304.11	Chimneys and towers	200.00
304.13	Window, Skylight, and Door Frames	200.00
304.13.1	Glazing	200.00
304.13.2	Openable Windows	200.00

304.14	Insect Screens	200.00
304.15	Doors	200.00
304.16	Basement Hatchways	200.00
304.18	Building Security	200.00
304.18.2	Building Security—Windows	200.00
304.18.3	Building Security—Window Locking Devices	500.00
304.18.4	Building Security—Basement Hatchways	200.00

Section 305 **Interior Structure**

305.1	General	500.00
305.2	Structural Members	500.00
305.3	Interior Surfaces	200.00
305.4	Stairs and Walking Surfaces	200.00
305.6	Interior Doors	200.00

Section 306 **Handrails and Guardrails**

306.1	Handrails	200.00
306.2	Handrail Grip-size	200.00
306.3	Handrail Clearance	200.00
306.4	Guardrails	200.00
306.5	Guardrail Opening Limitations	200.00

Section 307 **Rubbish and Garbage**

307.1	Accumulation of Rubbish and Garbage	200.00
307.2	Disposal of Rubbish	200.00
307.2.1	Refrigerators	200.00
307.3	Disposal of Garbage	200.00
307.3.1	Containers	200.00
307.3.2	Container Placement	200.00

Section 308 **Extermination**

308.1	Infestation	200.00
308.2	Owner	200.00
308.3	Single Occupant	200.00
308.4	Multiple Occupancy	200.00
308.5	Shared Area	200.00
308.6	Occupant	200.00

308.7	Documentation	200.00
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Chapter 4 Light, Ventilation, and Occupancy

Section 401 General

401.2	Responsibility	1,000.00
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Section 402 Light

402.1	Habitable Spaces	200.00
402.2	Common Halls and Stairways	200.00
402.3	Other Spaces	200.00

Section 403 Ventilation

403.1	Habitable Spaces	200.00
403.2	Bathrooms and Toilet Rooms	200.00
403.3	Kitchens	200.00
403.4	Cooking Facilities	500.00
403.5	Process Ventilation	500.00
403.6	Clothes Dryer Exhaust	200.00
403.6.1	Transition Ducts	200.00
403.6.2	Maximum Length Calculation	200.00

Section 404 Occupancy Limitations

404.1	Privacy	200.00
404.2	Minimum Room Widths	200.00
404.3	Minimum Ceiling Heights	200.00
404.4.1	Area for Sleeping Purposes	200.00
404.4.2	Access from Bedrooms	200.00
404.4.3	Water Closet Accessibility	200.00
404.4.4	Prohibited Occupancy	200.00
404.4.5	Other Requirements	200.00
404.5	Overcrowding	200.00
404.6	Efficiency Unit	200.00
404.7	Food Preparation	200.00
404.7.1	Countertop minimum size	200.00
404.7.2	Countertop minimum dimensions	200.00
404.7.3	Countertop height	200.00

404.8	Kitchen Floor Surfaces	200.00
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Chapter 5

Plumbing Facilities and Fixture Requirements

Section 501

General

501.2	Responsibility	1000.00
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Section 502

Required Facilities

502.1	Dwelling Units	500.00
502.2	Rooming Houses	500.00
502.3	Hotels	500.00
502.4	Employee's Facilities	500.00
502.4.1	Drinking Facilities	200.00

Section 503

Toilet Rooms

503.1	Privacy	200.00
503.2	Location	500.00
503.3	Location of Employee Toilet Facilities	500.00
503.4	Floor Surface	200.00

Section 504

Plumbing Systems and Fixtures

504.1	General	200.00
504.2	Fixture Clearances	200.00
504.3	Plumbing System Hazards	500.00

Section 505

Water System

505.1	General	500.00
505.2	Contamination	500.00
505.3	Supply	500.00
505.4	Water Heating Facilities	500.00
505.4.1	Relief valve approval	500.00
505.4.2	Requirements for discharge piping	500.00

