

Mayor and Council Work Session March 17, 2026 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

“I’m not afraid of storms, for I’m learning how to sail my ship” – Louisa May Alcott

4:00 PM WORK SESSION

- 4:00 PM** 1. Proclamation: National Surveyors Week
- 4:05 PM** 2. Preliminary Agenda Review
- 4:15 PM** 3. 2026 Summer Camp Grant Program – *Eric Deike, Director of Public Works*
- 4:25 PM** 4. 2027-2029 Pavement Preservation Lists – *Jim Bender, City Engineer*
- 4:35 PM** 5. Closure of Summit Avenue Railroad Crossing -- *Jim Bender, City Engineer*
- 4:40 PM** 6. Maryland Water Infrastructure Financing Administration (MWIFA) Bond Issue – Wastewater Treatment Plant Improvement Project – *Nancy Hausrath, Director of Utilities*
- 4:50 PM** 7. Review Committee Recommendation of a Proposal for Community Legacy Strategic Properties Grant – *Doug Reaser, Economic Development Manager*
- 5:00 PM** 8. Appalachian Regional Commission (ARC) FY’27 Funding Request – *Matt Ross, Planner*
- 5:10 PM** 9. Public Hearing Follow-Up on Rezoning Application: ZM-2026-01 Trolley Drive/Emmert Road -- *Stephen Bockmiller, Deputy Director of Planning and Zoning Administration*
- 5:15 PM** 10. Public Hearing Follow-Up on Rezoning Application: ZM-2026-02 Evergreen Property – Eastern Blvd. – *Kristian Broche, Assistant Zoning Administrator*
- 5:20 PM** 11. Collective Bargaining Agreement: AFSCME 1540 – *Don Francis, Director of Human Resources*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

Proclamation: National Surveyors Week

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

March_17__2026_Work_Session.pdf

Description

Work Session Agenda



**MAYOR AND CITY COUNCIL
WORK SESSION
MARCH 17, 2026
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

“I’m not afraid of storms, for I’m learning how to sail my ship” – Louisa May Alcott

4:00 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

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Continued on Page 2

5:20 p.m. 11. Collective Bargaining Agreement: AFSCME 1540 – *Don Francis, Director of Human Resources*

**5:35 p.m. CITY ADMINISTRATOR COMMENTS
MAYOR & COUNCIL COMMENT**

5:45 p.m. ADJOURN

**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

March_24__2026_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
WORK SESSION AND REGULAR SESSION
(34TH VOTING SESSION)
MARCH 24, 2026
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

5:30 p.m. WORK 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 November 18, 2025*
- 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, April 7, 2026 – Work Session at 4:00 p.m.
 - 2. Tuesday, April 14, 2026 – Work Session at 4:00 p.m.
 - 3. Tuesday, April 21, 2026 – Work Session at 4:00 p.m.
 - 4. Tuesday, April 28, 2026 – Regular Session at 7:00 p.m.

V. PROCLAMATIONS

- 1. Women’s History Month
- 2. Child Abuse Awareness Month

VI. CITIZEN COMMENTS

Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

Anyone wishing to speak during a Regular Session must pre-register using the form found on the City's website: www.hagerstownmd.org no later than twenty-four (24) hours prior to the scheduled start of the meeting. Failing to pre-register accurately may result in a speaker not being permitted to speak. Speakers will be called in the order they pre-registered. Each speaker will be permitted to speak for three (3) minutes.

VII. MINUTES

February 3, 2026, February 5, 2026, February 10, 2026, February 17, 2026, and February 24, 2026

VIII. CONSENT AGENDA

A. Engineering:

1. Change Order to Contract for PAL Building Renovation – City Hall Fire Escape Maintenance – INL Construction, LLC (Oxen Hill, MD) \$ 32,190.50
2. 2026 Ford Bronco – Keystone Ford (Chambersburg, PA) \$ 31,352.00
3. City Hall Fourth Floor Renovations – GRC General Contractor (Zullinger, PA) \$ 1,125,000.00

B. Planning & Economic Development

1. 2026 Ford Explorer – Keystone Ford (Chambersburg, PA) \$ 38,268.00

C. Public Works:

1. Diesel Fuel Dispensing Unit – Spigler Petroleum Equipment, LLC (Westminster, MD) \$ 15,061.72
2. City Park Fence Replacement – Long Fence Company (Ijamsville, MD) \$ 12,292.00
3. Mini, Full-Matrix Portable Changeable Message Board – Advanced Government Services (Tacoma, WA) \$ 38,400.00
4. Motorola SLR 8000 100-Watt Radio Repeater – Hankey's Radio, Inc. (Frederick, MD) \$ 14,524.00
5. Custodial Services – Customer Service Center – Ragland Cleaning Services (Hagerstown, MD) \$ 45,600.00

D. Utilities:

1. Light: Emergency Repairs - Substation Transformer -- Power Substation Services, LLC, (Wheeling, WV) \$10,784.00
2. Light: Blanket Contract - Heavy Duty Diesel Truck Maintenance -- Transteck, Inc., (Hagerstown, MD) \$35,000.00
3. Light: Manual Meter Reading Software Licensing and Support -- SmartPhone Meter Reading, LLC, (Plano, TX) \$10,055.39
4. Water: Hach Analyzer Maintenance Contract Renewal – Hach (Loveland, OH) \$19,336.00
5. Water: R.C. Willson WTP Roof Replacement – Garland/DBS, Inc. (Cleveland, OH) \$1,454,855.00
6. Water/Wastewater: Engineering Services for Development of Master Plan for Water and Wastewater – Black & Veatch (Gaithersburg, MD) \$2,790,365.00
7. Wastewater: Environmental Laboratory Auto-Samplers - HD Supply (Atlanta, GA) \$29,290.11
8. Wastewater: Parts to Rebuild OAB Blowers (3) – Hareza Technical Services, Inc. (Columbia, MD) \$14,220.65
9. Wastewater: Roof Replacement Pelletizer Building – Garland/DBS, Inc. (Cleveland, OH) \$417,429.60
10. Wastewater: Vehicle Purchase Unit 501 – Hertrich Fleet Services, Inc. (Milford, DE) \$30,188.00

IX. UNFINISHED BUSINESS

There is no Unfinished Business

X. NEW BUSINESS

- A. Introduction of an Ordinance: Rezoning of Trolley Drive/Emmert Road
- B. Introduction of an Ordinance: Rezoning of Evergreen Property – Eastern Blvd.
- C. Approval of a Resolution: Summer Camp Grants
- D. Approval of a Resolution: Parking Lease Agreement with Md. Judiciary – District Court
- E. Approval of a Resolution: Declaration of Official Intent to Use Proceeds of a Future Borrowing to Reimburse Costs of the W/WW Treatment Plant Improvement Project (MWIFA Bond Issue)
- F. Approval of a Resolution: ARC Grant Application
- G. Approval of a Resolution: Rescind License Agreement for Monument at Kilpatrick Woods
- H. Approval of a Resolution: New License Agreement for Monument at Kilpatrick Woods
- I. Approval of a Resolution: License Agreements for Murals
- J. Approval of the Agreement with The Meridian Group – Summit Avenue Railroad Crossing
- K. Approval of the Agreement with the Maryland Department of Transportation – Improvements to the Virginia Avenue and Walnut Street Railroad Crossings
- L. Approval of the Agreement with CSX Transportation – Summit Avenue Railroad Crossing
- M. Approval of Full Requirements Electric Service Agreement with BP Energy Company
- N. Approval of Strategic Properties Grant – Bowman
- O. Approval of the American Federation of State, County and Municipal Employees (AFSCME) 1540 Contract
- P. Approval of FY27-29 Pavement Preservation List
- Q. Approval of a Donation to the City of Hagerstown Auxiliary Unit

XI. CITY ADMINISTRATOR COMMENTS

XII. MAYOR & COUNCIL COMMENTS

XIII. 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:

2026 Summer Camp Grant Program – *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_Summer_Camp_Grant_Program_Council_Packet.pdf

Description

2026 Summer Camp Grant
Program



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director Public Works

DATE: March 10, 2026

SUBJECT: 2026 Summer Camp Grant Program

MAYOR AND COUNCIL ACTION REQUESTED

Approval of the funding amounts for the agencies listed below for the 2026 Summer Camp Grant Program.

DISCUSSION

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

Staff reviewed the three (3) agency proposals and ranked them based on policy PR-103. The table below summarizes their requests and staff recommendations.

Agency	Parks Utilized	Est. Children to be Served	Camp Times	Ages of Children	Program Dates	2026 Fund Request	Proposed Funding Level
Boys & Girls Club of Washington County	City Park, Wheaton, Pool	200	8:00am – 4:00pm	6 – 18	6/22 – 8/07/2026	\$20,000	\$20,000
Girls Incorporated of Washington County	City Park, Wheaton, Pangborn, Pool	140	7:30am – 5:15pm	6 – 18	6/22 – 8/07/2026	\$22,500	\$22,500
YMCA of Hagerstown	Pangborn Park, Pool	45-50/week	9:00am – 3:00pm	6 – 12	6/15 – 8/14/2026	\$20,000	\$20,000
Totals						\$62,500	\$62,500

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

FINANCIAL IMPACT

Funding for the camps is provided in the Recreation Division's operating budget. There is \$75,000 allocated annually in support of summer camps. This is a significant portion of the Recreation Division's budget.

With only three agencies submitting for summer camp funding this year, there will be \$12,500 remaining in this budget line even with fully funding each agency's request.

RECOMMENDATION

Individual contracts have been written for each agency based on their specific needs and requested funding. A sample of one of those contracts is attached for your review. A resolution and motion document for agency funding will be provided for approval on Tuesday, March 24, 2026.

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

C: Parks and Recreation Staff
Finance Staff

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

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

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

Policy Title: Summer Camp Grant Program

Policy and Procedure Number: PR-103

Mayor and Council Approval Date: February 23, 2021

Program Overview:

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

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

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

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

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

Eligibility:

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

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

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

Application Procedures:

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

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

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

Selection Criteria:

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

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

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

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

Approved By:

Rodney Tissue, Director

Date

2026 SUMMER CAMP FUNDING REQUESTS

Agency	Camp Location	Parks Utilized	Utilize Potterfield Pool	# Children Serving 2026	# Children Served 2025	Camp Hours	Ages of Children	Dates of Program	2026 Requested Funds	2026 Staff Recommended Funding Level	2025 Requested Funds	2025 Staff Recommended Funding Level	2024 Requested Funds	2024 Staff Recommended Funding Level
Boys and Girls Club	Jim Deaner Ctr Frederick Manor Elgin Station Fletcher Ctr. Pa Ave.	City Park Staley/Pool Wheaton Park	Yes	200	161	8AM - 4PM 8hrs./day	6-18	6/22 - 08/07/2026 wks 7 no wk off	\$20,000	\$20,000	\$20,000	\$19,500	\$20,000	\$19,500
Girls, Inc.	626 Washington Ave.	City Park Wheaton Pangborn Staley/Pool	Yes	140	136	7:30AM - 5:15PM 10 hrs./day	6-18	6/22 - 08/07/2026 wks 7 no wk off	\$22,500	\$22,500	\$22,500	\$22,000	\$22,500	\$22,000
Hagerstown YMCA	Pangborn Park	Pangborn Staley/Pool	Yes	50/week	45-50 per week 400 for camp duration	9AM - 3PM 6 hrs./day	6-12	6/15 - 08/14/2026 wks 8 off wk of July 4th	\$20,000	\$20,000	\$19,500	\$18,500	\$18,500	\$18,500
R W Johnson Community Center	No summer camp application for 2026								\$0	\$0	\$15,000	\$15,000	\$15,000	\$15,000
Totals														
									\$62,500	\$62,500	\$76,000	\$75,000	\$76,000	\$75,000

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: March 24, 2026

TOPIC: **APPROVAL OF A RESOLUTION: 2026 SUMMER CAMP PROGRAM**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution authorizing the execution of contracts for the provision of summer camp programming between the City of Hagerstown and (1) the Boys and Girls Club of Washington County; (2) Girls, Inc. of Washington County; and (3) the YMCA of Hagerstown for the 2026 summer play camp season.

Funding amounts for each camp shall be as follows:

Boys & Girls Club	Twenty Thousand Dollars (\$20,000.00)
Girls, Inc.	Twenty-Two Thousand Five Hundred Dollars (\$22,500.00)
YMCA of Hagerstown	Twenty Thousand Dollars (\$20,000.00)

DATE OF INTRODUCTION:	MARCH 24, 2026
DATE OF PASSAGE:	MARCH 24, 2026
EFFECTIVE DATE:	MARCH 24, 2026

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE
PROVISION OF SUMMER CAMP PROGRAMMING BETWEEN
THE CITY OF HAGERSTOWN AND
(1) THE BOYS AND GIRLS CLUB OF WASHINGTON COUNTY;
(2) GIRLS, INC. OF WASHINGTON COUNTY (“GIRLS. INC”); AND
(3) THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF HAGERSTOWN,
MARYLAND, INC. (“HAGERSTOWN YMCA”)**

RECITALS

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

WHEREAS, The Boys and Girls Club of Washington County has requested the opportunity to conduct summer play camp operations during the 2026 summer season at its location at the Jim Deaner Center, Frederick Manor, Elgin Station, the Fletcher Center, Wheaton Park and Potterfield Pool; and

WHEREAS, Girls, Inc. has requested the opportunity to conduct summer play camp operations during the 2026 summer season at its location at 626 Washington Avenue, City Park, and Potterfield Pool; and

WHEREAS, the Hagerstown YMCA has requested the opportunity to conduct summer play camp operations during the 2026 summer season at its location at Pangborn Park and Staley Park; and

WHEREAS, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to support all three (3) programs;

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

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

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

5. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: March 24, 2026
Date of Passage: March 24, 2026
Effective Date: March 24, 2026

PREPARED BY:
Salvatore & Morton, LLC, City Attorney

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

Between

THE CITY OF HAGERSTOWN

AND

THE BOYS & GIRLS CLUB OF WASHINGTON COUNTY, INC.

THIS AGREEMENT is made as of this _____ day of _____, 2026, by and between the City of Hagerstown, and The Boys & Girls Club of Washington County, Inc. hereinafter "Contractor".

1. **Work Effort.** Contractor hereby agrees to provide the services described and defined in the program proposal submitted by Contractor which is attached hereto and incorporated herein by reference.
2. **Purpose of Contract.** The purpose of this Contract is to provide a summer play camp at the Jim Deaner Center, Frederick Manor, Elgin Station, and Fletcher Center locations and various City parks. The program will be conducted Monday-Friday, **June 22 – August 7, 2026**. It is proposed that approximately two hundred (200) or more children (ages 6-12) per summer will be served on a daily basis. A program fee will be charged to those that can afford it, and there are scholarship subsidies available.
3. **Contract Period.** This Contract shall commence as of **June 22, 2026, and shall terminate on August 7, 2026**. Any renewal of this Contract is subject to available funding and performance by Contractor satisfactory to the City of Hagerstown.
4. **Compensation and Invoicing.**
 - A. For the provision of services described above, Contractor shall be compensated monthly as specified under Section 5.
 - B. Contractor shall invoice the City of Hagerstown on a monthly basis for work satisfactorily completed and costs actually incurred. Each invoice must include a description of the number of participants receiving services, and the services performed and costs incurred on a daily or "fee for service" type basis, for the period covered by the invoice. Contractor's invoices shall be sent to: City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave., Hagerstown, MD 21740, will be reviewed and verified for work accomplished as set forth in the statement of work and when certified as acceptable, will be forwarded to the Accounting Department for payment.

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

5. Consideration, Payment, and Performance:

A. Billing. Contractor shall bill monthly based upon the actual expenditures incurred during the preceding month in accordance with the approved expenditures set forth in the Budget. All Summer Camp programming forms prepared by the City of Hagerstown must be completed by the Contractor in accordance with the required information and accompany the monthly invoices. Monthly invoices must be received by the City of Hagerstown, Parks & Recreation Division, by the 10th day of the month following the month for which the invoice is submitted. The Contractor may receive, upon request, an initial drawdown in an amount not to exceed 5% of the funding award, which shall be applied against monthly invoices. Once invoices of actual expenditures exceed the initial drawdown, payments will be made. The maximum sum which Contractor may receive under this Contract is **\$20,000.00**, the total sum of the funding award.

B. Payment to Contractor. Payment to the Contractor pursuant to this Contract in excess of any drawdown shall be due and payable within thirty (30) days after receipt by the City of Hagerstown of a proper invoice from the Contractor.

C. Unauthorized Expenditures. Contractor's unauthorized expenditures shall be the sole and exclusive responsibility of the Contractor. Unauthorized expenditures include but are not necessarily limited to:

- 1) those which cause total expenditures to exceed the amount of the approved budget;
- 2) unbudgeted expenditures;
- 3) those which differ from the approved budgeted amount; and
- 4) those which are at variance with an explicit provision of this Contract.

D. Reconciliation. Reconciliation is a fiscal resolution of the Contract pending audit, usually conducted at the termination of the Contract period and at the end of the City of Hagerstown's fiscal year. Reconciliation is based upon reported expenditures and income, subject to correction by the City of Hagerstown. Reconciliation will be conducted in accordance with the terms of the Contract. Based on the review of the final report, any funds due to the City of Hagerstown or the Contractor are due at the conclusion of the reconciliation. Any funds not expended or appropriately retained within the fiscal year must be refunded to the City of Hagerstown.

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

of the Contractor, its subcontractors, agents, or assignees committed in connection therewith.

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

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

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

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

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

8. Equipment. All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years which is purchased with funds received under this Contract ("Capital Equipment"), shall be the property of the City of Hagerstown and shall be conspicuously labeled by Contractor immediately after its purchase as "Property of the City of Hagerstown, Maryland." Within ten (10) days of the termination or expiration of this Contract, including any renewal period, Contractor shall furnish the City of Hagerstown

with a written inventory of all Capital Equipment acquired under this Contract. If the City of Hagerstown does not take physical possession of an item of Capital Equipment after the date of termination or expiration of this Contract, including any renewal period, that item of Capital Equipment shall automatically become the property of Contractor at the end of that twelve-month period.

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

acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract may be terminated at the option of the City of Hagerstown. In the event of a conviction occurring after the expiration or termination of this Contract, Contractor shall be liable for the refund of all fees or profit paid under the Contract which is directly related to the criminal conduct.

16. Miscellaneous Provisions.

- A. Applicable law. The interpretation, performance, and enforcement of this Contract shall be governed by the law of the State of Maryland.
- B. Amendments and Waivers. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract is superseded by this Contract. Any amendment, Program Modifications, or Budget Modifications to this Contract must be made in writing and signed by both parties, subject to any additional approvals required by State law.

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

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

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

- D. Contingent Fee Prohibition. Contractor warrants that it has not employed or retained any person, or entity, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, or entity, any fee or any other consideration contingent on the making of this Contract.

- E. Non-Availability of Funding. If the City of Hagerstown fails to provide funds or if funds are not otherwise made available for the performance of this Contract, this Contract shall be cancelled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of this Contract will be to discharge both Contractor and the City of Hagerstown from future performance of the Contract, but not from their rights and obligations existing at the date of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract.

The City of Hagerstown shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract.

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

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

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

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

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

- L. Criminal Background Investigation. Contractor shall be responsible for completing criminal background investigations of all staff and volunteers providing service under this Contract, as mandated by law. Contractor shall maintain approved copies of reports of these background investigations in its personnel files and will also be responsible for complying with Family Law Article, 5-560 through 5-568, Annotated Code of Maryland.

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

- M. Independent Contractor Status. Contractor is an independent contractor and neither Contractor nor its employees, agents, or representatives shall be considered employees, agents or representatives of the City of Hagerstown. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners or joint ventures, or an association of the City of Hagerstown and Contractor. From any amount due Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax shall be the responsibility of Contractor.

- N. Administration. The Parks Superintendent for the Parks & Recreation Division will serve as Contract Monitor. The Contractor agrees to permit the Contract Monitor to inspect any and all records of children and families pertaining to this Contract.

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

Topic:

2027-2029 Pavement Preservation Lists – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY27-FY29_Pavement_Preservation_Program.pdf

Description

FY27-FY29 Pavement
Preservation Program



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

March 17, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: FY 27 – FY 29 Pavement Preservation Program

1. Background:

We need to finalize the FY 27 street overlay list, and begin establishing the FY 28 and FY 29 pavement preservation lists. This will allow the utility divisions to plan and budget for any necessary main replacements, and will allow our curb and sidewalk contractor time to make any necessary repairs.

2. Mayor and Council Action Requested:

Staff requests that the Council review and approve the FY 27 overlay list at their regular session meeting on March 24th, and preliminarily approve the pavement preservation lists for FY 28 and FY 29.

3. Pavement Preservation Program:

We completed a pavement condition survey of all City streets in 2025, and used the results of that survey to aid in the preparation of the attached overlay lists. We plan to use a combination of milling/overlay, patching, and crack filling to address streets that are showing signs of deterioration.

A big factor in determining which streets will be overlaid is the condition of the existing underground utilities; we coordinate with the City utility divisions, as well as Columbia Gas, to ensure that their facilities are in good condition prior to the overlay.

4. Budget:

We typically endeavor to spend approximately \$1,300,000 on milling, paving, patching, crack filling, and pavement markings using Highway User Revenue (HUR) funds. If sufficient HUR funds are not available, we will delay paving certain streets as necessary to stay within the available funds. Based upon recent statements from the State, we expect HUR funding to, at best, stay flat for FY 27; funding for FY 28 and FY 29 is less certain.

attachments: Final FY 27 and Draft FY 28 and FY 29 pavement preservation lists

cc: Austin Allman
Bill Killinger

City of Hagerstown Potential Preservation Program Spring 2027 (FY 27)

FINAL – Mill and Overlay Streets

Last revised 3/11/2026

<u>Year Last Paved</u>	<u>Street (PCI)</u>	<u>Location</u>	<u>Area</u>
2002	S. Potomac Street: (49)	Railroad to City Line	9,680 sy
2003	S. Potomac Street: (49)	Antietam Street to Lee Street	6,219 sy
1996	Hammond Street: (26-46)	Linganore to Mitchell Avenue	2,195 sy
1997	Water Street (48)	Park Road to N Mont Valla Avenue	2,063 sy
1996	N. Mont Valla Avenue: (38)	W Washington Street to Water Street	2,453 sy
1985	King Street: (38)	Antietam Street to Baltimore Street	2,370 sy
1991	Maryland Avenue: (32)	Wilson Boulevard to Howard Street	7,441 sy
2009	Cannon Avenue: (28)	Franklin Street to Washington Street	1,343 sy
1995	Dewey Avenue: (39)	Mckee Avenue to Manilla Avenue	6,500 sy
1996	High Street: (33)	Washington Street to Salem Avenue	3,048 sy
1995	Wakefield Road: (35-45)	Church Street to Franklin Street	3,484 sy
1996	Concord Street: (49)	Summer Street to Dead End	5,782 sy
1987	Cedarwood Drive (51)	Bramly Drive to Outer Drive	3,923 sy
2001	Woodland Way (42)	Prospect Avenue to W Irvin Ave	12,346 sy
2000	Belview (39)	May Street to Dead End	2,113 sy
1998	Outer Circle (38)	Cul-de-sac @ 1167 Outer Circle	1,148 sy
1998	Garlinger Avenue (51)	Maryland Ave to Potomac St	5,696 sy
1998	Chestnut Street (31)	Howard Street to Wilson Blvd	5,422 sy
2001	E First Street (53)	Pope Street to Frederick Street	13,849 sy
TOTAL			97,075 SY

City of Hagerstown Pavement Preservation Program Spring 2028 (FY 28)

DRAFT – Mill and Overlay Streets

Last revised 3/11/2026

<u>Year Last Paved</u>	<u>Street (PCI)</u>	<u>Location</u>	<u>Area</u>
2008	S Potomac Street (GLASS)	Franklin Street to Antietam	3,170 sy
2001	Woodland Way (42)	W Irvin to Dead End	5,161 sy
1996	Bramly Drive (45)	Outer Drive to Outer Drive	7,640 sy
1982	Georgia Avenue (52)	Linganore Avenue to Arlington Avenue	7,022 sy
1998	Sherman Avenue (43)	Noland Drive to Elmwood	6,403 sy
1969	Armstrong Avenue (45)	City line to Dead end	2,904 sy
1998	Marion Street (49)	Noland Drive to Virginia Avenue	4,491 sy
1997	W Howard Street (44)	Virginia Avenue to Potomac Street	9,504 sy
1993	Spruce Street (44)	Garlinger to Downsville Road	12,198 sy
2002	Corbet Street (43)	E Howard Street to Wilson Blvd	6,776 sy
1992	Clarendon Avenue (38)	Salem Avenue to Marshall Street.	2,423 sy
1997	Pennsylvania Avenue (49)	Park Lane to Hillcrest	4,032 sy
2002	Fair Meadows Blvd (39)	City line to Winston Drive	5,833 sy
1993	Thames Street (47)	Cul-de-sac to Cul-de-sac	4,930 sy
1991	Forest Drive (47)	Charles Street to Railroad Tracks	3,540 sy
2002	Rosehill Avenue (49)	Howard Street to City Line	8,301 sy
TOTAL			94,328 SY

**City of Hagerstown
Pavement Preservation Program
Spring 2029 (FY 29)**

DRAFT – Mill and Overlay Streets

Last revised 3/11/2026

<u>Year Last Paved</u>	<u>Street (PCI)</u>	<u>Location</u>	<u>Area</u>
1999	W Irvin Avenue (51)	Pennsylvania Ave to St Claire St	1,848 sy
2008	West Wilson Boulevard (51)	S Potomac Street to Virginia Ave	18,735 sy
1997	Ravenswood Drive (40)	Frederick Street to Kenwood Drive	3,473 sy
1995	Crescent Road (41)	Sunnyside Drive to Glenwood Ave	4,209 sy
1983	Willard Street (39)	Jefferson Blvd to Dead end	4,586 sy
1993	Liberty Street (49)	Cannon Avenue to Willard Street	5,644 sy
2004	Pennsylvania Avenue (49)	Hillcrest Rd to City Line	15,781 sy
2011	Wayne Ave (52)	W Irvin Avenue to Carroll Heights	7,250 sy
1963	Wise St (39)	George Street to Alley	1,288 sy
	Kenwood Dr (52)	Wilson Blvd to Kenly Ave	3,809 sy
2000	Kuhn Avenue (40)	First Street to City Line	4,119 sy
TOTAL			70,742 SY

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Closure_of_Summit_Avenue_Railroad_Crossing.pdf

Description

Closure of Summit Avenue
Railroad Crossing



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

March 17, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Closure of Summit Avenue Railroad Crossing

1. Background

In June 2025, the Council approved a motion directing staff to proceed with the closure of the Summit Avenue railroad crossing. That motion was contingent upon the satisfactory resolution of four (4) conditions; a copy of the motion sheet is attached. Staff now feels that the conditions of the motion have been resolved, and that the City can proceed with the closure.