Section 506

Sanitary Drainage System

506.1	General	500.00
506.2	Maintenance	500.00

Section-507 Storm Drainage

507.1	General	200.00
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Chapter-6 Mechanical and Electrical Requirements

Section-601 General

601.2	Responsibility	1000.00
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Section-602 Heating Facilities

602.2	Residential Occupancies	500.00
602.3	Heat Supply	500.00
602.4	Occupied Work Spaces	500.00

Section-603 Mechanical Equipment

603.1	Mechanical Equipment	500.00
603.1.1	Mechanical Services	200.00
603.2	Removal of Combustion Products	500.00
603.3	Clearances	500.00
603.4	Safety Controls	500.00
603.5	Combustion Air	500.00
603.5.1	Prohibited locations	500.00
603.6	Energy Conservation Devices	500.00

Section-604 Electrical Facilities

604.2	Service	500.00
604.3	Electrical System Hazards	500.00
604.3.1	Receptacles over heaters	500.00
604.3.2	Non-grounding receptacles	500.00
604.3.3	Electrical Device Hazards	100.00
604.4	Access to occupants	500.00

Section-605
Electrical Equipment

605.1	Installation	500.00
605.2	Receptacles	200.00
605.2.1	Ground—Fault—Circuit—Interrupter Receptacles	500.00
605.3	Equipment Connected by Cord and Plug	200.00
605.4	Lighting Fixtures required	200.00
605.4.1	Lighting Fixtures maintenance	200.00
605.4.2	Lighting Fixtures in Closets	200.00
605.4.3	Lighting Fixtures in Wet and Damp Locations	500.00
605.4.4	Lighting Fixtures in Bathtub and Shower Areas	500.00
605.5	Switch Access	500.00
605.5.1	Switches Wet Locations	500.00

Section-606
Elevators, Escalators, and Dumbwaiters

606.1	General	500.00
606.2	Elevators	500.00

Section-607
Duct Systems

607.1	General	200.00
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Chapter-7
Fire Safety Requirements

Section-701
General

701.2	Responsibility	1000.00
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Section-702
Means of Egress

702.1	General	500.00
702.1.1	Maintenance	500.00
702.2	Exit Capacity	500.00
702.3	Number of Exits	500.00

702.4	Arrangement	500.00
702.5	Corridor Enclosure	500.00
702.6	Dead-End-Travel Distance	500.00
702.7	Commercial Aisles	500.00
702.8	Stairways, Handrails and Guards	500.00
702.9	Stairway Identification	500.00
702.10	Locked Doors	500.00
702.11	Unit identification	200.00
702.12	Emergency Instructions	200.00

Section 703

Illumination Means of Egress

703.1	Illumination emergency power	500.00
703.2	Illumination level	500.00

Section 704

Emergency Escape

704.1	Emergency Escape	500.00
704.2	Emergency Escape Minimum Size	500.00
704.3	Emergency Escape Minimum Dimensions	500.00
704.4	Emergency Escape Maximum Height from Floor	500.00
704.5	Window Wells	500.00
704.5.1	Window Wells Minimum Size	500.00
704.5.2	Ladders or Steps	500.00

Section 705

Accumulations and Storage

705.1	Accumulations	500.00
705.2	Hazardous Material	500.00
705.3	Miscellaneous—Combustible—Materials Storage	500.00
705.3.1	Ceiling Clearance	500.00
705.3.2	Means of Egress	500.00
705.3.3	Equipment Rooms	500.00
705.4	Clearances from Ignition Sources	500.00

Section 706

Fire Resistance Ratings

706.1	General	500.00
706.2	Maintenance	500.00
706.2.1	Fire Door Operation	500.00

Section 707
Fire Protection Systems

701.1	General	500.00
707.2	Fire Suppression Systems	500.00
707.3	Standpipe Systems	500.00
707.4	Fire Extinguishers	500.00
707.5	Fire Alarm Systems	500.00
707.6	Backflow Prevention	500.00
707.6.1	Backflow Prevention Testing	500.00