2. Mayor & Council Action Requested

Review this information, and determine whether or not to execute agreements with CSX Transportation, the Maryland Department of Transportation, and TMG I-70 Gateway Coinvest, LLC (TMG) which will lead to the closure of the crossing. Staff will be present at the work session to discuss.

3. Discussion

The four conditions in the previously-approved motion were as follows:

- a. The City would be reimbursed for the costs to physically close the Summit Avenue railroad crossing. The attached Memorandum of Understanding with TMG stipulates that the City will be reimbursed for costs incurred up to \$40,000 to hire a contractor to close the crossing, along with up to \$70,000 to pay fees and charges that CSX Transportation will bill to the City for their work to close the crossing. Staff have estimated the City's costs for construction will be approximately \$30,000, and CSX has estimated their costs at \$62,000.
- b. The concerns raised by Columbia Gas regarding the closure of the crossing will be satisfactorily addressed. TMG and Columbia Gas have executed an agreement whereby TMG will reimburse Columbia Gas for their costs to install new fencing and a motorized access gate at their Sycamore Street storage yard; this will allow for large delivery vehicles to access the site from Potomac Street in lieu of using the Summit Avenue railroad crossing. That work will satisfy the concerns of Columbia Gas.
- c. TMG will enter into an annexation agreement with the City for their I-70 Gateway project near Sharpsburg Pike. This agreement has been executed.
- d. CSX Transportation will allow the design of the improvements to the Virginia Avenue and Walnut Street railroad crossings to proceed, and these improvements will be paid for by the Maryland Department of Transportation. Attached is a proposed

Crossing Closure Agreement between CSX Transportation and the City for the Summit Avenue crossing, and an agreement between the Maryland Department of Transportation and the City regarding the improvements to the Virginia Avenue and Walnut Street railroad crossings. These two agreements will clear the path for both this work to be completed.

attachments: June 17, 2025 Motion Sheet
Draft Agreement between the City and TMG
Draft Agreement between the City and the Maryland Dept. of
Transportation
Crossing Closure Agreement between the City and CSX Transportation

cc: Bill Killinger

APPROVED
Mayor & Council

Date

6/17/25
[Signature]

REQUIRED MOTION

**MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 17, 2025

TOPIC: Closure of Summit Avenue Railroad Crossing

- Charter Amendment _____
- Code Amendment _____
- Ordinance _____
- Resolution _____
- Other X

MOTION: I hereby move to have City staff take the necessary steps to close the Summit Avenue railroad crossing to vehicular traffic. The ultimate closing of the crossing is contingent upon satisfying the following conditions:

1. The City shall be reimbursed for the costs to physically close the Summit Avenue crossing.
2. The Meridian/Hogan development group shall enter into an annexation agreement with the City for their I-70 Gateway development near Sharpsburg Pike.
3. The concerns of Columbia Gas regarding access to their Sycamore Street facility are addressed to their satisfaction.
4. CSX Transportation will allow the design and construction of the improvements to the Walnut Street and Virginia Avenue railroad crossings to proceed; these improvements will be funded by the Maryland Department of Transportation.

Various legal documents will be required to fulfill these conditions, and these documents will be presented as necessary to the City Council for their consideration.

DATE OF INTRODUCTION: 6/17/2025

DATE OF APPROVAL: 6/17/2025

EFFECTIVE DATE: 6/17/2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Memorandum**”) is entered into this _____ day of _____, 2026 by and between **TMG I-70 GATEWAY COINVEST, L.L.C.**, a Delaware limited liability company (“**TMG**”), and **MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND**, a Maryland municipal corporation (the “**City**”).

RECITALS

A. On June 17, 2025, the City entered a Required Motion (the “**Motion**”) to have City staff take necessary steps to close the Summit Avenue railroad crossing, located within the corporate boundaries of the City of Hagerstown, Maryland, to vehicular traffic (the “**Closing**”).

B. As set forth in the Motion, the Closing is contingent upon the City being reimbursed for the costs incurred by it (the “**Costs**”) to physically close the Summit Avenue crossing (the “**Reimbursement**”).

C. TMG shall receive benefits of, *inter alia*, the consideration set forth in the Motion, as well as the entry into a Preannexation Agreement with the City.

D. The City and TMG desire to entire into this Memorandum to set forth the terms of the Reimbursement by TMG.

NOW, THEREFORE, WITNESSETH, that TMG and the City, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Incorporation of Recitals**. The Recitals form an integral part of this Memorandum and are hereby incorporated into the body of this Memorandum.

2. **Reimbursement**. TMG hereby agrees to reimburse the City for the Costs, not to exceed a maximum reimbursement amount of Forty Thousand and 00/100 Dollars (\$40,000.00) (the “**Maximum Amount**”), within thirty (30) days after TMG’s receipt of the City’s written statement (with reasonable documentation as requested by TMG) of the Costs incurred and paid, which must be provided by the City to TMG within one (1) year after the earlier to occur of (i) the date on which the Costs are incurred, or (ii) the Termination Date (as defined below) (otherwise, the City waives the right to collect the applicable Costs). All amounts payable to the City under this Memorandum are to be paid to the City at the address listed on the signature page.

In addition to the Costs, TMG hereby agrees to reimburse the City for costs charged to the City by CSX Transportation directly related to completion of the Closing, including CSX flagging costs, CSX track work costs at the crossing, and any other related costs, not to exceed a maximum reimbursement amount of Seventy Thousand and 00/100 Dollars (\$70,000.00). Said costs are set forth in a separate Crossing Closure Agreement between the City and CSX.

3. **Termination.** This Memorandum may be terminated upon ninety (90) days prior written notice by TMG (the “**Termination Date**”). Upon the occurrence of the Termination Date, the City shall (i) cease all work toward the completion of the Closing, (ii) and determine the amount of the Costs due from TMG.

4. **Authorization.** Each party hereto represents and warrants that the individual signing on its behalf is authorized to enter into this Memorandum and bind TMG and the City, as the case may be, to the terms and conditions hereof, and that upon mutual execution and delivery this Memorandum will be binding upon and be enforceable against TMG and the City in accordance with its terms.

5. **Notice.** Notices under this Memorandum will be in writing and sent by a reputable overnight courier service, such as Federal Express, addressed to the parties at their address listed on the signature page. Either party may change its address for all subsequent notices by giving notice to the other party. Notices shall be deemed given upon delivery or when delivery is refused.

6. **Successors; Assignment; Amendment; Remedies; Enforceability.** This Memorandum will be binding upon TMG and the City and their representatives, successors and assigns, jointly and severally, and will inure to the benefit of TMG and the City and their representatives, successors and assigns. No amendment to, addition to, or other modification of this Memorandum will be admissible, enforceable, or effective unless it is set forth in a writing duly executed by both parties. Notwithstanding anything contained herein to the contrary, this Memorandum may be assigned by TMG without the City’s consent. Time is of the essence with respect to every provision of this Memorandum. All rights and remedies set forth in this Memorandum are cumulative, non-exclusive, and in addition to such other rights and remedies as may be available at law, in equity, or otherwise. No delay in enforcement or failure by a party to insist on strict performance of any term or condition of this Memorandum will be deemed a waiver thereof, or a waiver of any right to performance of the same or any similar or other term or condition in the future; without limiting the foregoing, any waiver must be in a writing signed by such party to be enforceable. In the event any term or condition contained in this Memorandum will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Memorandum will be construed as if the invalid, illegal, or unenforceable provision(s) had never been included.

7. **Exculpation.** Notwithstanding the foregoing or anything to the contrary contained herein, no member, manager, trustee, director, officer, employee, representative, asset manager, investment advisor or agent of either party shall have any personal liability with respect to any of the provisions of this Memorandum. In connection with the satisfaction of any claim by the City against TMG under this Memorandum, TMG’s total liability under this Memorandum shall not exceed the Maximum Amount.

8. **Governing Law; Venue.** This Memorandum is governed by the substantive applicable laws of the State of Maryland, excluding its conflicts of law provisions. Any dispute arising under, in connection with, or incident to this Memorandum or about its interpretation will be resolved exclusively in the state located in the State of Maryland. The parties irrevocably submit to those courts’ venue and jurisdiction. The parties waive all defenses of lack of personal

jurisdiction and forum non-conveniens. A final judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

9. **Waiver of Jury Trial.** TMG AND THE CITY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN TMG AND THE CITY ARISING OUT OF THIS MEMORANDUM OR ANY OTHER INSTRUMENT, DOCUMENT, OR MEMORANDUM EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

10. **Counterparts and Electronic Signature.** This Memorandum may be executed in any number of counterparts, any or all of which may contain the signature of any one of the parties and all of which will be construed together as a single instrument. An electronic signature on this Memorandum (or copies of signatures sent by electronic means) is deemed to be sufficient evidence of a party's action or intent and this Memorandum may be delivered electronically.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first written above.

TMG:

TMG I-70 GATEWAY COINVEST, L.L.C.,
a Delaware limited liability company

By: _____

Name: Gary Block

Title: Partner & CIO

By: _____

Name: Mark King

Title: President & COO

Address for Notices:

TMG I-70 Gateway Coinvest, L.L.C.

c/o The Meridian Group

3 Bethesda Metro Center

Suite 1400

Bethesda, MD 20814

Attn: Tom Boylan

CITY:

MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND,
a Maryland municipal corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Mayor and City Council of Hagerstown, Maryland

1 East Franklin Street, Room 301

Hagerstown, MD 21740

Attn: Jim Bender

[Signature page to Memorandum of Understanding]

August 20, 2025

Mr. Jim Bender
City Engineer
City of Hagerstown
1 East Franklin Street, Room 301
Hagerstown MD 21740

RE: Virginia Ave, Walnut St, & Summit Ave @ CSX Transportation, Inc.
City of Hagerstown
DOT Numbers: 832379M, 832378F, 832380G
MDOT SHA Contract Number: WA7765167
Federal Aid Project Number: HSIP-RR-0003(777)E

Dear Mr. Bender:

This letter agreement is needed to allow federal funding to be used for improvements to the highway-rail grade crossings of Virginia Avenue and Walnut Street and closure of the Summit Avenue crossing at CSX Transportation, Inc. within the City of Hagerstown. It incorporates by reference the provisions of the Master Agreement between the Maryland Department of Transportation State Highway Administration (MDOT SHA) and CSX Transportation, Inc. (Railroad) dated March 12, 2018 (Master Agreement), covering grade crossing improvements, and the Project Agreement dated May 10, 2019.

This project consists of the installation of new flashing light signals, roadway gates, pedestrian gates, and new asphalt crossing surfaces at Virginia Avenue and Walnut Street. This work is generally remedial in nature and will not result in any increase in traffic, nor will it result in any changes in land use or development patterns. The Summit Avenue crossing will be permanently closed as part of an agreement between the City, Railroad, and a private developer.

All engineering and construction for the improvements of Virginia Avenue and Walnut Street will be performed by the Railroad, or its contractors, as specified in the Project Agreement. The cost of all eligible materials, engineering, and installation shall be financed entirely by MDOT SHA. All work shall be confined to right-of-way currently owned by the Railroad or within the roadway limits of the City of Hagerstown. The closure of Summit Avenue will not be reimbursed with federal funds, as the details of removal and costs will be detailed in a separate agreement between the City, Railroad, and private developer. It is the roadway owner's responsibility, at their expense, to ensure the Grade Crossing Advance Warning Signs (W10-1) and railroad pavement markings are in compliance with the latest edition of the Maryland Manual on Uniform Traffic Control Devices.

Mr. Jim Bender
Page Two

If the proposed work at this location and the provisions of this Letter Agreement meet with your approval, please execute one copy and return it to Ms. Stacey Beckett, Rail Safety Program Manager, Office of Rail and Intermodal Freight (ORIF). In addition, please sign the enclosed plan sheet cover in the appropriate place and return it with the signed letter agreement.

If you have any questions or require additional information, please do not hesitate to contact Ms. Stacey Beckett, Rail Safety Program Manager, ORIF. She may be reached at 410-865-1286 or via email at sbeckett2@mdot.maryland.gov.

Sincerely,



for Cedric Ward, P.E., PTOE, Director
Office of Traffic and Safety

Enclosures

ACCEPTED BY
CITY OF HAGERSTOWN

By: _____

Title: _____

Date: _____

cc: Ms. Stacey Beckett, Rail Safety Program Manager, ORIF, MDOT

Hagerstown, Washington County, Maryland
Summit Avenue at-grade crossing with CSXT
Baltimore Division, Lurgan Subdivision
DOT# 832380G, MP BAW-23.37

CROSSING CLOSURE AGREEMENT

This Crossing Closure Agreement (this "Agreement") is entered into this ____ day of _____, 20____, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT") and the City of Hagerstown, a body politic of the State of Maryland (the "City"). Both CSXT and the City shall be referred to collectively as the "Parties" and also each individually as a "Party".

RECITALS

WHEREAS, the City has agreed to close the highway-rail at-grade crossing at Summit Avenue at MP BAW-23.37 (DOT# 832380G) (the "Crossing"); and

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Permanent Closure. The City hereby consents to the permanent closure of the Summit Avenue Crossing (the "Closure") no later than **December 31, 2027**

(a) CSXT agrees to remove and dispose of the crossing surface and approaches to two (2) feet beyond the edge of existing rail.

(b) The City or City's Contractor shall remove the full depth of the roadway approaches from two (2) feet from the edge of rail to the boundary of CSXT's right-of-way on both sides of the Crossing. The City shall remove any drainage pipes under the approaches and restore ditches to allow proper flow. Disposal of materials shall be in accordance with CSXT's Soil and Water Management Policy.

(c) The City or City's Contractor shall install barricades and signage in accordance with CSXT Maintenance-of-Way Standard Drawing 2523 shown as Exhibit B. Barricade and signage shall be installed on City right-of-way on both sides the Crossing to make the Crossing inaccessible.

(d) Upon the completion of the roadway barricades and any applicable signage, the City shall own and shall bear the sole responsibility for all maintenance and replacement of the roadway barricades and any applicable signage.

2. Reimbursement of CSXT Expenses

(a) The City shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Closure, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "Reimbursable Expenses").

(b) CSXT has estimated the total Reimbursable Expenses for the Closure to be approximately \$ 60,214 as shown on Exhibit A (the "Estimate" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the City with the revised Estimate of total Reimbursable Expenses for the City's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to the City, to immediately cease all further work, unless and until the City provides such approval and confirmation.

(c) Upon execution and delivery of this Agreement by the City, the City will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. The City shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to the City. The City shall make such additional deposit within thirty (30) days following delivery of such invoice to the City.

(d) Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from the City and shall submit to the City a final invoice if required. The City shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to the City of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Closure.

3. CSXT Incentives. CSXT agrees to the design and construction of safety improvements at the Walnut Street and Virginia Avenue at-grade crossings pursuant to the terms of a separate Agreement between CSXT and the Maryland Department of Transportation to be funded by the Maryland Department of Transportation.

4. Work by City's Contractor. It is understood that the City shall contract out most of its responsibilities under Section 1. City shall require its Contractor to execute a CSXT standard Temporary Right-of-Entry Agreement shown as Exhibit C to govern the execution of the contractor's work within CSXT Right of Way.

5. Entire Agreement. This Agreement embodies the entire understanding of the Parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.

6. Waiver. If either Party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

Hagerstown, Washington County, Maryland
Summit Avenue at-grade crossing with CSXT
Baltimore Division, Lurgan Subdivision
DOT# 832380G, MP BAW-23.37

7. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either Party may designate by delivery of prior notice to the other Party:

If to CSXT: CSX Transportation, Inc.
4900 Old Osborn Tpk
Richmond, Virginia 23231
Attention: Michael Liebelt
Project Manager II - Public Projects

If to the City: City of Hagerstown
1 E. Franklin Street
Hagerstown, Maryland 21740
Attention: Jim Bender
City Engineer

8. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Maryland, exclusive of its choice of law rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

The City of Hagerstown

By: _____
Name: _____
Title: _____

CSX Transportation, Inc.

By: _____
Print Name: Will Roseborough
Title: Director Project Development & Public Projects

Hagerstown, Washington County, Maryland
Summit Avenue at-grade crossing with CSXT
Baltimore Division, Lurgan Subdivision
DOT# 832380G, MP BAW-23.37

EXHIBIT A
ESTIMATE

ESTIMATE SUBJECT TO REVISION AFTER: 3/5/2027		DOT NO.: 832380G
CITY: Hagerstown	COUNTY: Washington	STATE: MD
DESCRIPTION: Removal of Summit Avenue at-grade crossing with CSXT		
DIVISION: Baltimore	SUB-DIV: Lurgan	MILE POST: BAW-23.37
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$ -
Subtotal	\$ -

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$ 12,000
Subtotal	\$ 12,000

FLAGGING SERVICE: (Contract/CSX Labor)

Engineering Labor (Foreman/Inspector/Flagman)	5	Days @	\$ 700.00	\$ 3,500
Additive	245.90% (Engineering Department)			\$ 8,607
Subtotal				\$ 12,107

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ 29,093

CONTRACT WORK:

\$ 3,340

PROJECT SUBTOTAL:

\$ 56,540

CONTINGENCIES: 10.00%

\$ 5,654

PROJECT TOTAL:

\$ 62,194

CURRENT AUTHORIZED BUDGET:

\$ -

TOTAL SUPPLEMENT REQUESTED:

\$ 62,194

DIVISION OF COST:

Agency	100.00%	\$ 62,194
Railroad		\$ -
		\$ 62,194

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

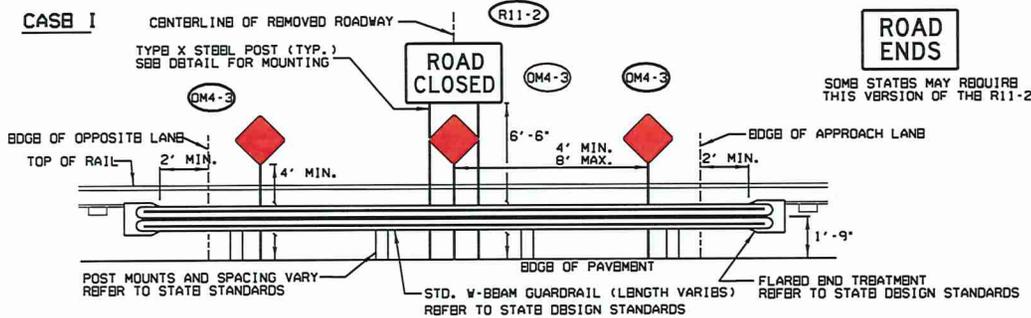
Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: CED Approved by: ML CSXT Public Project Group
DATE: 01/21/26 REVISED: _____ DATE: 03/05/26

Hagerstown, Washington County, Maryland
Summit Avenue at-grade crossing with CSXT
Baltimore Division, Lurgan Subdivision
DOT# 832380G, MP BAW-23.37

EXHIBIT B
CSXT MAINTENANCE-OF-WAY STANDARD DRAWING 2523
PERMANENT ROAD CLOSURE
ROAD CROSSING REMOVAL
TRAFFIC PROTECTION BARRICADES

CASE I



REMOVAL

REMOVE ALL CROSSING MATERIAL AND APPROACHES TO THE TOP OF THE BACK SLOPE OF THE DITCH ON EITHER SIDE OF THE TRACK.

REMOVE DRAINAGE PIPES UNDER THE APPROACHES AND RESTORE DITCHES TO ALLOW PROPER FLOW.

REMOVE CROSSING MATERIAL FROM THE CROSSING. INSPECT AND DESIGNATE MATERIAL FOR REUSE OR PROPER DISPOSAL.

DISPOSE OF ALL OTHER MATERIAL IN A PROPER AND ENVIRONMENTALLY SAFE MANNER.

TRAFFIC PROTECTION

ERECT GUARDRAIL AND SIGNS AS SHOWN.

GUARDRAIL AND SIGN PANELS SHALL BE INSTALLED IN ACCORDANCE WITH DESIGN STANDARDS AND SPECIFICATIONS OF THE STATE IN WHICH THEY ARE TO BE INSTALLED. SIGNS TO BE MADE IN ACCORDANCE WITH STANDARD HIGHWAY SIGNS MANUAL 2004 EDITION.

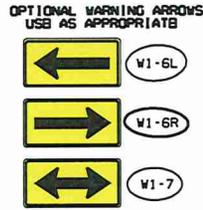
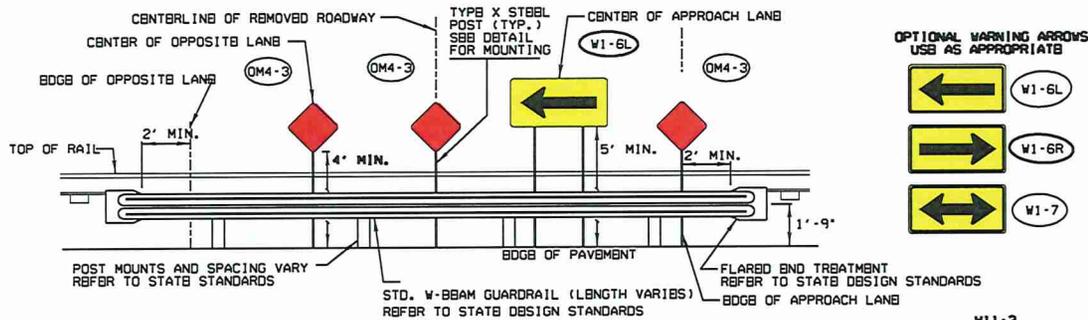
SIGN BLADE: 0.080" ALUMINUM ALLOY 5052-H38 OR 606-T6 WITH ROUNDED CORNERS. HOLES TO BE 7/16" DIAMETER. BLADES TO BE DEBRASSED AND BITCHED PRIOR TO THE APPLICATION OF REFLECTIVE SHEETING.

FACING: WHITE, RED, OR YELLOW (AS APPROPRIATE FOR SIGN) SCOTCHLITE DIAMOND GRADE VIP REFLECTIVE SHEETING MANUFACTURED BY THE 3M CORPORATION AND IN COMPLIANCE WITH THE PHYSICAL REQUIREMENTS OF LATEST EDITION OF ASTM D4956.

LETTERS: BLACK SILKSCREEN OR SCOTCHCAL AND CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD ALPHABET, SERIES 'D' 2000 EDITION.

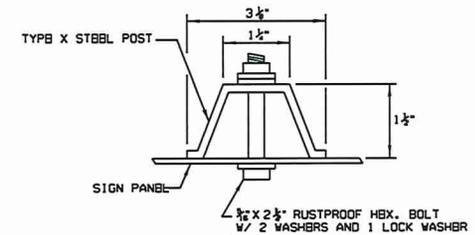
ADVANCE WARNING SIGNS, TURN PROHIBITION SIGNS, OR ANY OTHER NECESSARY TRAFFIC CONTROL DEVICE THAT IS NOT LOCATED ON CSX PROPERTY SHALL BE INSTALLED BY OTHERS.