Section 708
Exit Signs

708.1	Exit Signs	500.00
708.2	Exit Sign Locations	500.00
708.3	Exit Sign Illumination	500.00

Section 709
Vacant Premises

709.1	Fire Protection	500.00
709.2	Fire Separation	500.00
709.3	Removal of Combustible and Hazardous Materials	500.00

Chapter 8 Smoke & Carbon Monoxide Alarms

Section 801
General

801.2	Responsibility	1000.00
801.3	Carbon Monoxide Responsibility	1000.00

Section 802
Maintenance and Testing

802.2	Maintenance	500.00
802.2.1	Replacement	500.00
802.3	Installation	500.00
802.4	Testing	500.00
802.5	Alterations Repairs and Additions	500.00

802.6	Tampering	500.00
802.7	UL Listed	500.00

Section 803
Location Requirements

803.1	Location Level	500.00
803.2	Location Split Level	500.00
803.3	Location Bedrooms	500.00

Section 804
Interconnection

804.1	Interconnection	500.00
804.2	Carbon Monoxide Interconnection	500.00

Section 805
Power Source one and Two Family Dwellings

805.1	Battery Powered	500.00
805.2	Power Source	500.00

Section 806
Power Source Three Unit Dwellings, Guestrooms, Boarding Houses, Suites, Dormitories, and other Similar Structures

806.1	Power Source	500.00
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Section 807
Power Source Four or more Unit Dwellings, Guestrooms, Boarding Houses, Suites, Dormitories, and other Similar Structures

807.1	Power Source	500.00
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Section 808
Carbon Monoxide Power Source

808.1	Power Source	500.00
808.1.1	Battery	500.00
808.1.2	AC Power	500.00
808.1.3	Control Unit	500.00

808.1.4	Other System	500.00
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Section 809

~~Deaf or Hearing Impaired Smoke Alarms~~

809.1	Deaf or Hearing Impaired Smoke Alarms	500.00
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809.2	Deaf or Hearing Impaired Carbon Monoxide Alarms	500.00
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809.3	Deaf or Hearing Impaired Transient Housing	500.00
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809.3.1	Posting	500.00
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Attachment 2 – Nuisance Abatement Amendment

§ 185-7 Violations and penalties. In addition to the penalties described herein, if any person allows a nuisance as defined in this chapter to exist, or shall fail to abate any said nuisance after proper notice, such person shall, upon conviction thereof, be guilty of municipal infraction and shall be fined in an amount not to exceed ~~\$500~~ **the municipal infraction fines** for each offense as follows: ~~A separate offense shall be deemed committed on each day during or on which said nuisance is permitted to exist.~~

1 st offense -	\$250.00
2 nd offense -	\$500.00
3 rd offense -	\$1,000.00
4 th offense -	\$2,500.00
5 th offense -	\$5,000.00

An offense is a notice citing violation(s) of the adopted code. Each violation shall be assessed the municipal infraction fine amount for the qualifying offense.

The fine offense escalation would increase within a two (2) year time period when:

1. New violation(s) at the same premises under the same ownership or control are issued municipal infractions related to the new violation(s); or
2. Continuation of violation(s) after receiving a judgment from Maryland District Court

The offense escalation would reset after:

1. Arms length property transaction of the real property; or
2. No municipal infractions issued within a two-year time period at the same premise and under the same ownership or control.

Attachment 3 – Vacant Structure Ordinances Amendments

Chapter 232 – Vacant Non-Residential Structures

§ 232-10 Violations and penalties. In addition to the sanctions outlined in § 232-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to ~~\$1,000~~ \$5,000 for each offense per the Municipal Infractions Programs Policy adopted by the Mayor and City Council. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

Chapter 233 – Vacant Residential Structures

§ 233-10 Violations and penalties. In addition to the sanctions outlined in § 233-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to ~~\$500~~ \$5,000 for each offense per the Municipal Infractions Programs Policy adopted by the Mayor and City Council. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

Attachment 4 – Municipal Infraction Programs Policy

Policy on Municipal Infractions related to Programs requiring registration or licensing with the City of Hagerstown.

The following policy shall be followed when issuing municipal infraction citations against an owner, as defined in the City Code.

- Violating a registration/license required – Offense Level #1
- Violating an application requirement – Offense Level #1
- Violating a notification requirement – Offense Level #2
- Violating an inspection requirement – Offense Level #2
- Violating a program maintenance standard – Offense Level #1

Each violation shall be assessed a municipal infraction citation.

The fine offense escalation would increase to the next level within a two (2) year time period when:

1. New violation(s) at the same premises under the same ownership or control are issued municipal infractions related to the new violation(s); or
2. Continuation of violation(s) after receiving a judgment from Maryland District Court

The offense escalation would reset after:

1. Arms length property transaction of the real property; or
2. No municipal infractions issued within a two-year time period at the same premise and under the same ownership or control.

Offense Levels

First Offense	\$500.00
Second Offense	\$1,000.00
Third Offense	\$2,500.00
Fourth and Subsequent Offense	\$5,000.00

Attachment 5 – Chapter 1, Article III Municipal Infractions Amendments

§ 1-18 Definitions.

As used in this article, the following terms shall have the meanings indicated:

MUNICIPAL INFRACTION

- A. Any violation of any provision of the Code of the City of Hagerstown, hereinafter referred to as "this Code," which violation has been specifically declared by the Mayor and Council of Hagerstown to be a "municipal infraction."
- B. For purposes of this Code, a "municipal infraction" is a civil offense, and a finding of guilt thereof is not a criminal conviction for any purpose, nor does it impose any of the civil disabilities ordinarily imposed by a criminal conviction.

§ 1-19 Determination of infraction; fines.

- A. The Mayor and Council may, by ordinance, declare which violations shall constitute municipal infractions and may set specific fines which may be imposed for said infractions.
- B. The fines set by the Mayor and Council for municipal infractions shall be in specific amounts not to exceed ~~\$1,000~~ \$5,000 for each initial violation. The specific fine amount may be doubled pursuant to ~~Article 23A, § 3(b)(5)(ii) or § 3(b)(6)(ii)~~ Article - Local Government, Section 6-101 or Section 6-102 of the Annotated Code of Maryland to an amount not to exceed ~~\$1,000~~ \$5,000. Unless otherwise provided, each day a violation continues shall constitute a separate and distinct violation.

§ 1-20 Issuance and contents of citation.

- A. Authorized code enforcement officials may deliver a citation to any person alleged to be committing or to have committed a municipal infraction. A copy of the citation shall be retained by the City and shall bear the certification of the issuing official attesting to the truth of the matter set forth in the citation.
- B. The citation shall contain the following information:
 - (1) The name and address of the person charged.
 - (2) The nature of the municipal infraction.
 - (3) The code or ordinance provision being violated.
 - (4) The location and time that the municipal infraction occurred or was observed.
 - (5) The amount of the fine assessed for the municipal infraction.
 - (6) The manner, location and time in which the fine may be paid to the City.

- (7) The right of the recipient of the citation to elect to stand trial for the municipal infraction.

§ 1-21 Payment of fine.

Payment of the fine imposed by a citation for a municipal infraction shall be made to the City Treasurer, City Hall, Hagerstown, Maryland, within 20 calendar days from receipt of the citation, unless there is an election to stand trial no later than 15 days from the receipt of the citation.

§ 1-22 Election to stand trial.

- A. A person receiving a citation for a municipal infraction may elect to stand trial for the offense by notifying the City of said person's intention to stand trial for the municipal infraction. The notice shall be given in writing at least five days prior to the date of payment as set forth in the citation.
- B. Upon receipt of a timely notice of intention to stand trial, the City shall forward to the District Court having venue a copy of the notice from the person who received the citation indicating the intention to stand trial. Upon receipt of the citation, the District Court shall schedule the case for trial and notify the defendant of the trial date.

§ 1-23 Failure to respond to citation.