CASE II



SIGNS SHALL BE PLACED 4' BEHIND GUARDRAIL SO LONG AS THEY ARE NO CLOSER THAN 12' TO CENTERLINE NEAREST TRACK

MOUNTING DETAIL



CSX TRANSPORTATION

PERMANENT ROAD CLOSURE
ROAD CROSSING REMOVAL
TRAFFIC PROTECTION BARRICADES

Walt W. Ghandt

APPROVED - CHIEF ENGINEER
DESIGN, CONSTRUCTION & CAPACITY

John D. Uhlir

APPROVED - VICE PRESIDENT &
CHIEF ENGINEERING OFFICER

PREPARED BY: D.C. CLARK

ISSUED: JANUARY 27, 1997
REVISED: JULY 1, 2008

CSX ITEM INVENTORY

DESCRIPTION	UNIT	SCN
SIGN, OM4-3 18" x 18" RED DIAMOND	BACH	014.8001400.1
SIGN, R11-2 48"x24" ROAD CLOSED	BACH	014.8004015.1
SIGN, R11-2 48"x24" ROAD ENDS	BACH	014.8004020.1
SIGN, W1-6 48"x30" SINGLE ARROW	BACH	014.8004025.1
SIGN, W1-7 48"x30" DOUBLE ARROW	BACH	014.8004030.1
SIGN POST, METAL TYPE X	BACH	014.8004600.1

Hagerstown, Washington County, Maryland
Summit Avenue at-grade crossing with CSXT
Baltimore Division, Lurgan Subdivision
DOT# 832380G, MP BAW-23.37

EXHIBIT C
CSXT NO-COST TEMPORARY RIGHT-OF-ENTRY AGREEMENT

CSXT OP NO: _____

**CSX Transportation, Inc.
Temporary Right of Entry Agreement**

THIS AGREEMENT, made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "**CSXT**," and _____ whose mailing address is _____, hereinafter called "**Licensee**," WITNESSETH:

WHEREAS, Licensee has submitted a written application to CSXT requesting permission to enter CSXT's property located within the Baltimore Division, Lurgan Subdivision, at DOT#: 832380G, MP BAW-23.37, Summit Avenue in Hagerstown, Washington County, Maryland (the "Property"), for crossing closure treatments, beginning 0 feet from the CSXT and City of Hagerstown right of way (the "**Project**"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the CSXT's general engineering consultant ("GEC") on the Project to arrange for flagging protection in accordance to Sections 5 and 6 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.
2. **INDEMNITY:**
 - 2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:
 - 2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;
 - 2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;
 - 2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and
 - 2.1.4 any and all other losses or damages; arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.

CSXT OP NO: _____

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 11 and 12 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

3. **PRIOR NOTIFICATION: Licensee or Licensee's Agents shall notify CSXT's GEC working on the Project** at least 14 days prior to requiring entry on the Property and shall abide by the instructions of the GEC .
4. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.
5. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with CSXT's GEC, and the GEC will coordinate with the appropriate CSXT officials to furnish such personnel, flagman or watchman, that in CSXT's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. These services are estimated to be \$0.
6. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee in accordance with the following:

CSXT OP NO: _____

Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.

7. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. *If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.*
8. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.
9. **REMEDIATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.
10. **SAFETY:**
 - a. All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.
 - 10.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.
11. **GENERAL LIABILITY INSURANCE:** Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its Affiliates; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSXT as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee

CSXT OP NO: _____

shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

12. **RAILROAD PROTECTIVE LIABILITY INSURANCE:** Licensee agrees to purchase Railroad Protective Liability Insurance in accordance with CSXT's requirements (attached as Exhibit A and incorporated into this Agreement) for the benefit of CSXT for Licensee's operations under this Agreement. Licensee shall furnish an appropriate Insurance policy (and required endorsements), as the case may be, with the return of this executed Agreement.
13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, _____, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.
14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
15. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
16. **NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensor at the address shown on Page 1, or at such other addresses as either party may designate by delivery of prior notice to the other party .
17. **TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.
18. **WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
19. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in

CSXT OP NO: _____

Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.

20. **NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

CSXT OP NO: _____

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **May 28, 2024**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witness for CSX Transportation, Inc.: **CSX TRANSPORTATION, INC.**

By: _____
Michael Liebelt
Project Manager II – Public Projects of CSXT

Witness for Licensee:

LICENSEE: _____

By: _____
Print/Type Name: _____
Print/Type Title: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind Licensee to the terms and conditions of this Agreement.

CSXT OP NO: _____



RAILROAD PROTECTIVE LIABILITY INSURANCE

Evidence required by CSX Transportation, Inc.

You are required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way.

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:

CSXT OP NO: _____

- (i) Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907 Jacksonville,
FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

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

Topic:

Maryland Water Infrastructure Financing Administration (MWIFA) Bond Issue –Wastewater Treatment Plant Improvement Project – *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Wastewater_Treatment_Plant_Improvement_Project_-_MDE_Bond_Issue.pdf

Description

Memo: Wastewater Treatment Plant MDE Bond



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
Copy: Michelle Hepburn, Chief Financial Officer
Re: Wastewater Treatment Plant Improvement Project
MDE Bond Issue (DOOI)
Date: March 10, 2026

The Mayor and City Council approved a proposal from Black and Veatch for the a Wastewater Treatment Plant Study to determine the needed improvements at the wastewater treatment plant in January 2024 and the design contract was approved in January 2025.

MDE has approved the City's funding application requesting \$20-million (this total includes \$3-million principal forgiveness). Staff has submitted additional funding application for subsequent plant improvement phases to ensure the plant can consistently meet nitrogen and phosphorus load limitations.

The local contribution (Wastewater Fund) is approximately \$3.376-million which has been used to pay for the cost of engineering services for the study, and the design. The drawings and contract documents are at 98% completion and are being reviewed by MDE. Once this review is complete, the construction phase work will be advertised. Construction is anticipated to begin in September 2026.

The improvements will include the replacement of equipment (pumps, motors, chemical feed systems, screening equipment, etc.) at the plant headworks and throughout the treatment process.

Attached please find the Motion and Resolution for the Declaration of Official Intent to borrow money. The Resolution indicates that the City anticipates borrowing money for a portion of the costs of the Project, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City (collectively, or individually by series, the "Bonds"). The Maryland Water Infrastructure Financing Administration ("MWIFA") has preliminarily indicated that it can make two loans to the City for project purposes.

Staff will be at the March 17, 2026 Mayor and City Council meeting to discuss and answer any questions that may arise.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 24, 2026

TOPIC: Approval of a Resolution: Declaration of Official Intent to Use Proceeds of a Future Borrowing to Reimburse Costs of the WWT Plant Improvement Project

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

MOTION:

I hereby move for the approval of the resolution evidencing the City’s reasonable expectation to reimburse from proceeds of one or more general obligation bonds (or any interim financing incurred in anticipation of such bonds) all or a portion of the expenditures paid prior to issuance with respect to the project identified and described therein as the “WWT Plant Improvement Project.”

The Maryland Water Infrastructure Financing Administration (“MWIFA”) has preliminarily approved loaning the City up to \$17,000,000 for project purposes, such loan to be evidenced by a general obligation bond issued by the City to MWIFA, the interest on which is expected to be tax-exempt for federal income tax purposes. The City reasonably expects to pay project costs prior to closing on a borrowing as described in the resolution (whether from MWIFA or another lender) and the resolution preserves the ability of the City under the federal tax code to use proceeds of any such borrowing for reimbursement purposes. The resolution does not authorize any borrowing. Borrowing authorization will be undertaken by separate legislation in accordance with applicable law.

MWIFA has preliminary approved loaning the City an additional \$3,000,000 for project purposes, to be evidenced by a taxable general obligation bond issued by the City to MWIFA; no declaration of official intent resolution is required with respect to a taxable obligation.

Staff is hereby directed to work with the City’s bond counsel to develop the necessary authorizing legislation and other documents required to prepare for the borrowing, whether from MWIFA or another lender.

EXPECTED DATE OF ADOPTION: 03/24/2026
EXPECTED EFFECTIVE DATE: 03/24/2026

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION NO. R-26-__

**A RESOLUTION OF THE COUNCIL OF CITY OF HAGERSTOWN
MAKING A DECLARATION OF OFFICIAL INTENT REGARDING
CITY OF HAGERSTOWN'S REASONABLE EXPECTATION TO
REIMBURSE FROM PROCEEDS OF A FUTURE BORROWING
PROJECT EXPENDITURES MADE IN CONNECTION WITH A
PROJECT IDENTIFIED HEREIN AS "WWT PLANT IMPROVEMENT
PROJECT" AND GENERALLY RELATING THERETO.**

RECITALS

WHEREAS, City of Hagerstown, a municipal corporation of the State of Maryland (the "City"), is in the process of undertaking a project that is generally referred to by the City as "WWT Plant Improvement Project" or by similar terms (the "Project"), and that involves purchase and installation of materials and equipment for the replacement of influent screens, construction of a new headworks structure, replacement of the sanitary grinder pump station, replacement of in-plant pumps, Return Activated Sludge (RAS) pumps, primary sludge pumps and sluice gates, replacement of the Motor Control Centers (MCCs), Programmable Logic Controllers (PLCs), and switchgear, replacement of the ferric chloride/alum storage tank and appurtenances, modifications to primary sludge discharge piping, and miscellaneous building and structural improvements; and

WHEREAS, the City anticipates borrowing money for a portion of the costs of the Project, such borrowing to be evidenced by one or more series of general obligation bonds or other evidences of indebtedness to be issued by the City (collectively, or individually by series, the "Bonds"); and

WHEREAS, the Maryland Water Infrastructure Financing Administration ("MWIFA") has preliminarily indicated that it can make two loans to the City for project purposes, one such loan to be evidenced by a general obligation bond issued to MWIFA the interest on which is expected to be excludable from gross income for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the other such loan to be evidenced by a general obligation bond issued to MWIFA that is subject to principal forgiveness and, therefore, will not be issued on a tax-exempt basis for purposes of the Code; and

WHEREAS, the general obligation bond expected to be issued by the City to MWIFA on a tax-exempt basis for purposes of Section 103 of the Code is expected to be issued in an original principal amount not to exceed \$17,000,000 and the general obligation bond expected to be issued by the City to MWIFA on a taxable basis for purposes of the Code is expected to be issued in an original principal amount not to exceed \$3,000,000; and

WHEREAS, in the event the City is not able to borrow from MWIFA all of the anticipated loan funds to finance, reimburse or refinance a portion of the costs of the Project, the City reasonably anticipates that it will have to borrow money for costs of the Project from another available source or sources, and that such borrowing will be evidenced by one or more Bonds issued by the City; and

WHEREAS, prior to issuing any Bonds to MWIFA or another lender or purchaser, it may be necessary to incur one or more borrowings in order to finance costs of the Project on an interim basis; and

WHEREAS, the City reasonably expects to spend City funds on costs of the Project prior to issuance of the Bonds to MWIFA (or to any other lender or purchaser in the event MWIFA is not able to provide all of the desired loan funding), and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such moneys expended, and/or (ii) to use proceeds of the Bonds to refinance all or a portion of any interim borrowing incurred or issued by the City that is applied to reimburse the City for all or a portion of such prior expenditures for costs of the Project; and

WHEREAS, Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that a local government funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond,” all within the meaning of the Reimbursement Regulations; and

WHEREAS, the City is an “issuer” for purposes of the Reimbursement Regulations and the Council of the City wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from tax-exempt reimbursement bond proceeds (meaning any tax-exempt Bonds or any interim financing incurred or issued in anticipation of any tax-exempt Bonds) original expenditures made in connection with the Project.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HAGERSTOWN, THAT:

SECTION 1.

(a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) The name used for the Project in this Resolution is the name by which the Project is generally identified in the applicable materials of the City. It is hereby expressly recognized that expenditures for the Project and/or issuance of any Bonds or of any interim financing incurred or issued in anticipation of any Bonds may occur in the current fiscal year or a subsequent fiscal year. References in this Resolution to the Project shall be deemed to (i) be to the Project as it may be referred to by a similar but not the exact same name in applicable City materials, including any City budget or City capital improvement plan, and (ii) include any changes in the scope of activities of the Project and/or the name of the Project made by the City in accordance with applicable law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Project shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing relating to the Project and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the City hereby makes this declaration of its reasonable expectation to expend money on costs of the Project prior to the issuance of the Bonds (or any interim financing incurred or issued in anticipation of the Bonds) and to use proceeds of the tax-exempt Bonds (or of any such interim financing), which tax-exempt Bonds and/or interim financing will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such original expenditures made with respect to the Project. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the tax-exempt Bonds to be issued for the Project (and the maximum principal amount of any interim financing to be incurred or issued by the City in anticipation of the tax-exempt Bonds issued for the Project) is \$17,000,000.00 (in each such case).

SECTION 4. The provisions of this Resolution shall be liberally construed in order to effectuate the purposes of this Resolution.

SECTION 5. This Resolution may be executed (i) in counterparts and/or (ii) to the extent not prohibited by applicable law, by electronic, stamped or facsimile signature, and all executed counterparts of this Resolution shall be treated as one and the same resolution.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

(SEAL)

ATTEST:

CITY OF HAGERSTOWN

Donna K. Spickler
City Clerk

William B. McIntire, Mayor

Introduced: _____, 2026

Adopted: _____, 2026

Effective: _____, 2026

#243239

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

Topic:

Review Committee Recommendation of a Proposal for Community Legacy Strategic Properties Grant – *Doug Reaser, Economic Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

031726_WS_Bowman.pdf

Description

Review Committee Recommendation of a Proposal for Community Legacy Strategic Properties Grant.



To: Scott Nicewarner, City Administrator

From: Doug Reaser, Economic Development Manager

Date: March 17, 2026

RE: Review Committee Recommendation of a Proposal for Community Legacy Strategic Properties Grant

Staff will attend the March 17, 2026 Work Session of Mayor and City Council to review the proposal below for the state Community Legacy Strategic Properties Grant. The RFP Review Committee believes this project meets the eligibility requirements of the grant and recommends the project for approval.

The application information is summarized below:

Community Legacy Strategic Properties Grant

- Applicant: Bowman Development Corporation
- Property: 54 South Potomac Street
- Review Committee Recommendation: Approve award up to \$185,780
- Estimated Total Project Costs: \$371,560
- Start Date: In-progress
- Application Date: Original application June 13, 2025 – updated packet/scope 2/17/2026
- Eligibility Period: Recommend 30 days prior to date of approval through completion date
- Completion Deadline: June 19, 2026
- Project Description: The grant will enable Bowman to complete the remaining renovations of the vacant rear portions of the 2nd and 3rd floors of the Masonic Temple building into a finished, warm lit shell condition.

Attachments: Draft Motion
Bowman Strategic Properties Grant Proposal
c. RFP Review Committee

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: March 24, 2026

TOPIC: **Approval of Proposal for Community Legacy Strategic Properties Grant – 54 South Potomac Street, Bowman Development Corporation**

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

MOTION: I hereby move for the Mayor and City Council to approve the attached proposal for the Community Legacy Strategic Properties Grant for the project at 54 South Potomac Street, with project costs of \$371,560. Staff are authorized to issue a Letter of Commitment to Bowman Development Corporation for a grant in the amount of \$185,780.

No funds will be disbursed until staff have verified that all work in the development plan is completed to the City’s satisfaction and the total project cost expenditure requirements have been met. Funding for this grant will come from the State FY22 Community Legacy Strategic Properties Grant.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: 03/24/2026
EFFECTIVE DATE: 03/24/2026



**Revised Scope of Work for the Masonic Temple at 54 South Potomac St, Hagerstown, MD
2/17/26**

The objective of this grant application is to get assistance to finish the renovations of the vacant rear portions of the 2nd and 3rd floors into a finished, warm lit shell condition. It will allow us to offset a portion of the renovation costs to pass onto tenants. We would only need to do demising and fit outs to meet tenant requirements. It will not only allow us to save costs, but time as well to be more responsive.

Scope of Work:

- Prepare final Architectural and MEP Engineering plans for construction and City of Hagerstown Building Permits.
- Remove all loose plaster from existing brick walls. Point, patch, and apply a Clear Acrylic seal coat to exposed brick.
- Relocate the stair access door on the 2nd floor and construct a new full height drywall partition to create an egress corridor.
- Construct a new full height drywall partition on the 3rd floor to create an egress corridor the rear stairs.
- Install new wood door/window/base trims as required to match trim profiles in existing renovated areas. Patch and replace existing trim where possible.
- Patch and repair plaster walls where needed.
- Paint all drywall and plaster walls.
- Paint new and existing trims.
- Modify newly installed sprinkler system for coverage in the new egress corridors.
- Install Spiral Ductwork for HVAC distribution throughout spaces.
- Install suspended LED light fixtures and convenience electrical outlets as required for Class A Office Space.

5. Project Information

Project Start Date: Upon receipt of award & applicable permits

Updated to project in-progress 3/11/2026 DR

Project Completion Date: 150 days from award

Number of Residential Units Proposed: 0

Provide a list of each unit with configuration (ex 1BR, 1BA) and square footage.

6. Describe the experience, qualifications, and financial capacity of the entity and/or its principals to carry out the proposed project. Include experience in the development of Residential, Commercial, or Mixed-Use products (if applicable) and in the renovation/adaptive re-use of older buildings. Include examples of development projects of at least \$600,000 completed by the entity and/or its principals elsewhere.

Mandatory Required Attachments (Submissions without these attachments will not be reviewed.)

For all submissions:

- Description of proposed project.
- Project budget.
- Project timeline.
- Financing plan showing proposed funding sources and indicating any other grants or incentives for the project. Total sources of funding to match total project costs. Attached lender letter for all borrowed sources. Attached bank/account statements to demonstrate availability of cash funding sources identified.

For Development/Construction (include all attachments above plus the following):

- Design plans and occupancy plan.
- If developer/property owner is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- Project construction cost estimates.

Required RFP Forms

- Submission Form
- Signature to Bid Form
- Confidential Information Form
- Affirmation Form
- Notice Form – Subject to Maryland Public Information Act
- Documentation showing that the developer is in good standing with the State of Maryland

Bowman Development Corporation
Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE:  Date: 6/13/25

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. DO NOT initial all boxes unless six (6) Addenda are published. Failure to initial appropriate boxes is grounds for disqualification.

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Proposal # P1854.25
Strategic Properties Grant
Bid Submission Form

Confidential Information Form

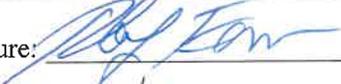
Please be advised that documents submitted to the City of Hagerstown are considered public records. As such, they are subject to the dictates of Maryland's Public Information Act, which permits inspection and copying of most public records in an effort to ensure open and fair governance within the State. However, certain records are affirmatively protected from disclosure by specific exceptions found in the Act. Among other categories, these exceptions include personal identification information of individuals, trade secrets, and confidential commercial or financial information.

If you believe information contained in the documents or other materials submitted to the City of Hagerstown are confidential based upon these or other exceptions contained in the Act, please identify any such information on this form.

<u>Confidential Information</u>	<u>Where Located in Documents</u>	<u>Reason for Confidentiality</u>
1. Bowman 2000 Bank Statement	Document enclosed	Confidential financial information
2.		
3.		
4.		
5.		

The determination of whether the above information falls within an exception to disclosure contained in the Act will be made by City staff in consultation with its legal advisors. You will be informed of any determination made in this regard. You can be assured that the City of Hagerstown will comply with the requirements of the Act and will maintain all appropriately confidential material in strict confidence to the extent permitted by law.

Submitter Name: Robin L Ferree Date: 6/13/25

Submitter Signature: 

Staff Witness: 

Proposal # P1854.25
Strategic Properties Grant
Bid Submission Form

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted.
- (b) In any manner, directly or indirectly entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

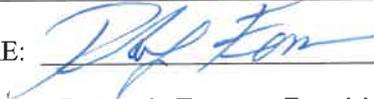
AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: Bowman Development Corporation

ADDRESS: 10228 Governor Lane Blvd, Suite 3002, Williamsport, MD 21795

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: Robin L Ferree, President

TELEPHONE & FAX NUMBER: 301-223-1090, 301-582-0049

EMAIL: rferree@dmbowman.com

DATE: 6/13/25 FEDERAL EMPLOYER'S IDENTIFICATION NO. 52-1549124

For Informational Purposes: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

Yes No

Proposal # P1854.25
Strategic Properties Grant
Bid Submission Form

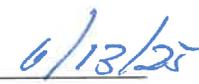
Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

Signature Date

Bowman Development Corporation

Company Name

JOB NAME: Masonic Second and Third Floor Renovation
 JOB DESCRIPTION: Fit-out of unfinished rear spaces
 JOB LOCATION: Hagerstown
 CONDITIONED AREA:

4,200.0

 square feet
 JOB DURATION:

4.0

 months

File Name: Masonic Second and Third Floor

64.50 PROJECT MANAGER
 54.00 SUPERINTENDENT
 46.50 FOREMAN
 43.50 SKILLED LABORER

6% MD Sales Tax

DESCRIPTION	QTY	UNIT	U M	MATL	SALES 1	U H	TL HRS	LABOR	SUB	EQUIP	OTHER	TOTAL	NOTES	NOTES
BIDDING & CONTRACT REQ.														
Architectural Services	1.0	ls							1,880		0	1,880	MSB Architects	
Engineering: MEP	1.0	ls							4,500		0	4,500	Joe Cook	
Building Permits	4,200.0	sf									1,732	1,732	based on \$371.5k	
Fire Marshal Review	4,200.0	sf									520	520	based on \$371.5k	
TOTAL					0	0	0	0	6,380	0	2,251	8,631		
GENERAL REQUIREMENTS														
Working Superintendent	4.0	months (half time)					54.000	340	18,360			18,360		
Trucks and Equipment	4.0	months								2,580		2,580		
Project Administration	4.0	months (1/4 time)					64.500	170	10,965			10,965		
Progressive Cleanup	4,200.0	sf	0.01	42	3		87	3,767				3,812		
Dumping Fees	1.0	ls									500	500		
Final Cleaning (taxable)	4,200.0	sf	0.50	2,100	126							2,226		
TOTAL				2,142	129		597	33,092	0	2,580	500	38,443		
DEMOLITION														
Remove Wall Base for Patch	105.0	lf					0.200	21	914			914		
Remove Misc Nails in Walls	1.0	ls						40	1,740			1,740		
Remove existing doors	3.0	ea					2.000	6	261			261		
Remove Vinyl Wallcovering	900.0	sf					0.125	113	4,894			4,894		
Remove Window Trim for Reuse	2.0	set						8	348			348		
TOTAL				0	0		188	8,156	0	0	0	8,156		
CONCRETE														

Insulation at Window Infills	450.0 sf	0.40	180	11	0.0100	5	196				387
Sealants & Caulking	3,868.0 lf	0.10	387	23	0.0100	39	1,683				2,093
TOTAL			567	34		43	1,878	0	0	0	2,479

DOORS & WINDOWS

Finish Hardware	4.0 sets	300.00			4.0000	16	696				696
Hinges	12.0 ea	11.00	132	8							140
Locksets	5.0 ea	75.00	375	23							398
Stops	4.0 ea	6.00	24	1							25
Closers	4.0 ea	140.00	560	34							594
Wood Doors	4.0 ea.	Reuse Existing		0	8.0000	32	1,392				1,392
TOTAL			1,091	65		48	2,088	0	0	0	3,244

FINISHES

Patch/Repair Plaster Walls	4,000.0 sf	5.00					37,960				37,960	TW Smith & Sons
Finished Drywall	2,848.0 sf	2.50					Included above				0	TW Smith & Sons
Window Opening Infills	450.0 sf	3.00					Included above				0	TW Smith & Sons
Acoustical Ceiling	445.0 sf	6.50					Included above				0	TW Smith & Sons
Wood Flooring Repairs	10.0 ea	20.00	200	12	4.0000	40	1,740				1,952	
Wood Floor Refinishing	4,200.0 sf						31,365				31,365	Thomas Flooring & Sons
Painting Doors and Trim	7.0 opgs						20,300				20,300	Crown Painting
Painting Windows and Trim	18.0 opgs						included above				0	Crown Painting
Painting Floor Base/Cap	570.0 lf						included above				0	Crown Painting
Painting Exist Plaster Walls	4,000.0 sf						included above				0	Crown Painting
Painting New Drywall	2,584.0 sf						included above				0	Crown Painting
Painting Metal Ceiling	4,200.0 sf						included above				0	Crown Painting
Painting Spiral Ductwork	4,200.0 sf						included above				0	Crown Painting
Sealcoate Exposed Brick	1,422.0 sf						included above				0	Crown Painting
FINISHES SUB-TOTAL			200	12		40	1,740	89,625	0	0	91,577	

SPECIALTIES

Fire Extinguisher-Portable	2.0 ea.	125.00	250	15	1.0000	2	87				352
SPECIALTIES SUB-TOTAL			250	15		2	87	0	0	0	352

EQUIPMENT

04	MASONRY	28	2	71	3,093	0	0	0	3,123	0.74
05	METALS	0	0	0	0	0	0	0	0	0.00
06	CARPENTRY	17,646	1,059	663	28,841	0	0	0	47,546	11.32
07	MOISTURE PROTECTION	567	34	43	1,878	0	0	0	2,479	0.59
08	DOORS & WINDOWS	1,091	65	48	2,088	0	0	0	3,244	0.77
09	FINISHES	200	12	40	1,740	89,625	0	0	91,577	21.80
10	SPECIALTIES	250	15	2	87	0	0	0	352	0.08
11	EQUIPMENT	0	0	0	0	0	0	0	0	0.00
12	FURNISHINGS	0	0	0	0	0	0	0	0	0.00
13	SPECIAL CONSTRUCTION	0	0	0	0	0	0	0	0	0.00
14	CONVEYING SYSTEMS	0	0	0	0	0	0	0	0	0.00
15	MECHANICAL	0	0	0	0	30,180	0	0	30,180	7.19
16	ELECTRICAL	0	0	0	0	73,979	0	0	73,979	17.61
	DIVISION TOTALS	21,925	1,315	1,651	78,975	200,164	2,580	2,751	307,711	73.26
1313	Travel Pay				none					
	Labor plus travel				78,975					
	Direct Labor Overhead				in wage \$					
	TOTAL COST	21,925	1,315		78,975	200,164	2,580	2,751	307,711	
	PERCENT O H & P	15%	15%		15%	15%	15%	15%	15%	
	TOTAL OVERHEAD & PROFIT	3,289	197		11,846	30,025	387	413	46,157	
	BID TOTAL	25,213	1,513		90,821	230,189	2,967	3,164	353,867	0 CHECK
	CONTINGENCY								17,693	
	ADJUSTMENTS		5%						(1)	
	FINAL BID TOTAL								371,560	\$88.47



301 S ANTRIM WAY – SUITE 1,
GREENCASTLE, PA 17225
OFFICE: 717-597-5088

PROPOSAL

March 9, 2026

*Jeff Tedrick
Bowman Development*

*54 S Potomac Street,
Hagerstown, MD 21740*

Renovations to 2nd & 3rd Floors of Former Masonic Temple Building

Thank you for the opportunity to provide this proposal. We have prepared the following Scope of Work for your review and consideration:

I. General Conditions

- A. Includes architectural permit set of drawings.
- B. Includes MEP engineered drawings.
- C. Includes allowance for \$2,200 of permit fees.
- D. Apply for and obtain permits.
- E. Includes supervision and project management as needed.
- F. Includes all necessary equipment.
- G. Dispose of all construction waste generated by our work.
- H. Includes construction cleaning at end of project.