- A. If a person receiving a citation for a municipal infraction fails to pay the fine imposed for the infraction by the date of payment set forth on the citation and fails to timely file a notice of intention to stand trial for the offense, a formal notice shall be sent to the offender's last known address demanding payment. In the event that the citation has not been satisfied, the offender shall be obligated to pay a sum equivalent to twice the amount of the original penalty amount.
- B. If, after 35 days from its issuance, the citation has not been satisfied, the City may request adjudication of the case through the District Court. The District Court shall thereupon promptly schedule the case for trial and summon the defendant (the offender) to appear. The defendant's failure to respond to the summons shall be contempt of court.

§ 1-24 Court proceedings.

- A. Court proceedings for a municipal infraction shall be governed by the provisions of ~~Article 23A, § 3~~ **Article - Local Government, Division 2, Title 6**, of the Annotated Code of Maryland, as amended, relating to municipal infractions, said provisions being hereby incorporated by reference as if fully set forth herein.

- B. Any person found by the District Court to have committed a municipal infraction shall be required to pay the fine imposed by the citation, including any additional fine imposed by § 1-23 hereof. Such person shall also be liable for the cost of the court proceedings.
- C. Whenever any defendant has been found guilty of a municipal infraction and willfully fails to pay the fine imposed by the court, that willful failure may be treated as a criminal contempt of court.
- D. All fines, penalties or forfeitures collected by the District Court for municipal infractions shall be remitted to the City.

§ 1-25 Conflicts with statutory provisions.

In any case where a provision of this article conflicts with a mandatory provision of ~~Article 23A,~~ ~~§ 3~~ **Article - Local Government, Division 2, Title 6**, of the Annotated Code of Maryland, as amended, the provisions of ~~Article 23A~~ **Article - Local Government** shall prevail and shall be incorporated herein as if expressly set forth.

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

Topic:

Legislative Proposals to Discuss with Delegation – *Mayor and City Councilmembers*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

M_C_Memo_2026LegislativeListing.pdf

Description

MEMO: 2026 Legislative
List



CITY OF HAGERSTOWN, MARYLAND

Scott Nicewarner
City Administrator

One East Franklin Street • Hagerstown, MD 21740

E-mail: snicewarner@hagerstownmd.org

Telephone: 301.766.4168 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

TO: Mayor and City Council

FROM: Scott Nicewarner, City Administrator

DATE: August 19, 2025

SUBJECT: City's Legislative Priorities for 2026 Maryland General Assembly

FOCUS OF AGENDA ITEM

Discussion of legislative priorities to present to our lobbyists, the Washington County Delegation to the Maryland General Assembly, as well as other stakeholders, decision-makers and influencers in Annapolis.

BACKGROUND

Staff will discuss suggestions to aid in formulating the priorities for legislative action in the 2026 Maryland General Assembly.

Our delegation was successful in getting bond financing for a SAMA study for a new public safety center for HFD and HPD. Staff are working now with General Services to secure the funding and begin the study.

One priority from previous sessions of the Assembly suggested to return to Annapolis and supported by staff are:

- Express Consent for Annexation having different zoning classifications. (LAR Attached).

Other subject areas for legislation for consideration include:

- Making the Hagerstown Fieldhouse exempt from all personal/real property taxes for both City and County. (local delegation bill)
- Relocation / Expansion of Community Gardens (local delegation bill)
- Required certification and registration of Sober Houses in Maryland (state-wide bill)
- Required certification and registration of Property Management companies in Maryland (state-wide bill)
- Public Identification of Principals in LLC Filings for Business Licenses (state-wide bill)
- Making Washington County a "shall" county related to tax differential communications (state-wide bill – see below).
- Bond bill for relocation either through acquisition or rehab of current structure of the Washington County Historical Society into a downtown space (local delegation bill)



MML will be looking for support from the City on it's strategic initiatives to be presented to the general membership at Fall Conference in October. There is one priority with multiple components:

- Increase the ability for municipalities to raise revenue in addition to personal and real property taxes to include:
 - o Admissions & Amusement tax on all food and beverage sales.
 - o Establishment of all County's to be "shall" counties in regard to tax differential process.