II. Demolition

- A. Remove vinyl wall coverings at both floors.
- B. Remove nails from walls.
- C. Remove and salvage (3) existing doors.
- D. Remove and salvage window trims at (2) windows.
- E. Remove wall base as needed.

III. Masonry

- A. Clean masonry. Repair major damaged spots.

IV. Carpentry

- A. Infill (9) window openings.
- B. Repair shelving unit and set in place.
- C. Install new window sills and trims.
- D. Install new wood door frames.
- E. Install new door side and head trims.
- F. Install new window side and head trims.
- G. Install new window aprons.
- H. Door rosettes and plinths, window rosettes, base moldings, base cap trim, shoe molding.

V. Insulation

- A. R19 unfaced fiberglass insulation in wall cavity.

VI. Openings

- A. Purchase new hardware as needed including new hinges, locksets, stops, and closers.
- B. Reinstall (4) wood doors.

VII. Finishes

- A. Install metal stud framing per plan.
- B. Patch and repair plaster walls at major damaged spots.
- C. Hang and finish 5/8" drywall at new corridor partitions.
- D. Hang and finish 1/2" drywall at window infills.
- E. Install acoustical ceiling grid and tile at new corridors.
- F. Sand and finish existing pine hardwoods on 2nd and 3rd floor. Install (3) coats of oil based polyurethane. Stain to match main stairwell and elevator access as closely as possible.
- G. Paint drywall and plaster walls.
- H. Seal existing brick walls.
- I. Scrape and paint metal pan ceiling and associated ductwork and sprinkler pipe.
- J. Paint wood windows, trim, doors & frames, & wood base.

VIII. Specialties

- A. Furnish and install (2) new fire extinguishers.

IX. Mechanical

- A. Relocate and/or add sprinkler heads to protect the proposed floor plan.
- B. All added or relocated sprinklers shall be done with new 1" black steel schedule 40 'arm-overs', sprinkler heads, fittings, and all necessary materials.
- C. Includes tests and permits.
- D. Install supply and return ductwork.
- E. New spiral ductwork from existing ductwork with registers per drawings.
- F. Install new return ductwork from existing ductwork with registers per drawings.
- G. Hang new ductwork from ceiling.
- H. Install firedampers in ductwork that penetrates fire rated walls.
- I. Air balance both systems.
- J. Permit work for both floors.
- K. Start up and run through operations.

X. Electrical

- A. Furnish and install emergency / exit lighting according to drawings.
- B. Furnish and install lighting and controls / switches according to drawings.
- C. Furnish and install power wiring and receptacles, according to drawings.
- D. Furnish and install breakers if needed.
- E. Testing of all electrical work to make sure it is working properly.
- F. Includes electrical permit.
- G. Install (5) new wheellock red ceiling mounted horn strobes for fire alarm.
- H. Includes low voltage permits, plans and submittals.

Exclusions:

- **Hazardous materials.**
- **Prevailing wages, night or weekend work.**
- **Any items not detailed in scope.**

Estimated Price:

Three Hundred Eighty-Nine Thousand, Seven Hundred Sixty-Four Dollars ---- \$389,764.00

Note: This estimate is good for 30 days.

We look forward to working with you on this project. Please let us know how we can be of further assistance. Feel free to contact me at any time at (717) 597-5088, or (717) 816-7733.

Sincerely,
UNITED ENTERPRISES CONSTRUCTION LLC

Lyndon Horst
Project Estimator

I agree to the terms and conditions stated above:

Date:

United Enterprises Construction:

Masonic Lodge - Second and Third Floor Rear Fit-out

Architectural Fee	1 ls
MEP Design Fee	1 ls
Building Permit	1 ls
Fire Marshal Review	1 ls

Second Floor Rear - Scope of Work

Windows:

2 opgs	Install window sills and build out recessed window openings with studs and drywall
12 lf	wood sill
100 sf	recessed window opg build-out
3 opgs	Install window sills and trim as required to cover window blocking and anchor clips
18 lf	wood sill
75 lf	2 piece wood trim
1 opg	Install window sills and complete window surround trim
6 lf	wood sill
6 lf	wood apron
25 lf	window trim
25 lf	2 piece wood trim
2 ea	corner décor blocks
2 opg	Build out window openings with studs & drywall, and install complete window surround trim
100 sf	recessed window opg build-out
12 lf	wood sill
12 lf	wood apron
50 lf	window trim
50 lf	2 piece wood trim
4 ea	corner décor blocks

Doors:

1 opg	Remove door leaf and modify opening as a cased pass-thru
2 opg	Install new doors, jambs, and trims
2 ea	wood doors

36 lf wood jamb
 72 lf wood door trim
 8 ea corner décor blocks
 8 ea base décor blocks
 3 sets hinges
 2 ea locksets

Floors:

4 ea Remove floor outlets, infill openings
 10 lf Remove and re-install wood base trim after repair of plaster on brick
 2100 sf Sand, Stain, and Finish wood floors

Walls:

704 sf Construct 1 hr wall (wood framing and fr drywall) to underside of existing clg
 380 sf Remove vwc at room perimeter
 678 sf Wire brush and patch mortar as required at exposed brick walls
 1920 sf Patch existing plaster walls

Trim:

88 lf Install new wood base and cap at new corridor wall
 88 lf Wood Base
 88 lf Wood Base Cap
 88 lf Install new toe mldg at room perimeter and new exit corridor wall
 88 lf Toe Mldg

Ceiling:

2100 sf Clean and repair existing tin ceiling
 242.16 sf Install suspended acoustical ceiling at 10' aff in exit corridor

Painting:

3 opg Paint doors and door trim
 8 opg Paint window trims and infills
 290 lf Paint wood base, base cap, and toe mldg
 1920 sf Paint existing plaster walls
 1144 sf Paint new drywall at exit corridor
 678 sf Seal exposed brick

MEP:

2100 sf Install spiral HVAC supply and return ductwork

- 2100 sf Install/Modify sprinkler system as required for new Exit Corridor walls/SAT
- 2100 sf Modify Fire Alarm System
- 2100 sf Install electrical lights, outlets, switching, and exit lights/signs

Third Floor Rear - Scope of Work

Windows:

- 4 opgs Infill window openings and finish flush to blend into surrounding plaster walls
 - 200 sf Recessed opening infill and finish
- 3 opgs Install window sills, plaster brick, and install all window trims
 - 18 lf wood sill
 - 18 lf wood apron
 - 75 lf window trim
 - 6 ea corner décor blocks
- 1 opgs Install window sills and trim as required to cover window blocking and clips
 - 6 lf wood sill
 - 25 lf 2 piece wood trim
- 1 opg Install window sills and complete window surround trims
 - 6 lf wood sill
 - 6 lf wood apron
 - 25 lf window trim
 - 25 lf 2 piece wood trim
 - 2 ea corner décor blocks
- 1 opg Build out window openings with studs and drywall, and install window trims
 - 50 sf recessed window opg build-out
 - 6 lf wood sill
 - 6 lf wood apron
 - 25 lf window trim
 - 25 lf 2 piece wood trim
 - 2 ea corner décor blocks

Doors:

- 1 opg Remove door leaf and modify opening as a cased pass-thru
- 1 opg Remove and replace elevator lobby door
- 1 opg Install new doors, jambs, and trims

- 1 ea wood doors
- 18 lf wood jamb
- 36 lf wood door trim
- 4 ea corner décor blocks
- 4 ea base décor blocks
- 1.5 sets hinges
- 1 ea locksets

Floors:

- 6 ea Remove floor outlets, infill openings
- 2100 sf Sand, Stain, and Finish wood floors

Walls:

- 720 sf Construct 1 hr wall (wood framing and fr drywall) to underside of existing clg
- 520 sf Remove wvc at room perimeter
- 744 sf Wire brush and patch mortar as required at exposed brick walls
- 2080 sf Patch existing plaster walls

Trim:

- 95 lf Remove Deteriorated Base
- 280 lf Install new wood base and cap at room perimeter and new corridor wall
 - 280 lf Wood Base
 - 280 lf Wood Base Cap
- 280 lf Install new toe mldg at room perimeter and new exit corridor wall
 - 280 lf Toe Mldg

Ceiling:

- 2100 sf Clean and repair existing tin ceiling
- 203.03 sf Install suspended acoustical ceiling at 10' aff in exit corridor

Painting:

- 4 ea Paint doors and door trim
- 10 ea Paint window trims and infills
- 280 lf Paint floor base, cap, and toe mldg
- 2080 sf Paint existing plaster walls
- 1440 sf Paint new drywall at exit corridor
- 744 sf Seal exposed brick

MEP:

2100 sf	Install spiral HVAC supply and return ductwork
2100 sf	Install/Modify sprinkler system as required for new Exit Corridor walls/SAT
2100 sf	Modify Fire Alarm system
2100 sf	Install electrical lights, outlets, switching, and exit lights/signs

Verification of Cash Funding

Applicant: Bowman Development Corporation

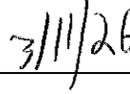
Finance Plan for project shows \$185,780 in Cash Funding.

Staff have received, filed and reviewed the applicant's submitted cash statement and confirms there is more than \$185,780 in cash funds available.

Document(s) Received: Bank Statement
 Other Cash Statement: _____



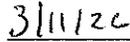
Chris Siemerling, Economic Development Specialist



Date



Doug Reaser, Economic Development Manager



Date

If Account Holder is not the same as the Applicant, email providing clarification must be attached.

From: Robin L. Ferree <rferree@dmbowman.com>
Sent: Wednesday, March 11, 2026 11:21 AM
To: Doug Reaser <dreaser@hagerstownmd.org>
Cc: Justin Anderson <janderson@dmbowman.com>; Jeff Tedrick <Jtedrick@dmbowman.com>
Subject: RE: Invest Hagerstown City Wide - Bowman Proposal - 54 South Potomac St - former Masonic Temple

Our responses are below in RED.

Rob

Robin L. Ferree, President



10228 Governor Lane Blvd.
Suite 3002
Williamsport, MD 21795
Office: 301-582-1555
Direct: 301-223-1090
Cell: 301-730-3345

From: Doug Reaser <dreaser@hagerstownmd.org>
Sent: Tuesday, March 10, 2026 11:26 AM
To: Robin L. Ferree <rferree@dmbowman.com>
Cc: Justin Anderson <janderson@dmbowman.com>; Jeff Tedrick <Jtedrick@dmbowman.com>
Subject: RE: Invest Hagerstown City Wide - Bowman Proposal - 54 South Potomac St - former Masonic Temple

Rob,

Thanks for these. It answered most of our questions. There were a few points we were hopeful that you can review:

- Are you ok with a revision of your initial application to in progress? Your application from last year showed as planned. **OK**
- Can you provide a current statement showing at least \$186,000 balance? The one we have on record is dated from last year and only showed a ~\$37,000 balance. **Provided on 3/10/26**
- The committee has asked for a completion date of 6/19/26 to allow for review of receipts and close out of the grant by 6/30. Can the project be completed with receipts submitted by this date? **We can make that work – OK.**

Additionally, we have been in contact with MHT – they had asked for the mechanical drawings which we will get over today. We are hopeful that we will have their approval before the regular session vote.

Can you please address the three bullet points above by end of day?

Thanks,



Doug Reaser

Economic Development Manager

Department of Planning &

Economic Development

Direct: 240-675-5076

Phone: 301-739-8577 ext 141

Email: dreaser@hagerstownmd.org

32 N Potomac St, 2nd Floor

Hagerstown, MD 21740

www.hagerstownmd.org



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BOWMAN DEVELOPMENT CORPORATION: D02493401

Department ID Number: D02493401

Business Name: BOWMAN DEVELOPMENT CORPORATION

Principal Office:  10228 GOVERNOR LANE BLVD.
WILLIAMSPORT MD 21795

Resident Agent:  DONALD M. BOWMAN, JR.
10228 GOVERNOR LANE BLVD.
WILLIAMSPORT MD 21795

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: CORPORATION

Business Code: 03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration: 02/03/1988

State of Formation: MD

Stock Status: STOCK

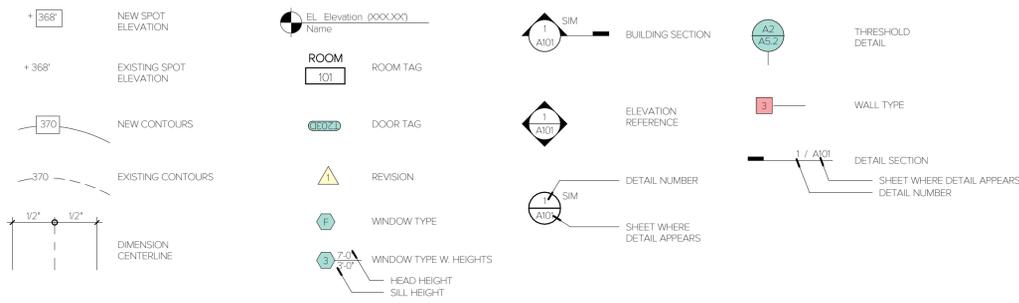
Close Status: NO

CONSTRUCTION DOCUMENTS PREPARED FOR: Masonic Temple - Second and Third Floor Egress

LOCATED AT:
**54 SOUTH POTOMAC STREET
HAGERSTOWN, MD 21740**

ISSUED ON:
March 06, 2026

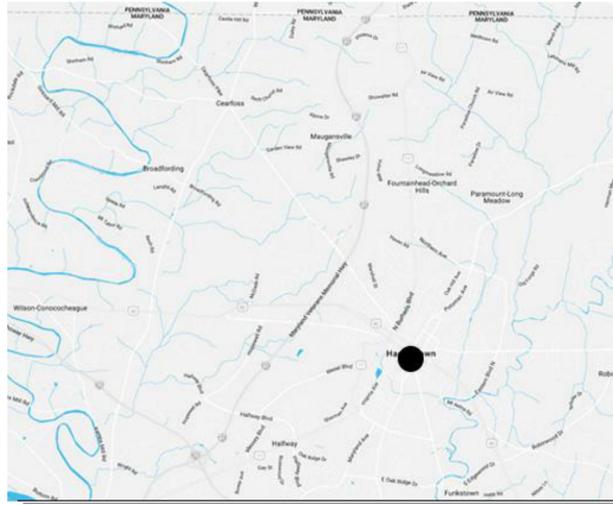
SYMBOLS



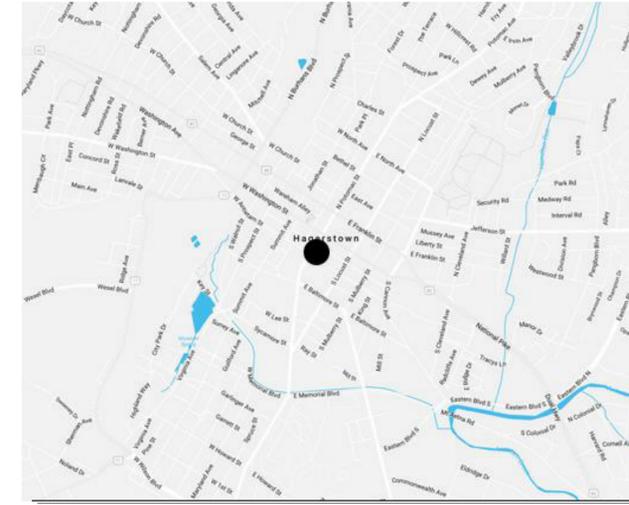
GENERAL CODES

- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS ON DRAWINGS SHALL GOVERN. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THIS OFFICE OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.
- WHERE THERE IS A CONFLICT BETWEEN DRAWINGS, SPECIFICATIONS OR DETAILS, THE CONTRACTOR SHALL CONTACT THE ARCHITECT FOR CLARIFICATION. PRIOR TO CONSTRUCTION, IF CONTRACTOR PROCEEDS WITHOUT NOTIFICATION, THE COST OF MODIFICATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CODES:**
ALL WORK ON THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:
A. CURRENT INTERNATIONAL BUILDING CODE
B. CURRENT INTERNATIONAL MECHANICAL CODE
C. CURRENT INTERNATIONAL ELECTRICAL CODE AS APPLICABLE
D. CURRENT NFPA LIFE SAFETY CODES
E. APPLICABLE CITY/STATE PLUMBING CODES
F. CURRENT STATE FIRE CODES
G. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)
- PERMITS:**
OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE BUILDING PERMITS. THE PERMIT FEES AND THE COSTS OF PROCURING SAME SHALL BE BORNE ENTIRELY BY OWNER. THE PROJECT'S GENERAL CONTRACTOR (G.C.) WILL COORDINATE, SCHEDULE AND PAY FOR ALL REQUIRED SUBCONTRACTOR PERMITS & INSPECTIONS.
- EXISTING CONDITIONS:**
THE G.C. SHALL VERIFY ALL EXISTING CONDITIONS AND DETERMINE THEIR EFFECT ON THE DESIGN PROPOSAL AS SHOWN HEREIN. CARE SHALL BE TAKEN TO AVOID ANY INTERRUPTIONS TO THE NORMAL BUSINESS ACTIVITIES OF THE EXISTING TENANTS TO THE ADJACENT BUILDING.
- INTERIOR FINISHES:**
FINISHES OF FLOORS AND CEILINGS SHALL HAVE A FLAME SPREAD RATING OF 26-75 OR LESS AND A SMOKE DEVELOPED RATING OF 0-450 PER NFPA 101. G.C. TO SUBMIT CONFIRMATION INFORMATION ON ALL FLAME SPREAD RATINGS AS REQUIRED.
- LIFE SAFETY ITEMS:**
THE G.C. SHALL BE RESPONSIBLE FOR THE REVIEW, COORDINATION, AND INSTALLATION OF REQUIRED LIFE SAFETY EQUIPMENT INCLUDING, BUT NOT LIMITED TO EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE EXTINGUISHER CABINETS (FIRE EXTINGUISHERS). ADDITIONALLY, EGRESS PATHS SHALL BE REVIEWED WITH APPROPRIATE FIRE DEPARTMENT PERSONNEL AND SHALL BE COORDINATED WITH FURNITURE & PARTITIONS.
- WORKMANSHIP STANDARDS:**
ALL WORK SHALL BE PERFORMED IN A SAFE AND EXPEDITIOUS MANNER USING THE RECOMMENDED TOOLS IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE APPROPRIATE TRADE. THE BUILDING SITE SHALL BE KEPT CLEAN AND FREE OF DEBRIS AT ALL TIMES. CARE SHALL BE TAKEN TO PREVENT TRASH FROM BEING BLOWN ONTO AND ACCUMULATING ON ADJACENT PROPERTIES AND PUBLIC STREETS.
- PROJECT DELIVERY:**
THE PROJECT G.C. SHALL ARRANGE AND EXECUTE ALL FINAL INSPECTIONS AND PROCURE A CERTIFICATE FOR OCCUPANCY. ADDITIONALLY, THE G.C. SHALL DELIVER INTERIORS FREE OF MARKS, FINGERPRINTS, STAINS, DIRT AND DEBRIS, LIGHT FIXTURES, PLUMBING FIXTURES, EQUIPMENT, GLASS AND HARDWARE WILL BE CLEAN AND "DUST FREE" BY COMMERCIAL STANDARDS. SITE SHALL BE CLEANED AND FREE OF EXTRANEOUS DEBRIS PRIOR TO ACCEPTANCE. G.C. SHALL RESTORE LAWNS AND PATCH ANY PAVING DAMAGED DURING CONSTRUCTION.
- EGRESS DOORS SHALL BE OPERABLE FROM THE DIRECTION OF EXIT TRAVEL WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
- IN CONSTRUCTION TYPES 1 & 2, THE CONTRACTOR SHALL PROVIDE FIRE TREATED WOOD WHEREVER WOOD IS CALLED FOR IN THE DRAWINGS.
- ALL CONTRACTORS ARE REQUIRED TO REVIEW ALL DRAWINGS REGARDLESS OF DISCIPLINE AND SHALL BE HELD RESPONSIBLE FOR COORDINATING THEIR WORK WITH ALL OTHER DISCIPLINES.
- IF ANY CONFLICTS ARE FOUND ON THE DRAWINGS OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE CONTRACTOR IS RESPONSIBLE FOR PRICING THE MOST EXPENSIVE OF THE CONFLICTING PRODUCTS/ASSEMBLY/SYSTEM.
- THE G.C. IS RESPONSIBLE FOR ANY TEMPORARY SHORING REQUIRED TO PERFORM WORK. ALL SHORING SHALL BE ENGINEERED BY AN ENGINEER LICENSED IN THE STATE WHERE THE WORK IS BEING PERFORMED. SUBMIT ENGINEER SIGNED/SEALED DRAWINGS FOR REVIEW.

MAPS



LOCATION MAP



VICINITY MAP

ABBREVIATIONS

A/C	AIR CONDITIONING	ELEV	ELEVATION	INT	INTERIOR	REV	REVISION
ACT	ACOUSTICAL CEILING TILE	EMER	EMERGENCY	JAN	JANITOR'S CLOSET	RM	ROOM
AWP	ACOUSTICAL WALL PANEL	EQ	EQUAL	JT	JOINT	RO	ROUGH OPENING
AFF	ABOVE FINISHED FLOOR	EGPT	EQUIPMENT	KIT	KITCHEN	RTG	RATING
ALT	ALTERNATE	EX	EXISTING	LAM	LAMINATE	S	SOUTH
ALUM	ALUMINUM	EXP	EXPOSED	LAV	LAVATORY	SC	SOLID CORE
ANOD	ANODIZED FINISH	EXT	EXTERIOR	MAX	MAXIMUM	SCH	SCHEDULE
APROX	APPROXIMATE	FD	FLOOR DRAIN	MECH	MECHANICAL	SF	SQUARE FOOT
ASPH	ASPHALT	FE	FIRE EXTINGUISHER	MTL	METAL	SHT	SHEET
BLDG	BUILDING	FEC	FIRE EXTINGUISHER CABINET	MFR	MANUFACTURER	SIM	SIMILAR
BRL	BUILDING RESTRICTION LINE	FIN	FINISH (ED)	MH	MAN-HOLE	SPEC	SPECIFICATIONS
CAB	CABINET	FLR	FLOOR	MIN	MINIMUM	SS	STAINLESS STEEL
CJ	CONTROL JOINT	FT	FEET/FOOT	MISC	MISCELLANEOUS	ST	STREET
CL	CENTER LINE	FTG	FOOTING	MCO	MASONRY OPENING	STL	STEEL
CLG	CEILING	FURR	FURRING	MULL	MULLION	T&G	TONGUE & GROOVE
CLR	CLEAR	GA	GAUGE	N/A	NOT APPLICABLE	TEL	TELEPHONE
CMU	CONCRETE MASONRY UNIT	GALV	GALVANIZED	N	NORTH	TEMP	TEMPORARY
CNT	CONTINUOUS	GC	GENERAL CONTRACTOR	NIC	NOT IN CONTRACT	TV	TELEVISION
COL	COLUMN	GL	GLAZING	NO.	NUMBER	TYP	TYPICAL
CONC	CONCRETE	G.S.F.	GROSS SQUARE FEET	NTS	NOT TO SCALE	UON	UNLESS OTHERWISE NOTED
CPT	CARPET	GWB	GYPSUM WALLBOARD	PERF	PERFORATED	VERT	VERTICAL
CT	CERAMIC TILE	H/C	HANDICAPPED	PNT	PANEL	VCT	VINYL TILE
CW	COLD WATER	HC	HOLLOW CORE	PNT	PAINT	VWC	VINYL WALL COVERING
DF	DRINKING FOUNTAIN	HM	HOLLOW METAL	PREFAB	PREFABRICATED	W/	WITH
DIA	DIAMETER	HORZ	HORIZONTAL	PSF	POUNDS PER SQUARE FOOT	W/O	WITHOUT
DIM	DIMENSION	HR	HOUR	PSI	POUNDS PER SQUARE INCH	W	WEST
DIV	DIVISION	HT	HEIGHT	PT	PRESSURE TREATED	WC	WATER CLOSET
DN	DOWN	HVAC	HEATING, VENTING & AIR CONDITIONING	PWD	PLYWOOD	WD	WOOD
DS	DOWNSPOUT	HW	HOT WATER	RAD	RADIUS	WIN	WINDOW
DWG	DRAWING	IN	INCH	RD	ROAD	WP	WATERPROOFING
E	EAST	INS	INSULATION				
EJ	EXPANSION JOINT						

SHEET INDEX

CODE ANALYSIS	CALL	CODE ANALYSIS
ARCHITECTURE	A11	FLOOR PLANS AND SCHEDULES
	A12	REFLECTED CEILING PLANS
MECHANICAL	M10	MECHANICAL TITLE SHEET
	M11	MECHANICAL PARTIAL SECOND FLOOR PLAN
	M12	MECHANICAL PARTIAL THIRD FLOOR PLAN
ELECTRICAL	E10	ELECTRICAL TITLE SHEET
	E11	ELECTRICAL SECOND FLOOR POWER AND LIGHTING PLAN
	E12	ELECTRICAL THIRD FLOOR POWER AND LIGHTING PLAN



21 West Franklin Street
Hagerstown, MD 21740
Phone: 301.791.7935

Masonic Temple - Second and Third Floor Egress

54 SOUTH POTOMAC STREET
Hagerstown, MD 21740

PROJECT OWNER:

BOWMAN 2000 LLC
10228 GOVERNOR LANE BLVD, SUITE 3002
WILLIAMSPORT, MD 21795

PROJECT ARCHITECT:

MSB ARCHITECTS
21 WEST FRANKLIN STREET
HAGERSTOWN, MD 21740

PROJECT MEP ENGINEER:

COOK DESIGN GROUP, INC.
3109 MURKLE ROAD
WESTMINSTER, MD 21158

P. 410.596.6800

March 06, 2026

PHASE:

100% CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

#	ISSUE DATE	DRAWN BY	DESCRIPTION
---	------------	----------	-------------

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE STATE OF MARYLAND.



DATE ISSUED:
March 06, 2026

LICENSE NUMBER: 14742

EXPIRATION DATE: 8/24/2028

CODE ANALYSIS

PROJECT INFORMATION:

PROJECT NAME: Masonic Temple - Second and Third Floor Egress
 STREET ADDRESS: 54 SOUTH POTOMAC STREET
 COUNTY: HAGERSTOWN
 CITY, STATE: MARYLAND

PROJECT NARRATIVE:

PROVIDE EGRESS HALLWAYS FOR FUTURE TENANT FIT OUTS.

TYPE OF WORK:

NEW CONSTRUCTION ADDITION TO EXISTING STRUCTURE ALTERATION TO EXISTING STRUCTURE

APPLICABLE CODES:

BUILDING CODES:	IBC	2021	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN
IECC	2021	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN	
IMC	2021	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN	
IPC	2021	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN	
NEC	2020	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN	
NFPA 70	2020	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN	

FIRE CODES:	NFPA 1	2024	W	AMENDMENTS FROM THE CITY OF HAGERSTOWN
NFPA 101	2024 <td>W <th>AMENDMENTS FROM THE CITY OF HAGERSTOWN</th> </td>	W <th>AMENDMENTS FROM THE CITY OF HAGERSTOWN</th>	AMENDMENTS FROM THE CITY OF HAGERSTOWN	

ACCESSIBILITY: AMERICANS WITH DISABILITY ACT ACCESSIBILITY GUIDELINES (ADAAG 2010)

PLANNED USE GROUP:

PER IBC 302.1:	A-1	B	H-1	I-1	R-1	S-1	PER NFPA 61:	S	E	M
A-1	B	H-1	I-1	R-1	S-1		A	E	H	M
A-2	E	H-2	I-2	R-2	S-2		B	H	C	R
A-3	H	H-3	I-3	R-3	S-3		U			
A-4	F-1	H-4	I-4	R-4			U			
A-5	F-2	H-5	M				U			

TYPE OF CONSTRUCTION:

PER IBC 602:	1A	2-A	3-A	4	5-A	PER NFPA 220:	1	2	3	4	5
1A	2-A	3-A	4	5-A		1	2	3	4	5	
1B	2-B	3-B		5-B		1(332)	2(111)	3(200)		5(100)	

BUILDING HEIGHTS:

ALLOWABLE	PER IBC TABLE 504.3 & 504.4	PER NFPA **
EXISTING	75'-0" / 4	XXXX
PROPOSED	54'-3" / 3	XXXX

BUILDING AREA (PER IBC TABLE 506.2):

ALLOWABLE	57,000 Sq. Ft.	UNOCCUPIED AREAS:
PROPOSED:		BASEMENT: 1,749 Sq. Ft.
		FIRST FLOOR: 4,403 Sq. Ft.
		SECOND FLOOR: 4,770 Sq. Ft.
		THIRD FLOOR: 4,770 Sq. Ft.

FIRE PROTECTION SYSTEM:

SYSTEM	IBC	FIRE CODE
AUTOMATIC SPRINKLERS	903.2	9.6.14
FIRE ALARM SYSTEM	907.2.2	9.6.2.9
SMOKE DETECTION SYSTEM	Y	9.6.2.9

TRAVEL DISTANCES:

MAXIMUM LENGTH OF TRAVEL	PER IBC (TABLE 1017.2):	300'
PER NFPA CODE (TABLE A.7.6):	300'	
MAX LENGTH OF COMMON PATH OF TRAVEL FOR ROOM W/ ONE EGRESS	PER IBC (TABLE 1006.2.1):	100'
PER NFPA CODE (TABLE A.7.6):	100'	
MAXIMUM DEAD END DISTANCE	PER IBC (1020.5):	50'
PER NFPA CODE (TABLE A.7.6):	50'	

HARDWARE:

PER IBC 1010.2.2

EMERGENCY LIGHTING:

PER IBC 1008 & NFPA 79.1.1 AT ALL MEANS OF EGRESS

FIRE RATING REQUIREMENTS:

	RATING REQUIRED	IBC CODE	NFPA CODE
PRIMARY STRUCTURAL FRAME	0	TABLE 601	TABLE A8.2.1.2
EXTERIOR BEARING WALLS	2	TABLE 601	TABLE A8.2.1.2
EXTERIOR NON-BEARING WALLS	1	TABLE 705.5	TABLE A8.2.1.2
FIRE WALLS	3	706.4	TABLE A8.2.1.2
INTERIOR BEARING WALLS	0	TABLE 601	TABLE A8.2.1.2
INTERIOR NON-BEARING WALLS	0	TABLE 601	TABLE A8.2.1.2
FLOOR / CEILING ASSEMBLIES	0	TABLE 601	TABLE A8.2.1.2
ROOF / CEILING ASSEMBLIES	0	TABLE 601	TABLE A8.2.1.2
EGRESS CORRIDORS	0	TABLE 1020.2	7.13.1
SHAFTS (STAIRS)	1	1023.2	7.13.2.1
SHAFTS (NON-STAIRS)	2	713.4	8.6.5
SMOKE BARRIER	1	709.3	8.5
SMOKE PARTITIONS	1	703.3	8.4
MIXED USE SEPARATION	1	508, TABLE 508.4	6.114.4

NUMBER OF REMOTE EXITS REQUIRED:

BY ROOM	IBC CODE	NFPA CODE
ROOMS LESS THAN 50 OCCUPANTS	1 EXIT (TABLE 1006.2.1)	-
ROOMS WITH 50 - 500 OCCUPANTS	2 EXITS (1006.2.1)	-
ROOMS WITH 501 - 1,000 OCCUPANTS	3 EXITS (1006.2.1)	-
BY STORY		
1 - 500 OCCUPANTS	2 EXITS (TABLE 1006.3.3)	2 EXITS (7.4.1)
501 - 1,000 OCCUPANTS	3 EXITS (TABLE 1006.3.3)	3 EXITS (7.4.1.2)
MORE THAN 1,000 OCCUPANTS	4 EXITS (TABLE 1006.3.3)	4 EXITS (7.4.1.2)

REMOTENESS OF EXITS:

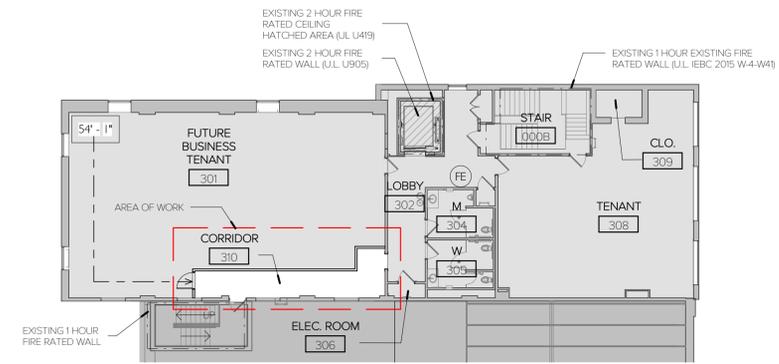
	PORTION OF MAXIMUM DIAGONAL	IBC	NFPA CODE
NON-SPRINKLERED	1/2	1007.1.1	7.5.13.2
SPRINKLERED	1/3	1007.1.1	7.5.13.3

GENERAL CODE ANALYSIS NOTES

- THIS CODE ANALYSIS DEPICTS THE FIRE BARRIER REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE FIRE RATINGS INDICATED INCLUDING ALL PENETRATIONS AND OPENINGS.
- ALL DOORS, WINDOWS AND PENETRATION OF ANY TYPE WITHIN FIRE BARRIERS ARE REQUIRED TO MEET THE MINIMUM REQUIREMENTS OF THE WALL DESIGN. THIS PLAN SUPERSEDES THE RATING SHOWN ON ANY SCHEDULES.
- THE WRITTEN FIRE RATINGS ON PLANS SHALL NOT BE SUPERSEDED BY THE UL DESIGNATION NUMBER. THE WRITTEN FIRE RATINGS ON PLANS SHALL NOT BE SUPERSEDED BY THE UL DESIGNATION NUMBER.
- ANY PROPOSED UL SUBSTITUTIONS BY THE CONTRACTOR ARE SUBJECT TO REVIEW BY THE LOCAL CODE OFFICIALS (INCLUDING THE FIRE MARSHAL) AND ARCHITECT. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING WRITTEN APPROVAL FROM THE LOCAL CODE OFFICIALS PRIOR TO SUBMITTING PROPOSED SUBSTITUTIONS TO THE ARCHITECT FOR FINAL APPROVAL. THE CONTRACTOR SHALL INCLUDE A COPY OF THE WRITTEN APPROVAL WITH THE SUBMITTAL TO THE ARCHITECT.
- CONTRACTOR SHALL VERIFY ACCEPTABILITY OF FIRE EXTINGUISHER LOCATIONS IN THE FIELD WITH THE FIRE MARSHAL PRIOR TO INSTALLATION. PROVIDE UNIT PRICING FOR ADDITIONAL FIRE EXTINGUISHERS DURING BIDDING.
- ALL FIRE EXTINGUISHER CABINETS SHALL BE SEMI-RECESSED, TYP.

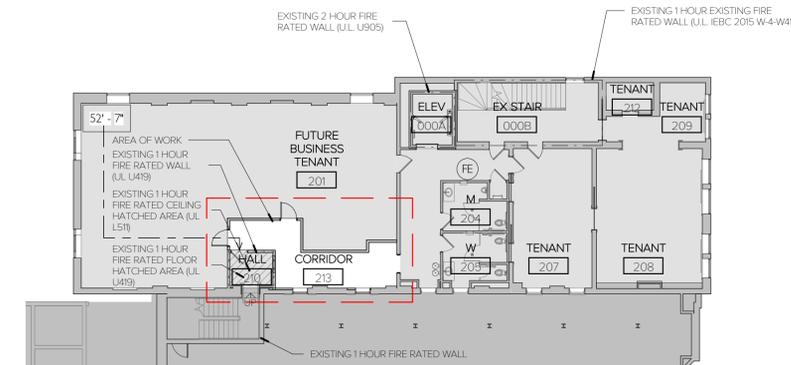
OCCUPANCY TABULATION

ROOM #	NAME	ROOM OCCUPANCY	AREA (S.F.)	SF PER PERSON	PERSONS
201	FUTURE BUSINESS TENANT	BUSINESS AREAS	1741.48 SF	150	11.61
203	LOBBY	CIRCULATION	268.06 SF	0	0.00
204	M	BATHROOMS	96.55 SF	0	0.00
205	W	BATHROOMS	11.28 SF	0	0.00
207	TENANT	BUSINESS AREAS	387.50 SF	150	2.58
208	TENANT	BUSINESS AREAS	520.73 SF	150	3.47
209	TENANT	BUSINESS AREAS	145.65 SF	150	0.97
210	HALL	CIRCULATION	51.49 SF	0	0.00
211	MECH ACCESS	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	10.05 SF	300	0.03
212	TENANT	BUSINESS AREAS	47.48 SF	150	0.32
213	CORRIDOR	CIRCULATION	162.60 SF	0	0.00
301	FUTURE BUSINESS TENANT	BUSINESS AREAS	1854.37 SF	150	12.36
302	LOBBY	CIRCULATION	324.51 SF	0	0.00
304	M	BATHROOMS	99.57 SF	0	0.00
305	W	BATHROOMS	109.46 SF	0	0.00
306	ELEC. ROOM	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	18.46 SF	300	0.06
308	TENANT	BUSINESS AREAS	1146.78 SF	150	7.64
309	CLO.	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	44.81 SF	300	0.15
310	CORRIDOR	CIRCULATION	200.86 SF	0	0.00
			7341.08 SF		39.20



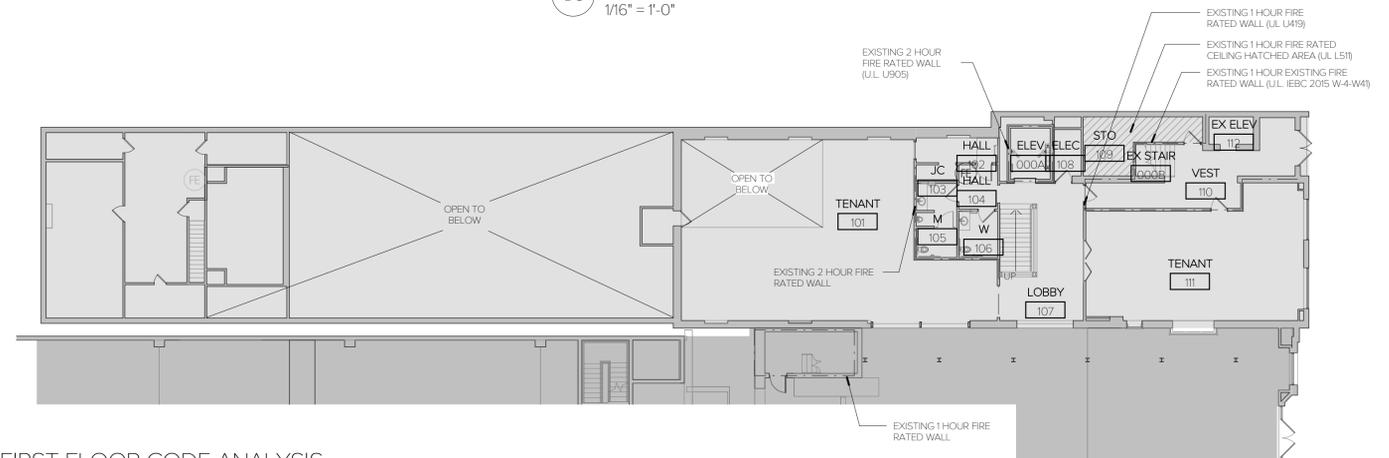
B8 THIRD FLOOR CODE ANALYSIS

1/16" = 1'-0"



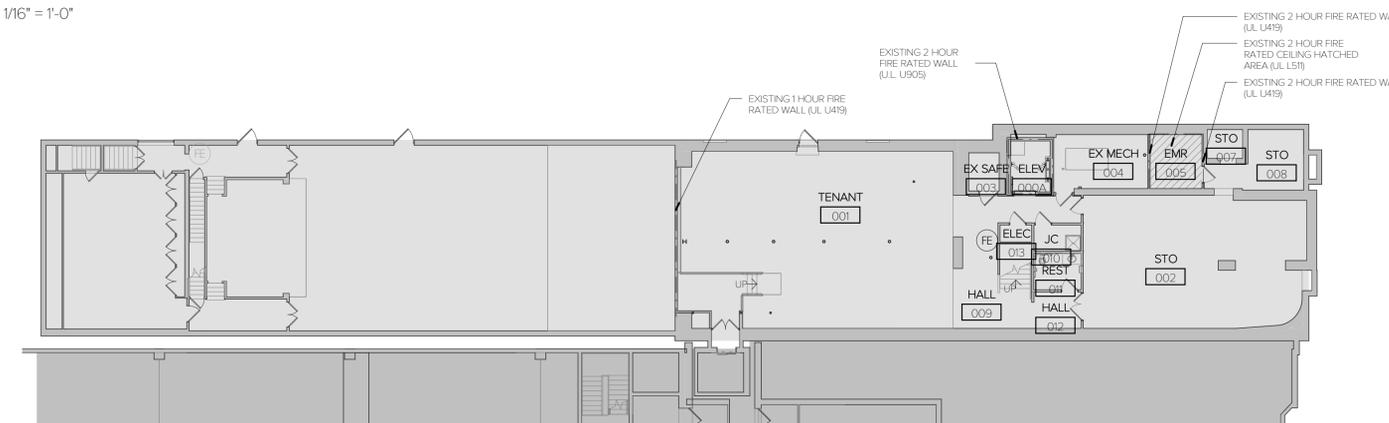
D8 SECOND FLOOR CODE ANALYSIS

1/16" = 1'-0"



F5 FIRST FLOOR CODE ANALYSIS

1/16" = 1'-0"



H5 BASEMENT CODE ANALYSIS

1/16" = 1'-0"

H3 SUB-BASEMENT CODE ANALYSIS

1/16" = 1'-0"



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WESTMINSTER, MD 21158

P: 410.596.6800

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE STATE OF MARYLAND.



LICENSE NUMBER: 14742 EXPIRATION DATE: 8/24/2026

PHASE: DATE ISSUED: March 06, 2026

100% CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

REV. NO.	ISSUE DATE	ORIGIN BY	DESCRIPTION

CHECKED BY: MSB DRAWN BY: JCH
 DATE: March 06, 2026 SCALE: As Noted

DRAWING NAME:
CODE ANALYSIS

SHEET:

CA1.1

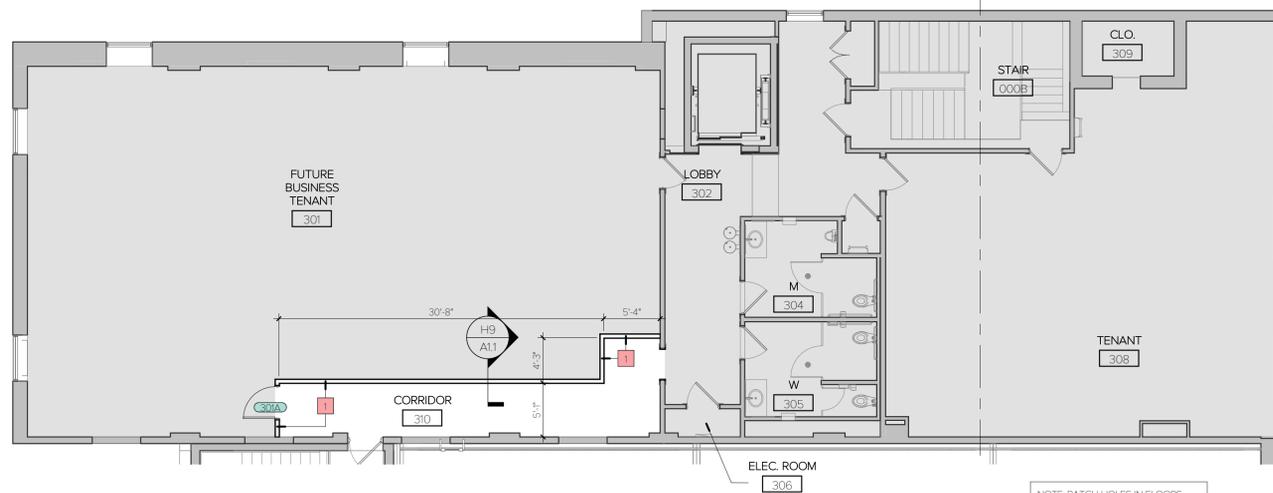
JOB #: 2602 © 2026 MSB ARCHITECTS

GENERAL ARCHITECTURAL NOTES

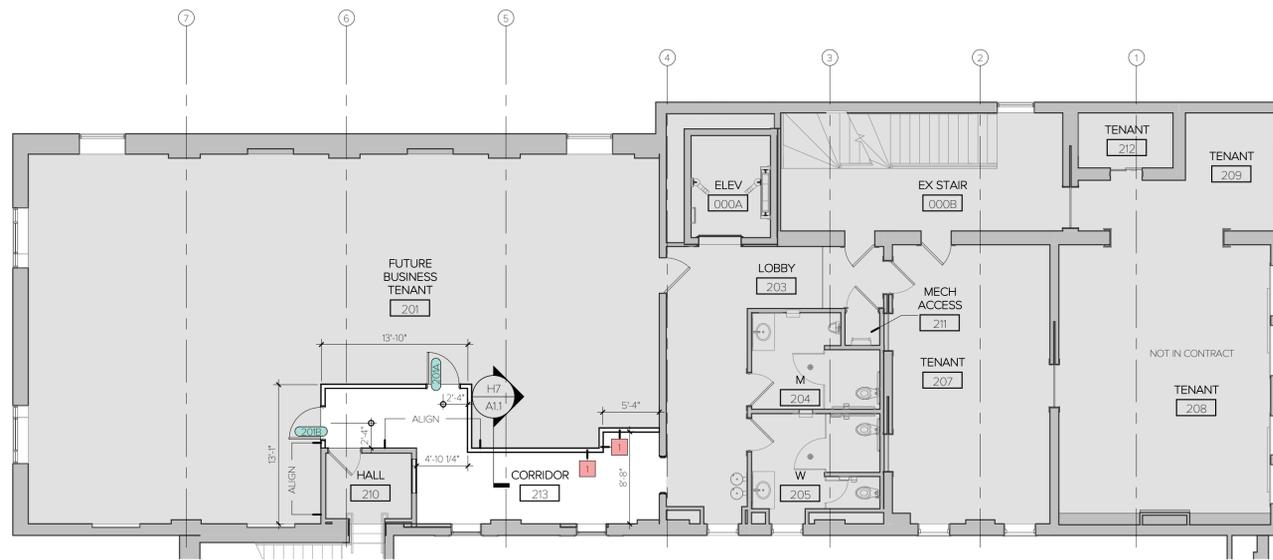
- CONSULTANTS SHEETS ARE SUPPLEMENTAL TO THE ARCHITECTURAL SHEETS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CROSS CHECK WITH THE ARCHITECTURAL SHEETS PRIOR TO THE ORDERING/INSTALLATION OF ANY OF THE MECHANICAL, PLUMBING, ELECTRICAL, STRUCTURAL AND SITE WORK. ANY DISCREPANCIES BETWEEN THE ARCHITECTURAL AND THE CONSULTING ENGINEERS SHEET SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION FOR IMMEDIATE CLARIFICATION.
- WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALE ON THE CONSTRUCTION DOCUMENTS. DO NOT SCALE.
- ALL DIMENSIONS TO WOOD/METAL STUDS ARE TO FACE OF STUD, UNLESS NOTED OTHERWISE.
- THE GENERAL CONTRACTOR SHALL PERSONALLY SUPERVISE AND DIRECT ALL WORK. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION AND/OR INSTALLATION METHODS, MEANS, TECHNIQUES, SEQUENCES, PROCEDURES AND COORDINATION OF ALL PORTIONS OF THE REQUIRED WORK.
- FOR CUTTING AND PATCHING WHERE EXISTING CONDITION ARE TO BE CUT OR DISTURBED TO PERMIT INSTALLATION OF NEW WORK, PATCH ANY DISTURBED CONSTRUCTION TO MATCH THE ORIGINAL CONSTRUCTION AND FINISH.
- LEVEL ALL FLOORS AS REQUIRED TO CONCEAL ANY DROPS OR RISES IN FLOORS THAT WOULD OTHERWISE BE SEEN WITH THE SCHEDULE FLOOR FINISHES.
- PROVIDE SOLID WOOD BLOCKING WHEREVER COUNTER TOPS, CABINETS, GRAB BARS, TOILET PARTITIONS, AND TOILET FIXTURES ARE MOUNTED TO STUD AND GYPSUM BOARD PARTITIONS.
- RABBET EDGE OF HINGE SIDE OF DOOR FRAME IS TYPICALLY 4" FROM NEAREST PERPENDICULAR WALL, UNLESS NOTED OTHERWISE.
- SEE STRUCTURAL DRAWINGS FOR SLAB EDGE DIMENSIONS.
- ANY CONFLICT OR DISCREPANCY BETWEEN INFORMATION ON DRAWINGS AND ACTUAL FIELD CONDITIONS SHOULD BE BROUGHT TO ARCHITECTS ATTENTION FOR RESOLUTION PRIOR TO COMMENCING WITH WORK.
- ALL INTERIOR SEALANT WILL BE SILICONE BASED UNLESS BUILDING IS NOT CONDITIONED AT TIME OF INSTALLATION. IF SEALANT IS INSTALLED PRIOR TO FULLY OPERATIONAL HEATING AND COOLING SYSTEMS, POLYURETHANE SEALANT MUST BE USED. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE TIMING OF SEALANT INSTALLATION. OWNER IS NOT RESPONSIBLE FOR ANY COST DIFFERENCE BETWEEN SEALANT TYPES.
- PATCH AND REPAIR FINISHES IN ANY AREA WHERE ELECTRICAL OR MECHANICAL DEMOLITION HAS OCCURRED.