The listing produced will be forwarded to our lobbyist, the Community Coalition, and our Washington County delegation for their input during the Pre-Legislative Session meeting with City elected officials the in November. Many, if not all, of the suggested initiatives may end up as separate legislation submitted by other delegations. If so, and it is one you would wish to pursue, we can either ask for local delegation sponsorship or if not send letters of support to the committee reviewing the proposed legislation.

We look forward to discussion and inclusion of any initiatives that are not on the list and would like supported by the delegation. I have already been informed by our lobbyist that capital money is going to be tight this year and projects over \$1 million will be tough to get through. This may be the session where we look for help with non-capital legislation the Council would be interested in pursuing and where local City ordinance would not pertain.

ACTION REQUESTED

Consensus for communication of a priority listing of legislative proposals for the 2026 General Assembly session.



2025 LEGISLATIVE REQUEST

Subject: Annexation – Zoning Review - Alterations

Source: Hagerstown

Problem: The allowed uses and bulk and density provisions in municipal and county zoning are usually not a match, and a side-by-side comparison of proposed municipal zoning and existing county zoning will often be deemed “substantially different.” The 2006 annexation law change (better known as the 5-year rule) sets the stage for an awkward and potentially contentious zoning review process with the County which results in a great deal of uncertainty for annexers and municipalities.

Background: History of Planning & Zoning Authority for Annexation

Before 2006, when a property was being contemplated for annexation State law required that a review occur on the requested zoning to see if it was consistent with the land use recommendations in the municipal and county comprehensive plans. Due to dissatisfaction with how a municipality in the eastern part of the state was growing through annexation, H.B. 1141 was developed and passed in 2006 which amended State law to change how the zoning review occurred for annexations and required certain growth and infrastructure planning to be included in municipal and county comprehensive plans.

The 2006 changes included:

1. The annexation zoning review now had the comparison occur between the requested municipal zoning and the existing county zoning to determine if a "substantial difference" exists between the two. If it is determined that it fell into that category, the County Commissioners must grant "express approval" of the requested zoning or development with that zoning would have to wait five years.
2. Municipal comprehensive plans must include a Growth Element that assesses the impact of growth on infrastructure and designates a municipal growth area based on this analysis and for which future annexations are restricted.
3. Municipal and county comprehensive plans must include a Water Resource Element which contains significant technical analyses of water, wastewater and stormwater utilities and recommendations for those utilities based on capacity constraints contemplated by future growth.

Problem Identified for Municipalities with the 2006 Zoning Review Process for Annexation The allowed uses and bulk and density provisions in municipal and county zoning are usually not a match, and a side-by-side comparison of proposed municipal zoning and existing county zoning will often be deemed "substantially different." This is particularly the case if the following conditions exist:

1. If the municipality deals with urban issues and growth patterns and their county deals with suburban and rural issues and growth patterns.
2. If the County comprehensive plan has not been updated since before 2006, the county zoning may be out-of-date from a growth planning perspective.
3. If the County residential zoning is significantly less dense than Maryland's Priority Funding Area (PFA) requirements, the municipal zoning can fall into the "substantially different" category if the municipal density is PFA compliant.

The 2006 change set the stage for a very awkward and potentially contentious zoning review process with the County which results in a great deal of uncertainty for annexers and municipalities.

This LAR was considered by the Legislative Committee in 2023. More comprehensive reforms to the “5-year rule” were submitted via LAR in 2018 and 2020 as a potential MML legislative priority. The MML Legislative Committee declined to include it as a recommended legislative priority in either year but did include it as a “strategic initiative” in 2018.

Proposed Legislative Remedy: Amend the Local Government Article’s Annexation provisions, specifically section 4-16, Planning and Zoning Authority, to revert the “substantially different” test for requested zoning back to being between the requested zoning and the land use recommendations of the city and county comprehensive plans.