DOOR SCHEDULE - SECOND & THIRD FLOOR

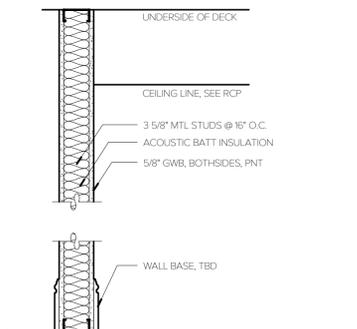
MARK	FROM	TO	WIDTH	HEIGHT	DOOR				FRAME				LABEL	NOTES	
					THICKNESS	MATERIAL	FINISH	WD	STN-1	WD	STN-1	MATERIAL			FINISH
201A			3'-0"	7'-0"	1 3/4"	WD	STN-1	WD	STN-1						
201B			3'-0"	7'-0"	1 3/4"	WD	STN-1	WD	STN-1						
201C			4'-9 3/4"	7'-0"											
301A	FUTURE BUSINESS TENANT	FUTURE BUSINESS TENANT	3'-0"	7'-0"	1 3/4"	HM	PNT	HM	PNT						
T301B	FUTURE BUSINESS TENANT	LOBBY	3'-4"	8'-0"											
T301C	FUTURE BUSINESS TENANT	LOBBY	2'-10"	7'-6"											



C7 THIRD FLOOR PLAN
1/8" = 1'-0"



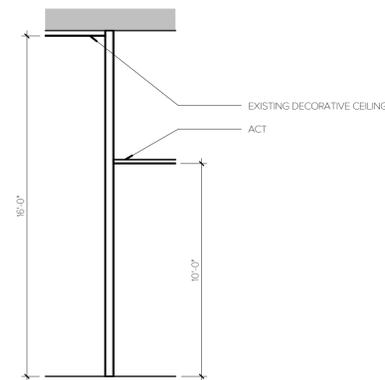
F7 SECOND FLOOR PLAN
1/8" = 1'-0"



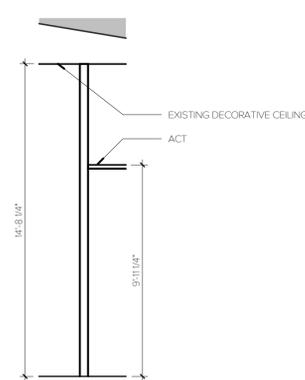
F1 WALL TYPES
1" = 1'-0"

ROOM FINISH SCHEDULE - FUTURE PHASE

ROOM #	ROOM NAME	FLOOR		BASE		CEILING		NORTH WALL		EAST WALL		SOUTH WALL		WEST WALL		GENERAL NOTES	
		MATERIALS	FINISH	MATERIALS	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH		
201	FUTURE BUSINESS TENANT	WD	STN/SEAL	--	--	--	--	SCRAPE/PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	PATCH/SAND/PNT ALL WALLS, INSTALL TRIM
213	CORRIDOR	WD	--	--	--	ACT	--	--	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	--
301	FUTURE BUSINESS TENANT	WD	STN/SEAL	--	--	--	--	SCRAPE/PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	PATCH/SAND/PNT ALL WALLS, INSTALL TRIM
310	CORRIDOR	WD	--	--	--	ACT	--	--	GWB-1/WS	PNT	GWB-1	PNT	GWB-1	PNT	GWB-1	PNT	--



H7 SECOND FLOOR TENANT SECTION
1/4" = 1'-0"



H9 THIRD FLOOR TENANT SECTION
1/4" = 1'-0"



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Masonic Temple - Second and Third Floor Egress

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MEP Engineer

COOK DESIGN GROUP, INC.
3109 MURKLE ROAD
WESTMINSTER, MD 21158

P: 410.596.6800

I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DELICATELY LICENSED ARCHITECT UNDER THE STATE OF MARYLAND.



LICENSE NUMBER: 14742 EXPIRATION DATE: 8/24/2026

PHASE: DATE ISSUED: March 06, 2026

100% CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

REV. NO.	ISSUE DATE	ORIGIN BY	DESCRIPTION

CHECKED BY: MSB DRAWN BY: JCH
DATE: March 06, 2026 SCALE: As Noted

DRAWING NAME:
FLOOR PLANS AND SCHEDULES

SHEET:

A1.1

JOB #: 2602 © 2026 MSB ARCHITECTS



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Hagerstown, MD 21740
Phone: 301.791.7935

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March 06, 2026 March 06, 2026

100% CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

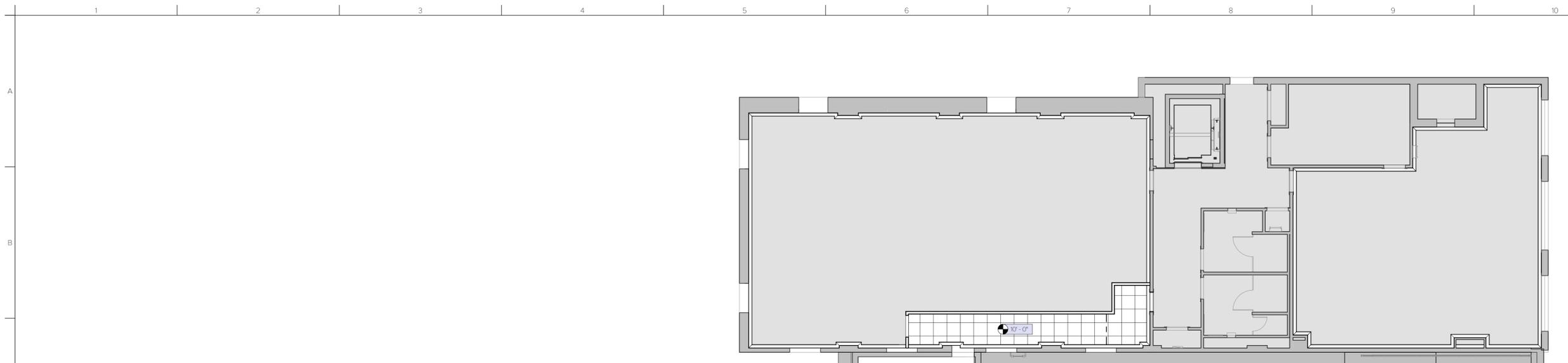
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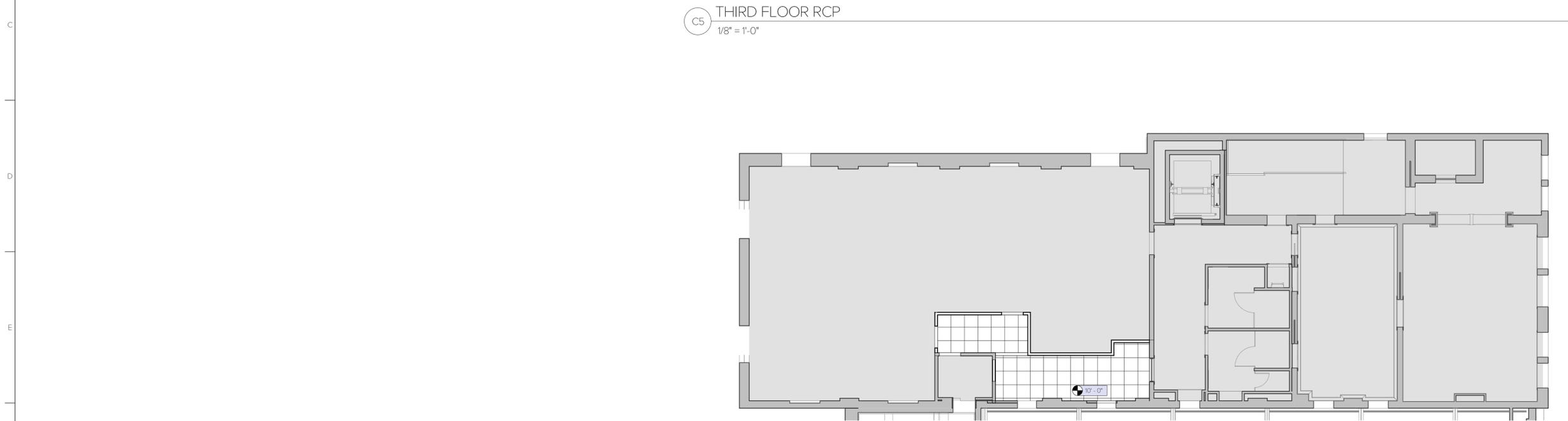
DRAWING NAME:
REFLECTED CEILING PLANS

SHEET:

A1.2



C5 THIRD FLOOR RCP
1/8" = 1'-0"



F5 SECOND FLOOR RCP
1/8" = 1'-0"

N:\2026\2602 Masonic Temple Second and Third Floor Egress\2602 CAD\2602 CD\2602 CD.rvt
3/6/2026 3:50:47 PM



PROFESSIONAL CERTIFICATION:
I CERTIFY THESE DOCUMENTS WERE
PREPARED OR APPROVED BY ME, & THAT I AM A
DULY LICENSED ENGINEER UNDER THE LAWS
OF THE STATE OF MARYLAND, LICENSE #11425,
EXPIRATION DATE 4-22-27.

PHASE: CONSTRUCTION DOCUMENTS
DATE ISSUED: 03-07-2026

CONSTRUCTION DOCUMENTS

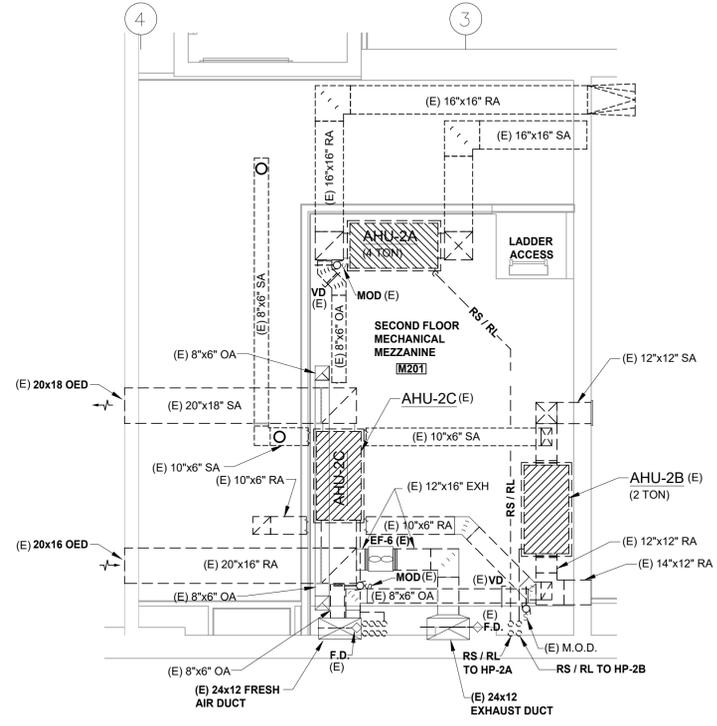
SUBMITTALS / REVISIONS			
REV. NO.	ISSUE DATE	DRAWN BY	DESCRIPTION

CHECKED BY: JWC
DATE: 03-07-2026
DRAWN BY: BPM
SCALE: AS NOTED

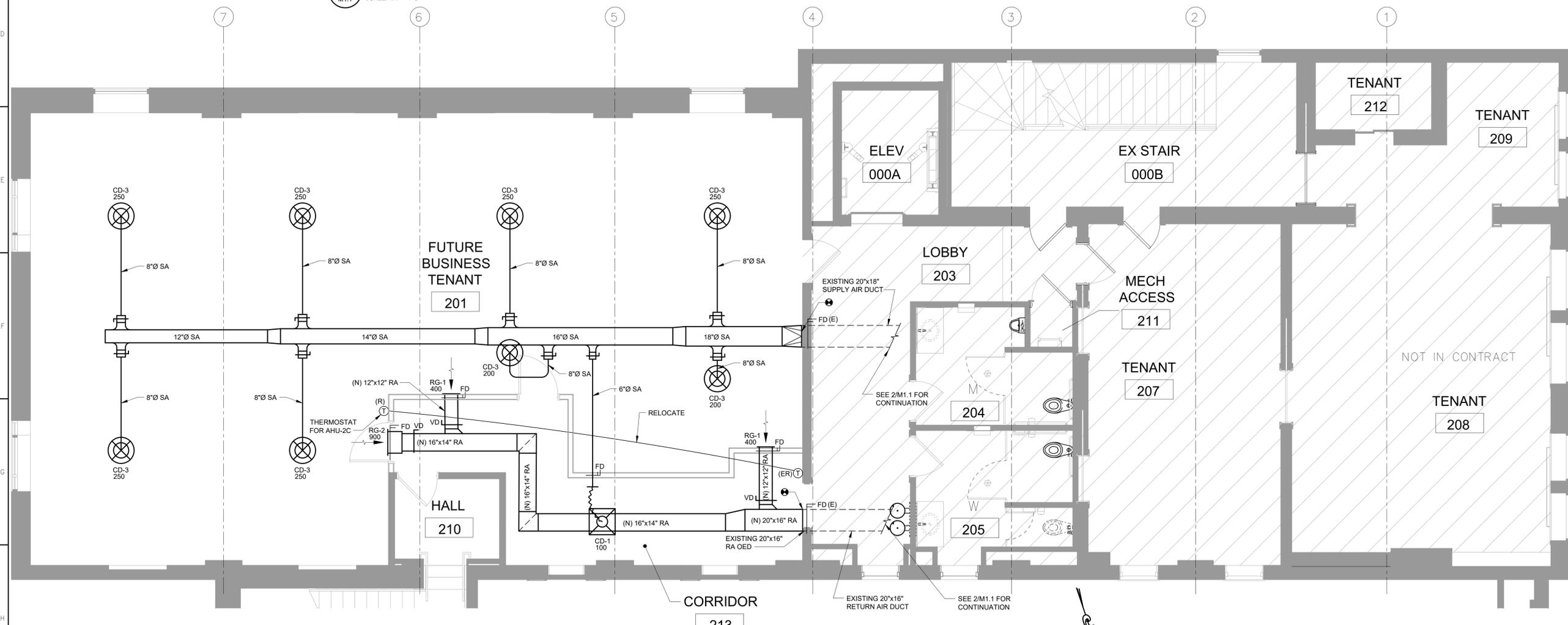
DRAWING NAME:
MECHANICAL PARTIAL
SECOND FLOOR PLAN

SHEET:

M1.1



2 PART SECOND FLOOR MECHANICAL PLATFORM PLAN - HVAC
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR PART PLAN - MECHANICAL
SCALE: 1/4" = 1'-0"



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OF THE STATE OF MARYLAND, LICENSE #11425,
EXPIRATION DATE 4-22-27.

PHASE: CONSTRUCTION DOCUMENTS
DATE ISSUED: 03-07-2026

CONSTRUCTION DOCUMENTS

SUBMITTALS / REVISIONS

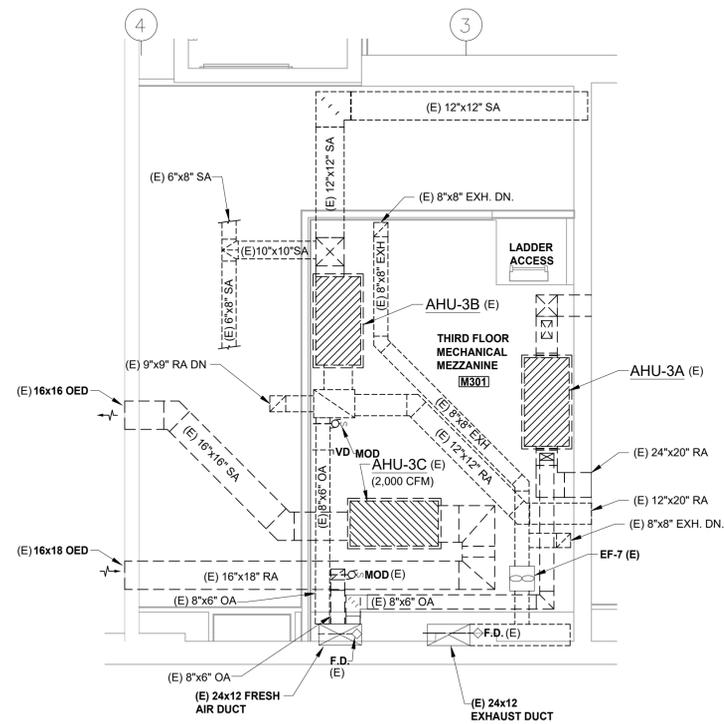
REV. NO.	ISSUE DATE	DRAWN BY	DESCRIPTION

CHECKED BY: JWC DRAWN BY: BPM
DATE: 03-07-2026 SCALE: AS NOTED

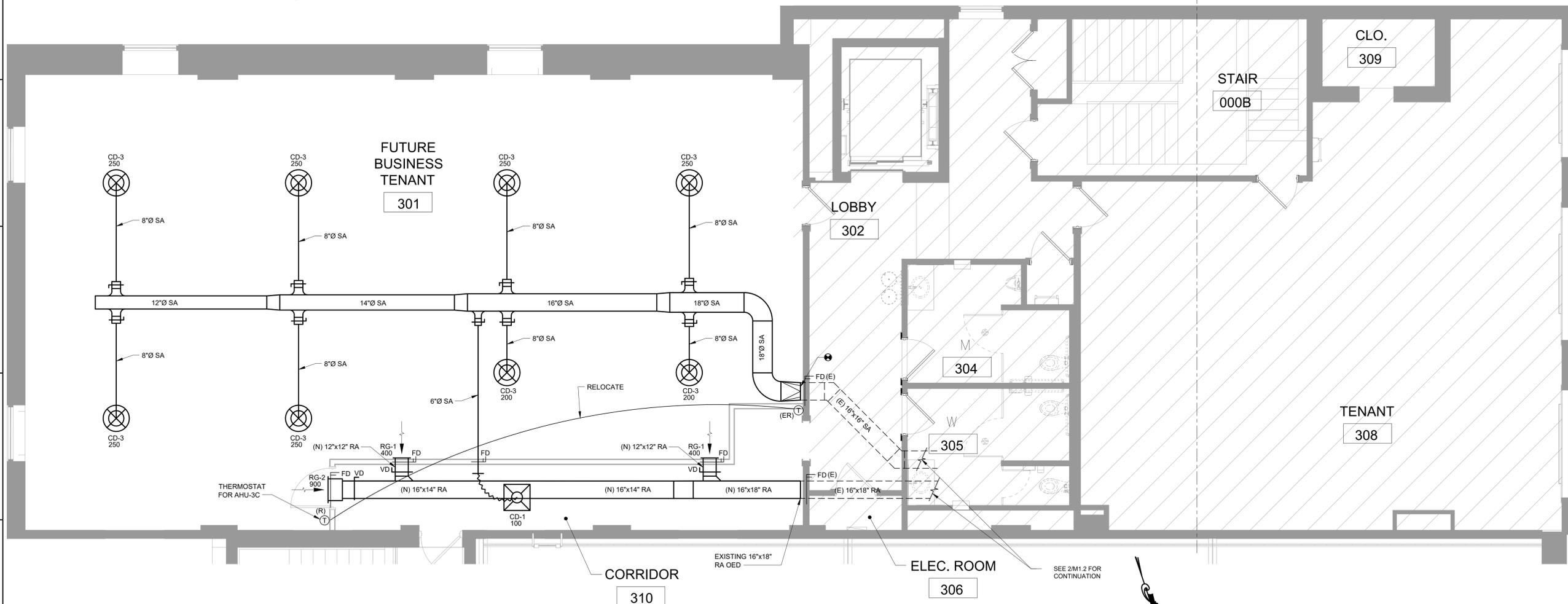
DRAWING NAME:
MECHANICAL PARTIAL
THIRD FLOOR PLAN

SHEET:

M1.2



2 PART THIRD FLOOR MECHANICAL PLATFORM PLAN - HVAC
SCALE: 1/4" = 1'-0"

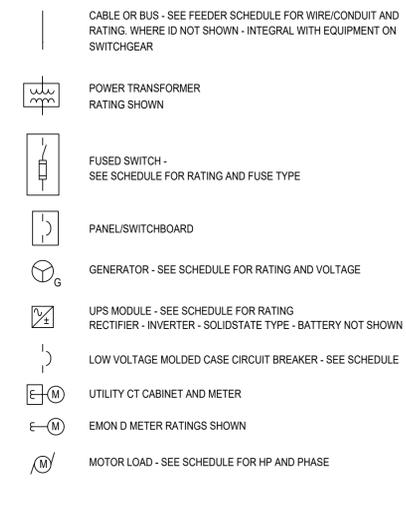


1 THIRD FLOOR PART PLAN - MECHANICAL
SCALE: 1/4" = 1'-0"

GENERAL NOTES (APPLY TO ALL SHEETS)

- FURNISH AND INSTALL A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON DRAWINGS. FURNISH AND INSTALL ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT, MACHINERY, AND ANY AND ALL OTHER ITEMS NECESSARY TO COMPLETE SYSTEM. FURNISH AND INSTALL NUMBER OF ITEMS OF EQUIPMENT AS INDICATED ON DRAWINGS AND AS REQUIRED FOR A COMPLETE SYSTEM.
- DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF FIXTURES, EQUIPMENT AND WORK INCLUDED IN CONTRACT. CONSULT DRAWINGS OF ALL TRADES AND DETAILS FOR EXACT LOCATION OF FIXTURES AND EQUIPMENT. DO NOT SCALE DRAWINGS.
- FOLLOW DRAWINGS IN LAYING OUT WORK AND CHECK DRAWINGS OF ALL TRADES FOR RELATED AND ADJOINING WORK AND TO VERIFY SPACES IN WHICH WORK WILL BE INSTALLED.
- OBTAIN ALL PERMITS AND PAY ALL TAXES, FEES, AND OTHER COSTS IN CONNECTION WITH WORK.
- INCLUDE IN WORK, WITHOUT EXTRA COST TO OWNER, ANY LABOR, MATERIALS, SERVICES, APPARATUS, DRAWINGS REQUIRED IN ORDER TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS, WHETHER OR NOT SHOWN ON DRAWINGS AND/OR SPECIFIED.
- ALL MATERIALS, FIXTURES, AND EQUIPMENT INSTALLED ON PROJECT SHALL BE U.L. LISTED AND BEAR A U.L. LABEL. ALL WORK SHALL CONFORM TO NATIONAL ELECTRICAL CODE (N.E.C.), ALL STATE AND LOCAL CODES, AND ELECTRICAL REQUIREMENTS AS ESTABLISHED BY STATE AND LOCAL FIRE MARSHAL. SHOULD ANY CHANGES BE NECESSARY IN DRAWINGS TO MAKE WORK COMPLY WITH THESE REQUIREMENTS, NOTIFY ARCHITECT.
- ON COMPLETION OF ENTIRE INSTALLATION, SECURE APPROVAL OF ARCHITECT AND OWNER, SUCH APPROVAL COVERING INSTALLATION THROUGHOUT. OBTAIN AND PAY FOR CERTIFICATE OF APPROVAL FROM PUBLIC AUTHORITIES HAVING JURISDICTION. SUBMIT A FINAL INSPECTION CERTIFICATE TO ARCHITECT PRIOR TO FINAL PAYMENT. PAY ANY AND ALL COSTS INCURRED FOR FEES.
- GUARANTEE, BY ACCEPTANCE OF THE CONTRACT, THAT ALL WORK INSTALLED WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. IF DURING PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF PROJECT, ANY SUCH DEFECTS IN WORKMANSHIP, MATERIALS OR PERFORMANCE APPEAR, REMEDY SUCH DEFECTS, WITHOUT COST TO OWNER, WITHIN A REASONABLE TIME TO BE SPECIFIED IN WRITING FROM ARCHITECT. IN DEFAULT, OWNER MAY HAVE SUCH WORK DONE AND CHARGE COST TO CONTRACTOR.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL BRANCH CIRCUITS SHALL BE CONCEALED, WHERE ALLOWED BY THE N.E.C., BRANCH CIRCUITS MAY BE TYPE AC CABLE (WITH INSULATED GROUND) OR TYPE MC CABLE, WHERE NOT ALLOWED, 1/2" EMT MINIMUM.
- ALL CONDUCTORS SHALL BE COPPER WIRE WITH A 600 VOLT INSULATION, TYPE THHN/THWN, OR XHHW. MINIMUM WIRE SIZE: GENERAL #12, OVER 100 FEET #10, OVER 200 FEET #8.
- MARK ALL OUTLETS AND SWITCH BOXES WITH SOURCE PANEL/CKT.
- OUTLET BOXES - BEFORE LOCATING OUTLET BOXES, CHECK ALL OF ARCHITECTURAL DRAWINGS FOR TYPE OF CONSTRUCTION AND TO MAKE SURE THAT THERE IS NO CONFLICT WITH OTHER EQUIPMENT. OUTLET BOXES SHALL NOT INTERFERE WITH OTHER WORK OR EQUIPMENT. ALSO NOTE ANY DETAIL OF OUTLETS SHOWN ON DRAWINGS.
- OUTLET BOXES SHALL BE MADE OF GALVANIZED SHEET STEEL AND SHALL BE OF PROPER CODE SIZE FOR REQUIRED NUMBER OF CONDUCTORS.
- OUTLET BOXES SHALL BE MADE COMPLETE WITH RAISED DEVICE COVERS AS REQUIRED TO ACCEPT DEVICE INSTALLED. ALL OUTLET BOXES SHALL BE SECURELY FASTENED IN POSITION WITH EXPOSED EDGE OF RAISED DEVICE COVER SET FLUSH WITH FINISHED SURFACE.
- EXCEPT WHERE NOTED AS EXISTING OR RELOCATED, ALL EQUIPMENT AND MATERIAL SHALL BE NEW AND SHALL BEAR MANUFACTURER'S NAME AND TRADE NAME. EQUIPMENT AND MATERIAL SHALL BE ESSENTIALLY STANDARD PRODUCT OF A MANUFACTURER REGULARLY ENGAGED IN MANUFACTURE OF REQUIRED TYPE OF EQUIPMENT.
- FOR ALL CIRCUIT BREAKERS DESIGNATED FOR EMERGENCY SERVICE PROVIDE A POLE LOCK DEVICE IN ACCORDANCE WITH NEC ARTICLE 700.12(E) EXCEPTION.
- RECEIVE AND PROPERLY STORE EQUIPMENT AND MATERIAL PERTAINING TO ELECTRICAL WORK. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT, WATER, CHEMICAL OR MECHANICAL INJURY AND THEFT. MANUFACTURER'S DIRECTIONS SHALL BE FOLLOWED COMPLETELY IN THE DELIVERY, STORAGE, PROTECTION AND INSTALLATION OF ALL EQUIPMENT AND MATERIALS.
- PAY FOR ALL DAMAGE CAUSED BY CONTRACTOR WORK OR WORKMEN. REPAIRING OF SUCH DAMAGE SHALL BE DONE BY WORKMEN SKILLED IN TRADE REQUIRED FOR REPAIR AND SHALL BE PERFORMED ACCORDING TO DIRECTIONS OF ARCHITECT.
- CLEAN AWAY ALL DEBRIS AND SURPLUS MATERIALS RESULTING FROM PERFORMANCE OF WORK LEAVING JOB AND EQUIPMENT FURNISHED IN A CLEAN, FIRST-CLASS CONDITION. AFTER ALL DEBRIS IS REMOVED, BUILDING SHALL BE LEFT BROOM CLEAN.
- ALL MATERIALS EXCESS TO NEEDS OF PROJECT SHALL BE REMOVED FROM PREMISES AND DISPOSED OF.
- FOR EXISTING ELECTRICAL PANELS BEING MODIFIED AND FOR NEW PANELS, PROVIDE NEW TYPED INDEX CARDS TO INDICATE CIRCUIT CHANGES DUE TO WORK.
- ENTIRE SYSTEM SHALL BE GROUNDED WITH AN INSULATED, SOLID GREEN, COPPER CONDUCTOR SIZED IN ACCORDANCE WITH N.E.C., LOCAL AND STATE CODES, AND REQUIREMENTS OF EQUIPMENT MANUFACTURERS.
- REMOVE SUCH WORK AS CALLED FOR ON THE DRAWINGS OR AS REQUIRED TO CLEAR THE AREA FOR NEW CONSTRUCTION.
- FOR ANY EXISTING ITEMS BEING RETAINED OR TURNED OVER TO OWNER THAT BECOME DAMAGED DUE TO DEMOLITION, REPLACE WITH NEW MATERIAL, AT NO EXPENSE TO OWNER. NEW EQUIPMENT MUST BE SAME QUALITY AND TYPE AS DAMAGED.
- ALL AUDIBLE/VISUAL FIRE ALARM SIGNALING DEVICES SHALL COMPLY WITH APPLICABLE STANDARDS OF ADA / NFPA / ANSI AND COMPLY WITH OSHA 29 PART 1910.165. THE INSTALLATION SHALL ALSO COMPLY WITH NFPA 72, CHAPTER 18.
- COORDINATE WITH BUILDING OWNER, OR HIS AUTHORIZED REPRESENTATIVE, AND THE BUILDING ENGINEER BEFORE ANY CONNECTION OF NEW FIRE ALARM DEVICES TO THE EXISTING BASE BUILDING FIRE ALARM SYSTEM.
- FIRE ALARM SUBMITTALS - SUBMIT FOR FIRE MARSHALL APPROVAL
 - PRODUCT DATA; FOR EACH TYPE OF PRODUCT INDICATED.
 - DRAWINGS:
 - WIRING DIAGRAMS; DETAIL WIRING AND DIFFERENTIATE BETWEEN MANUFACTURER-INSTALLED AND FIELD-INSTALLED WIRING. INCLUDE DIAGRAMS FOR EQUIPMENT AND FOR SYSTEM WITH ALL TERMINALS AND INTERCONNECTIONS IDENTIFIED.
 - BATTERY; SIZING CALCULATIONS.
 - FLOOR PLANS; INDICATE FINAL OUTLET LOCATIONS AND ROUTINGS OF FACEWAY CONNECTIONS. FLOOR PLANS SHALL BE PREPARED BY CONTRACTOR AND STAMPED, IF REQUIRED, BY CONTRACTOR'S PROFESSIONAL ENGINEER OR CERTIFIED BY CONTRACTOR'S NICET LEVEL III TECHNICIAN. CONTRACT AND PERMIT DRAWINGS - ELECTRICAL PLANS ARE NOT ACCEPTABLE FOR THIS PURPOSE.
 - DEVICE ADDRESS LIST; COORDINATE WITH FINAL SYSTEM PROGRAMMING.
 - SYSTEM OPERATION DESCRIPTION; DETAILED DESCRIPTION FOR THIS PROJECT, INCLUDING METHOD OF OPERATION AND SUPERVISION OF EACH TYPE OF CIRCUIT AND SEQUENCE OF OPERATIONS FOR MANUALLY AND AUTOMATICALLY INITIATED SYSTEM INPUTS AND OUTPUTS.
 - PROVIDE ADD ALTERNATE FOR NEW FIRE ALARM DRIVER (IF REQUIRED) LOCATE IN MAIN ELECTRIC ROOM - FIRTS FLOOR WITH FIRE ALARM PANEL.
- PANELBOARDS - PANELBOARD CONSTRUCTION, DOOR-IN-DOOR, COPPER BUS, BOLT-ON CIRCUIT BREAKERS, WITH GROUND BUS, SQUARE D.
- COORDINATE ALL SERVICE INTERRUPTORS ON WORK ON EXISTING FACILITIES VIA MOP PROCEDURES SPELLED OVER ON GENERAL CONDITIONS.
- LABEL EACH FEEDER AND BRANCH CIRCUIT SOURCE, LOAD AND IN ALL JUNCTION BOXES & JUNCTION BOXES LABEL SOURCE CIRCUIT/PANEL AT ALL DEVICES AND SWITCHES.
- NO SET SCREW TYPE CONNECTORS ON CONDUIT, THREADED OR COMPRESSION CONDUIT FITTINGS ONLY.
- ALL TELE & DATA WIRING SHALL BE PLENUM RATED.

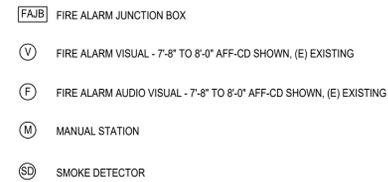
ONE LINE SYMBOLS AND NOTES



ONE LINE ABBREVIATIONS AND LEGEND

C	CABLE
B	BREAKER
TR	TRANSFORMER
M	MOTOR
G	GENERATOR
F	FUSE
VFD	VARIABLE SPEED DRIVE W/BYPASS CONTACTOR
CTL	CONTROL
EPO	EMERGENCY POWER OFF

FIRE ALARM SYMBOLS



NOTE: INSTALL AUDIO AND VISUAL FIRE ALARM ANNUCIATORS IN ACCORDANCE WITH NFPA 72-18.5.41 OR LOCAL PREVAILING CODES - 80" TO 96" ABOVE FINISHED FLOOR OR NO LOWER THAN 60" FOR 80" OR LOWER CEILINGS.

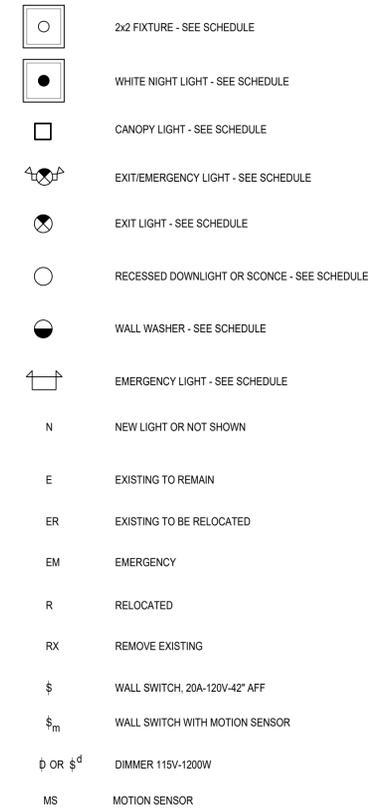
POWER / COMM. LEGEND



FIRE ALARM NOTES:

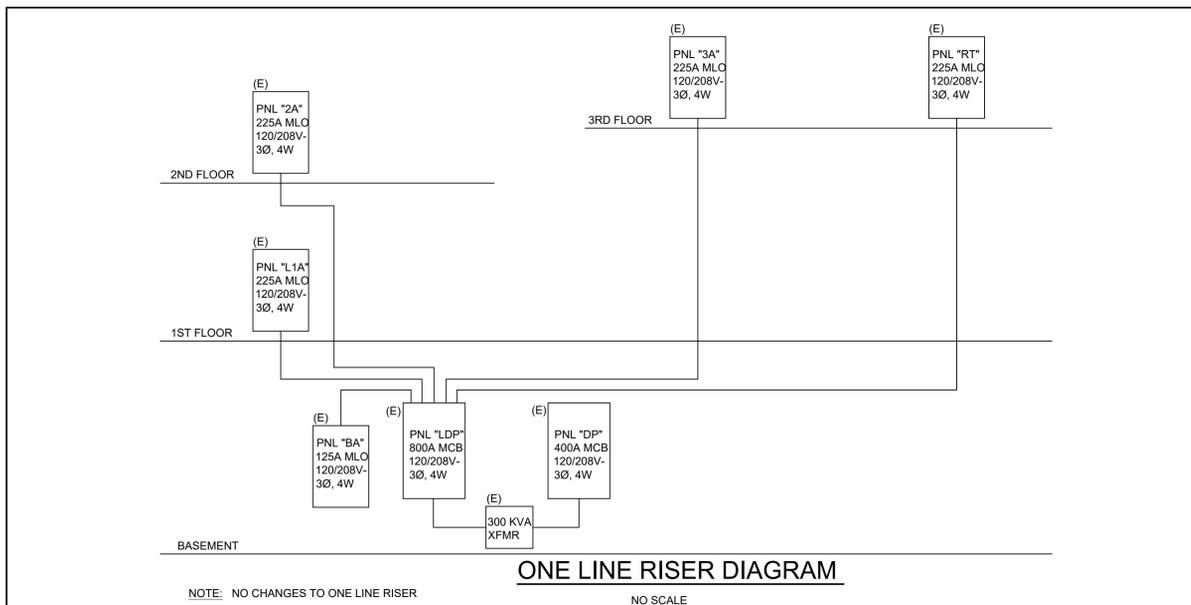
- PROVIDE EXTENSION OF EXISTING BASE BUILDING FIRE ALARM AS SHOWN.
- PROVIDE NEW DEVICES AS REQUIRED.
- PROVIDE BATTERY CALCULATIONS AS PART OF SHOP DRAWING SUBMITTALS.

LIGHTING LEGEND



LIGHT FIXTURE SCHEDULE

SYM	MANUFACTURER	CATALOG NO.	VOLTAGE	LAMPS		MOUNTING	REMARKS
				QTY	WATTS		
C	HALO	HC6-15-HM6-12-835-61-WD-C OR APPROVED EQUAL	120	1	LED 13.7	RECESSED CEILING	6" RECESSED DOWNLIGHT, 1700 LUMEN, SEMI SPECULAR REFLECTOR & TRIM, 6" HOUSING, UL WET LOCATION. NEW CONSTRUCTION HOUSING, 1.0 SPACING, 5" HEIGHT MUST BE SUITABLE FOR NON ACCESSIBLE CEILINGS. MATCH EXISTING FROM BASE BUILDING.
CE	HALO	SAME AS "C", BUT WITH EMERGENCY LIGHTING BATTERY UNIT. BUILT-IN TEST SWITCH.	120	1	LED 13.7	RECESSED CEILING	SAME AS "C", BUT WITH AN EMERGENCY LIGHTING BATTERY UNIT. BUILT-IN TEST SWITCH. MATCH EXISTING FROM BASE BUILDING.
G	LEDALITE	22-0-S-L-B-E-LW-XX-G-1-E-C-SC	120	1	LED 32.3/4FT	PENDANT MOUNT	LINEAR LED LIGHT WITH 75% DOWN, 25% UP, WHITE LENS. LENGTH AS NOTE, AIRCRAFT CABLE HANGERS, UP & DN LIGHTING CIRCUITS DIMMED. HANG LIGHTS EVEN W/ BOTTOM OF DUCT. MATCH EXISTING FROM BASE BUILDING.
LD	WATTSTOPPER	LMDM-101 OR EQUAL	120/277	-	-	WALL MOUNTED	WALL MOUNTED SWITCH WITH DIMMING CONTROL, MATCH EXISTING FROM BASE BUILDING
L2	WATTSTOPPER	LMSW-102 OR EQUAL	120/277	-	-	WALL MOUNTED	WALL MOUNTED SWITCH WITH ON OFF CONTROL, MATCH EXISTING FROM BASE BUILDING
m	WATTSTOPPER	DW-200 OR EQUAL	120/277	-	-	WALL MOUNTED	WALL MOUNTED SWITCH WITH OCCUPANCY SENSOR, MATCH EXISTING FROM BASE BUILDING
PP	WATTSTOPPER	LMRC-101 / 102	120 / 24	-	-	CEILING MOUNTED	1 / 2 RELAY ROOM CONTROLLER DIGITAL
PS	WATTSTOPPER	LMLS-600	24 VOLT	-	-	CEILING MOUNTED	DAYLIGHT HARVESTING DAYLIGHT RESPONSIVE CONTROL
OS	WATTSTOPPER	LMDC-100	120/277	-	-	CEILING MOUNTED	CEILING MOUNTED OCCUPANCY SENSOR, MATCH EXISTING FROM BASE BUILDING
↑	LITHONIA	ELM2	120/277	-	N/A	SURFACE WALL	SURFACE MTD EMERGENCY LIGHTING UNIT WITH INTEGRAL BATTERY PACK/WHITE FINISH; CONTRACTOR SHALL MATCH BUILDING STANDARD
⊗	LITHONIA	LHQMLD-R-HO OR EQUAL MATCH BUILDING STANDARD	120/277	-	N/A	SURFACE WALL	LED EXIT SIGN; RED LETTERING WITH WHITE THERMOPLASTIC HOUSING; INTEGRAL CALCIUM BATTERY; CONTRACTOR SHALL MATCH BUILDING STANDARD
⊗	LITHONIA	LHQMLD-R-HO EL-S-W-US-24 OR EQUAL MATCH BUILDING STANDARD	120/277	1	LED EXIT & EMERGENCY	SURFACE WALL	LED EXIT SIGN; RED LETTERING WITH WHITE THERMOPLASTIC HOUSING; INTEGRAL CALCIUM BATTERY; EMERGENCY LIGHTS; MATCH BUILDING STANDARD



NOTE: NO CHANGES TO ONE LINE RISER

NO SCALE



21 West Franklin Street Hagerstown, MD 21740 Phone: 301.791.7955

MASONIC TEMPLE - SECOND and THIRD FLOOR REAR - WHITE BOX
54 SOUTH POTOMAC STREET HAGERSOWN, MD 21740

MEP Engineer
COOK DESIGN GROUP, INC.
3109 MURKLE ROAD WESTMINSTER, MD 21158
410.596.6800



PROFESSIONAL CERTIFICATION: I CERTIFY THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, & THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE #11425, EXPIRATION DATE 4-22-27.

PHASE: DATE ISSUED: 03-07-2026

CONSTRUCTION DOCUMENTS

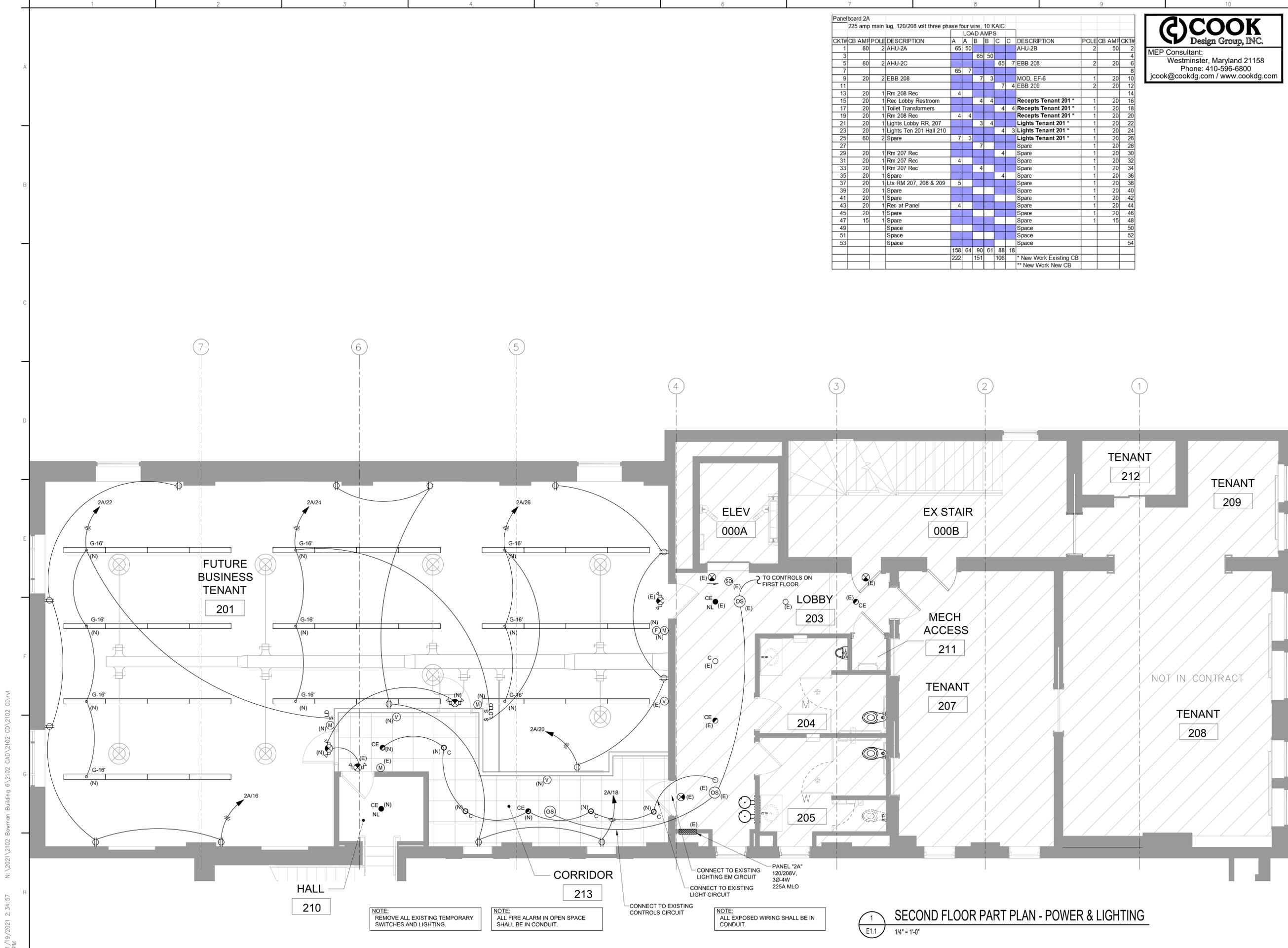
SUBMITTALS / REVISIONS	
REV. NO.	DESCRIPTION

CHECKED BY: JWC DRAWN BY: BPM
DATE: 03-07-2026 SCALE: AS NOTED

DRAWING NAME:
ELECTRICAL TITLE SHEET

SHEET:

E1.0

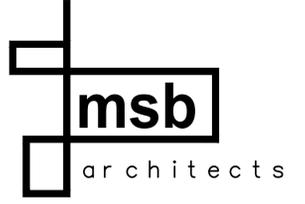


Panelboard 2A
225 amp main lug, 120/208 volt three phase four wire, 10 KAIC

CKT#	CB	AMP	POLE	DESCRIPTION	LOAD AMPS				DESCRIPTION	POLE	CB	AMP	CKT#
					A	B	C	D					
1	80	2		AHU-2A	65	50			AHU-2B	2	50	2	4
3						65	50						4
5	80	2		AHU-2C				65	EBB 208	2	20	6	8
7					65	7							8
9	20	2		EBB 208			7	3	MOD. EF-6	1	20	10	12
11								7	4	EBB 209	2	20	12
13	20	1		Rm 208 Rec	4								14
15	20	1		Rec Lobby Restroom		4	4		Receipts Tenant 201 *	1	20	16	16
17	20	1		Toilet Transformers				4	Receipts Tenant 201 *	1	20	18	18
19	20	1		Rm 208 Rec	4	4			Receipts Tenant 201 *	1	20	20	20
21	20	1		Lights Lobby RR, 207			3	4	Lights Tenant 201 *	1	20	22	22
23	20	1		Lights Ten 201 Hall 210				4	Lights Tenant 201 *	1	20	24	24
25	60	2		Spare	7	3			Lights Tenant 201 *	1	20	26	26
27							7		Spare	1	20	28	28
29	20	1		Rm 207 Rec				4	Spare	1	20	30	30
31	20	1		Rm 207 Rec	4				Spare	1	20	32	32
33	20	1		Rm 207 Rec			4		Spare	1	20	34	34
35	20	1		Spare				4	Spare	1	20	36	36
37	20	1		Lts RM 207, 208 & 209	5				Spare	1	20	38	38
39	20	1		Spare					Spare	1	20	40	40
41	20	1		Spare					Spare	1	20	42	42
43	20	1		Rec at Panel	4				Spare	1	20	44	44
45	20	1		Spare					Spare	1	20	46	46
47	15	1		Spare					Spare	1	15	48	48
49				Space					Space			50	50
51				Space					Space			52	52
53				Space					Space			54	54
					158	64	90	61	88	18			
					222	151	106						

* New Work Existing CB
** New Work New CB

COOK
Design Group, INC.
MEP Consultant:
Westminster, Maryland 21158
Phone: 410-596-6800
jcook@cookdg.com / www.cookdg.com



21 West Franklin Street
Hagersown, MD 21740
Phone: 301.791.7955

**MASONIC TEMPLE -
SECOND and THIRD
FLOOR REAR - WHITE BOX**

54 SOUTH POTOMAC STREET
HAGERSOWN, MD 21740

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COOK DESIGN GROUP, INC.
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PREPARED OR APPROVED BY ME, & THAT I AM A
DULY LICENSED ENGINEER UNDER THE LAWS
OF THE STATE OF MARYLAND, LICENSE #11427,
EXPIRATION DATE 4-22-23.

PHASE: CONSTRUCTION DOCUMENTS
DATE ISSUED: 03-07-2026

SUBMITTALS / REVISIONS

REV	DATE	ISSUE DATE	BY	DESCRIPTION

CHECKED BY: JWC
DATE: 03-07-2026

DRAWN BY: BPM
SCALE: AS NOTED

DRAWING NAME:
ELECTRICAL SECOND FLOOR POWER AND LIGHTING PLAN

SHEET:
E1.1

1 SECOND FLOOR PART PLAN - POWER & LIGHTING
E1.1 1/4" = 1'-0"

N:\2021\2102 Bowman Building 6\A\2102 CAD\2102 CD\2102 CD.rvt
1/19/2021 2:34:57 PM

Jeff Tedrick

From: Bill Siler
Sent: Friday, March 6, 2026 1:53 PM
To: Jeff Tedrick
Subject: Masonic Lodge Pictures

[Download full resolution images](#)
Available until Apr 5, 2026





























Sent from my iPhone

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

Topic:

Appalachian Regional Commission (ARC) FY'27 Funding Request – *Matt Ross, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

ARC_Grant_Memo.pdf

Description

Appalachian Regional
Commission Grant



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: March 11, 2026

SUBJECT: Appalachian Regional Commission Funding Request for FY 2027

Mayor and City Council Action Requested

Staff is requesting Mayor and City Council to review and rank the staff recommendations for FY 2027 project funding requests for the City of Hagerstown to the Appalachian Regional Commission and authorizing to submit request for review by the County Commissioners.

Background Information

The Tri-County Council of Western Maryland is seeking local project funding requests for the Appalachian Regional Commission (ARC) for FY 2027. The deadline for submittal of Preliminary Project Descriptions to Washington County is Friday, April 3, 2026. The County Commissioners will prioritize all requests submitted within the county and will forward the requests with their recommendations to the Tri-County Council for review and action. The Tri-County Council will then invite top-ranking proposals to submit a full grant application to the ARC, usually sometime in the fall. The matching requirement is 50% and federal funds cannot be used to match the ARC request. Projects must meet one or more ARC program goals and State objectives.

City of Hagerstown Funding Requests

Staff recommend that Mayor and Council rank and submit the following projects for consideration for ARC funding in FY 2027:

1. Update of the City's Comprehensive Plan – Estimated \$300,000, requesting \$150,000.
 - o State law requires the Comprehensive Plan to be updated every 10 years. Our last update was done in-house in 2018 and the last consultant assisted plan update was done in 2008. The plan requirements are too technical for two in-house updates in a row.
2. Transmission line upgrades – Zone 1 water line improvements – Estimated \$1,000,000, requesting \$500,000.

-
3. Marsh Run Trail project – Funding to bring 90% complete construction plans to 100% complete - Estimated \$150,000, requesting \$75,000.

In recent days, staff have become aware that there are uncommitted FY26 ARC funds available for distribution in coming weeks. A request has been made for a commitment of \$100,000-\$150,000 of these funds to the Comprehensive Plan project. If this is successful, then the first project identified herein as the priority project (Comprehensive Plan) will be satisfied and may be removed from this request at a later date, elevating the priority of projects 2 and 3 in this process.

Next Steps

A vote to authorize submission of ARC Grant request to Washington County is scheduled for the March 24th regular session.

Copy: Jill Thompson
Stephen Bockmiller
Doug Reaser
Eric Deike
Jim Bender
Nancy Hausrath

Project	Description	State Strategy	Project Estimate	ARC Grant Request	50% Matching
Update Comprehensive Plan	Hire consultants to develop the upcoming Comprehensive Plan	1.2.4: Provide technical assistance and support development of plans and studies.	\$300,000	\$150,000	\$120,000 match from Utilities \$30,000 from General Fund
Transmission line upgrades	Zone 1 Water line improvements	3.1.1: Develop and improve water systems to ensure that residents and businesses have clean water.	\$1,000,000	\$500,000	\$500,000 from the Utility Budget
Marsh Run Trail plan completion	Completion of construction plan.	3.4.4: Support multimodal transportation options. 4.2.1: Support the expansion of responsible outdoor recreation opportunities that will fuel the region's tourism economy and increase employment opportunities.	\$150,000	\$75,000	General Fund

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

Topic:

Public Hearing Follow-Up on Rezoning Application: ZM-2026-01 Trolley Drive/Emmert Road --
Stephen Bockmiller, Deputy Director of Planning and Zoning Administration

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260312125502352.pdf

Description

Trolley Drive Rezoning ZM-
2026-01



CITY OF HAGERSTOWN, MARYLAND

Department of Planning & Economic Development

32 N. Potomac St • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

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

MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

DATE: March 10, 2026

SUBJECT: ZM-2026-01 – Trolley Drive Rezoning – Follow up to Public Hearing.

Rezoning:

Staff will attend the March 17 meeting to follow up on the public hearing held in this case. The Mayor and City Council held a public hearing on February 24, 2026. The record was left open for 10 days. Following the hearing, the Planning and Zoning Department received no additional comments on this case.

Next Steps:

Staff requests that Mayor and City Council determine if the properties should be reclassified to N-MU (Neighborhood – Mixed Use) and if so, whether the rezoning should be supported by an argument of a “change in the character of the neighborhood” or a “mistake in the existing zoning” or both. If direction is received to move forward with the rezoning, findings of fact and an ordinance amending the zoning map will be prepared for introduction at the elected body’s regular meeting on March 24 or April 28.

Attachment: Staff Report and Application from February 24 hearing.



TECHNICAL STAFF REPORT -INDIVIDUAL REZONING REQUEST
MAYOR AND CITY COUNCIL PUBLIC HEARING

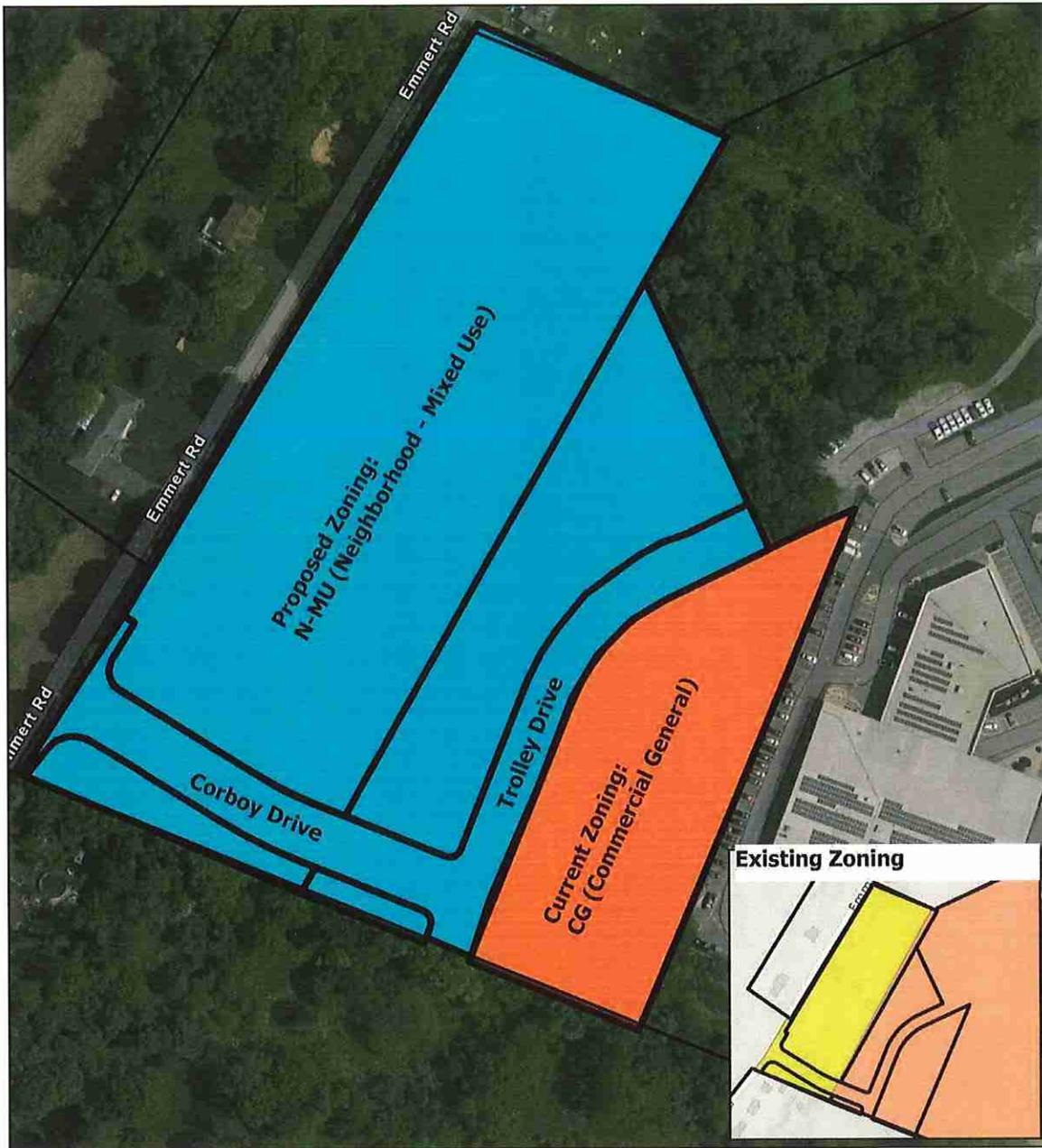
Report Published:	February 18, 2026
Mayor and City Council Public Hearing:	February 24, 2026
Case Number:	ZM-2026-01
Applicant:	Trolley Drive, LLC
Applicant's Counsel:	Jason Divelbiss, Esq.
Property Owner:	Trolley Drive, LLC
Location:	East side of Emmert Road and west side of Trolley Drive
County Tax Map and Parcel:	Map 0318, Parcels 828 and 163
Deed Reference:	Liber 7693, Folios 0491 and 0495
Address:	115 Emmert Road and Trolley Drive
Area of Tract:	10.69 acres +/-
Area requested to be reclassified:	8.79 acres +/- (See Applicant's exhibit)
Current Zoning:	RMOD (Residential Moderate Density) and CG (Commercial General)
Proposed Zoning:	N-MU (Neighborhood Mixed Use)
Vicinity and Proposed Zoning Map:	See page 2.
Description of Proposal:	

The Applicant requests a zoning map amendment to rezone one parcel and part of a second that are located between Emmert Road and Trolley Drive. Parcel 828, which fronts Emmert Road, would be reclassified from RMOD (Residential Moderate Density) to N-MU (Neighborhood Mixed Use). A 2.52-acre portion of Parcel 163 that is west of Trolley Drive would be rezoned from CG (Commercial General) to N-MU Neighborhood Mixed Use). The remaining portion of Parcel 163 to the east of Trolley Drive would remain in the CG District.

Executive Summary:

The Applicant asserts in their application that the proposed amendment is justified based on a change in the character of the neighborhood since the adoption of the 2019 Comprehensive Zoning Plan. Little argument was put forward regarding "mistake," but the applicant's addendum does not wholly surrender this argument either. If the rezoning is to be approved, amending the map to include this area in the N-MU District is the most appropriate designation. The Planning Commission recommends approval.

Vicinity and Zoning Map:



0 195 390 US Feet



City Of Hagerstown

	ZM-2026-01		N-MU (Neighborhood-Mixed Use)
	Corporate Boundary		RMOD (Residential-Moderate Density)
Zoning District			
	CG (Commercial General)		



Proposal Narrative:

This rezoning application involves two adjacent properties located in two very different zoning districts. The rezoning is sought so that the properties can be developed uniformly as a single development. Both properties would be reclassified to N-MU (Neighborhood Mixed Use) which is a high-density district that permits (but does not require) a mixture of commercial and residential uses. There are few building setbacks and could be developed in a very dense manner. If approved by the Mayor and City Council, the tracts between Emmert Road and Trolley Drive and north of Corboy Drive would be uniformly located in the N-MU District.

The 1.9-acre portion of Parcel 163 that lies east of Trolley Drive would remain in the CG (Commercial General) Zoning District. The area to remain in the CG District is predominantly improved by a regional stormwater management facility.

Photographs of the Area to be Rezoned:



Photo 1: View north along Emmert Road viewing buildings on Parcel 828.



Photo 2: View south on Emmert Road from northwest corner of property (Parcel 828 on left).



Photo 3: View east along Corboy Drive from Emmert Road. Trolley Drive in background. Parcel 828 (RMOD Zoning) is in the foreground. Parcel 163 (CG Zoning) fronts Trolley Drive.

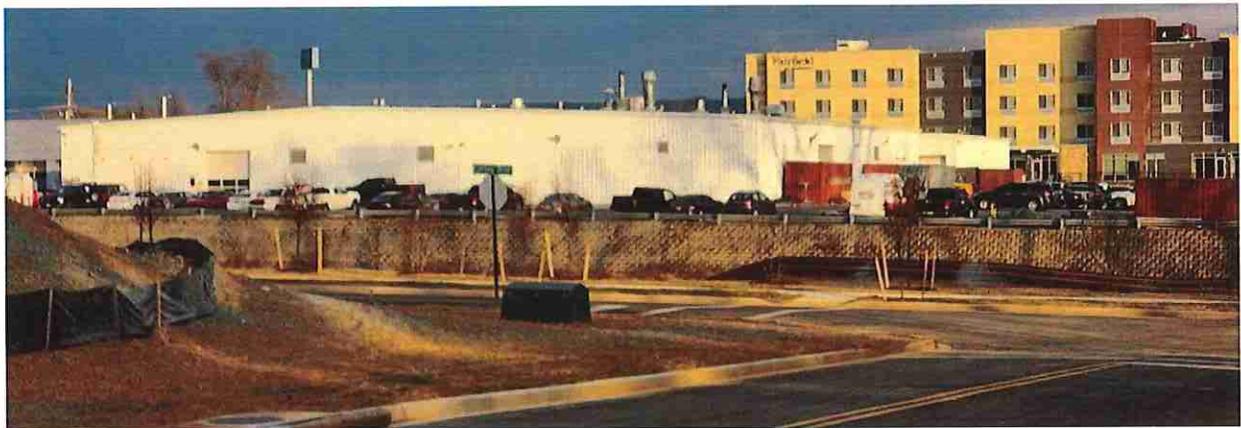


Photo 4: View from Corboy Drive showing Trolley Drive with the regional stormwater management facility and adjacent car dealership to the east.

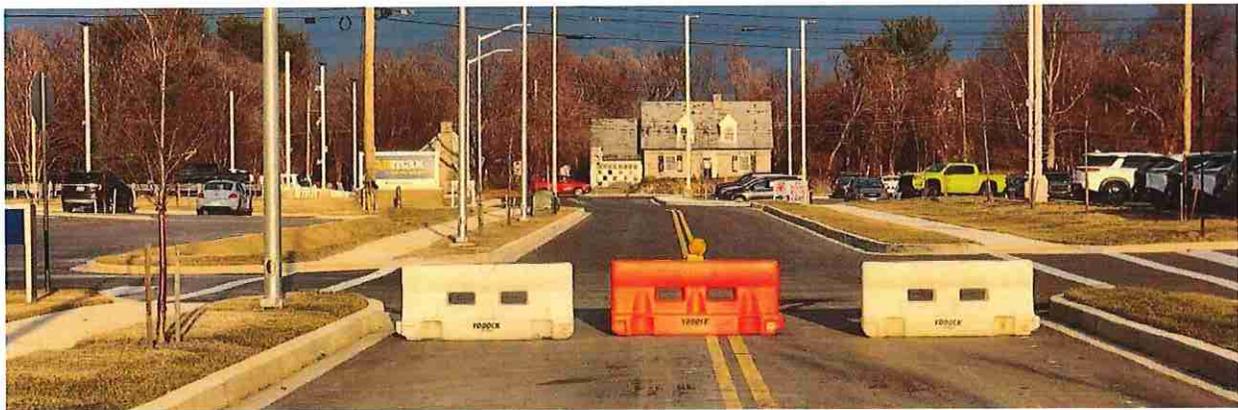


Photo 5: View northeast on Trolley Drive toward Dual Highway. Carmax is to the left. The area to be rezoned is to the photographer's left rear.

Annexation and Zoning History:

A-1978-06 – Harrison-Londontowne-Tristate Annexation

The subject properties were annexed into the City on May 18, 1978, along with other holdings in the region other separate ownerships. The zoning assigned to the parcel that contained what is now these two properties was R1 (a precursor to the RMOD District). See the attached 1977 Zoning Map as amended to November, 1983. The annexation was conditioned on the City not taxing the property at more than agricultural assessment until the land develops.

Parcel 828 (Emmert Road) has retained the initially assigned R1 Zoning over time, with the district having been renamed RMOD (Residential-Moderate Density). Parcel 163 is part of an area that was subsequently reclassified to C2 (now known as CG – Commercial General).

S-2022-18 – 1921 Dual Highway Final Plat

In 2022 a final plat was created to create a lot for the recently constructed Carmax auto dealership on Dual Highway, and to create street rights-of-way to dedicate to the City. Parcel 163 is the remaining lands associated with that subdivision. A copy of this plat is an exhibit in this application.

Sketch, Development and Site Plans

Other than the plans and regional site work associated with the development of the adjacent Carmax dealership and new public streets, there are no approved sketch, development or site plans for either of these properties.

Adjacent Properties:

The municipal boundary follows part of this tract's boundaries to the north, west and south. Several of the adjacent properties are located outside of the municipality.

West

There are four properties to the west of Parcel 828, across Emmert Road. Three of them are in the County and two of those are improved with dwellings. The fourth is a former farm property that is currently under development for a townhouse community (Towns at Reese Farm) which is located within the City boundaries and is zoned RH (Residential High Density).

North

The area to the north, fronting Emmert Road is outside of the city boundaries and is improved with single-family detached dwellings and a pre-owned car sales facility which is located at the intersection of Dual Highway and Emmert and Hebb Roads. Within the city boundaries to the north and located west of Trolley Drive is a recently constructed pre-owned car sales facility (Carmax) located in the CG (Commercial General) Zoning District.

East

The area to the east of the properties to be rezoned, located across Trolley Drive, is improved with a chain car dealership and a regional storm pond which is part of Parcel 163, but will not be rezoned. These properties are in the CG (Commercial General) Zoning District.

South

There are two properties to the south that adjoin the two parcels subject to this application. Both are outside of the municipal boundaries. The one fronting Emmert Road is improved with a home and outbuildings. The one to the east of this is unimproved. A farm property is located to the south of these properties which fronts Beaver Creek Road.

Site Description:

The site consists of two parcels. Parcel 828, which fronts Emmert Road and assigned the address 115 is 6.27 acres in area. The entirety of the parcel is included in this request. This property is improved with a two-story, frame, single-family detached dwelling with attached two-car garage and two accessory buildings. Driveway access is from Emmert Road. The property is predominantly wooded. It is shown on the Future Land Use Map of the Comprehensive Plan for medium density residential development, which is more intense than the existing RMOD (Residential Moderate Density) Zoning assigned to it.

Parcel 163 is 4.42 acres in area and is the residue from a previous subdivision created with the development of the nearby Carmax dealership and dedication of right of way for Trolley Drive and Corboy Drive. The area to be rezoned is 2.52 acres located west of Trolley Drive. It is unimproved and designated Commercial General on the Future Land Use Map of the Comprehensive Plan.

The 1.9-acre portion of Parcel 163 (the "Trolley Drive" parcel) that lies east of Trolley Drive would remain in the CG (Commercial General) Zoning District. The area to remain in the CG District is improved by a regional stormwater management facility.

Floodplain:

No part of these properties is in the 100-year floodplain per the 2017 FEMA floodplain map for the city.

Roads:

Parcel 828 fronts Emmert Road, which is a narrow two-lane country road without shoulders and located within a 33-foot width right of way. Emmert Road connects to Dual Highway and to Beaver Creek Road. Trolley Drive and Corboy Drive are new subdivision roads constructed to City standards and their acceptance for City ownership is imminent. Corboy Road bisects both properties. Trolley Drive fronts Parcel 163 and provides direct access to Dual Highway. Corboy Road connects Trolley Drive and Emmert Road and forms a four-way intersection with the new principal entrance into the Towns at Reese Farm subdivision.

Water and Sewer Service:

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

Electric Service:

This tract is in the Potomac Edison service area. When the property develops, the streetlights will be serviced and maintained by the City Electric Department.

Fire and Police Service:

The subject properties have received protection provided by the Hagerstown Police Department since its annexation in 1978. First call station for fire protection is a dual assignment area assigned to the Funkstown Volunteer Fire Company and Hagerstown Fire Department Station 3 (Independent Junior Fire Company) on Eastern Boulevard.

Schools:

The subject tract is in the attendance area of the following schools:

High School:	South Hagerstown High School
Middle School:	E. Russell Hicks Middle School
Elementary School:	Eastern Elementary School/ Ruthann Monroe Primary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

Agency Comments:

As of the publication of this report, these agencies stated they have no comment:

1. Washington County Health Department.
2. Washington County Soil Conservation District.
3. Washington County Board of Education
4. Hagerstown City Engineer
5. Hagerstown Department of Public Works (which includes Parks and Recreation).
6. Hagerstown Light Department
7. Hagerstown Water and Wastewater Department
8. Hagerstown Fire Department
9. Potomac Edison

See attached comments from Washington County Planning. Please note that the City has no adequate public facilities ordinance (APFO) for schools. Adequacy of roads will be evaluated at time of development.

No response has been received from the Maryland State Highway Administration, however, it is possible staff may receive comments prior to the hearing. If any are received, they will be provided to the Mayor and City Council at the public hearing.

Comprehensive Plan:

The area of this proposal that is zoned CG appears on the Future Land Use Map (Map 2-7) of the 2018 Comprehensive Plan with a designation of “Commercial General”. The area of this proposal zoned RMOD appears on that map with a designation of “Medium Density Residential”, which allows density more intense than the currently assigned RMOD Zoning. The Comprehensive Plan describes the Medium Density Residential designation as follows:

Medium Density Residential areas recognize already-developed areas, located within or immediately adjacent to the city, as well as areas likely to be developed at medium densities. The purpose of RMED areas is to encourage a broad range of housing types, including single-family detached, duplex, and townhouse units. Most of the developed residential area in the city is Medium Density. Within these areas, the city will emphasize neighborhood stabilization and enhancement efforts, including the Neighborhoods 1st, Community's City Center Plan, and Comprehensive Neighborhood Revitalization initiatives (see those mentioned in the Housing and Neighborhoods Element).

The RMED area includes portions of the city currently zoned RMOD (Residential-Moderate Density, not to be confused with RMOD Future Land Use) and RMED (Residential – Medium Density). Residential densities in RMOD- and RMED- zoned areas will generally be between five (5) and ten (10) units per gross acre.

Neighborhoods characterized by single-family detached units would typically have lower densities, while duplexes and townhouses would have densities at the higher end of the RMED. RMED areas include some existing and potential future PUDs, where residential density may exceed ten (10) units per acre. PUDs are subject to careful design review to ensure compatibility with surrounding neighborhoods. Apartment units may be permitted in RMED PUDs, but would not otherwise occur in RMED areas. Mansion-house apartments are also permitted in this land use category, and existing apartment buildings are likely to remain as such.

The RMED area also includes portions of the city currently zoned RO (Residential-Office). The RO district allows office uses in large houses, and serves as a buffer between residential and commercial areas. Locations with RO zoning typically have a mix of residential and non-residential uses in buildings that are residential in character. Although not strictly residential in use, the RO zoning district as currently defined is consistent with the RMED future land use.

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – Both parcels are identified on this map as “vacant land”.
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant.

-
3. Map 2-9: PlanMaryland Place Designations – Identified as a “Targeted Growth & Revitalization Area”.
 4. Map 4-1: Water and Wastewater Service Areas – Site shown as “Served by City Sewer Lines and Treatment Plant.
 5. Map 4-2: Water and Wastewater Priority Areas – Site shown as “Priority 1”.
 6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
 7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – Recommends widening of Dual Highway.
 8. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25 mile radius from park space within the City. The nearest public park is Funkstown Park, which is approximately 1,500 feet from Parcel 828.

Development of these vacant lands is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown’s vacant and underutilized land will be an important part of the City’s overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. Developing this area in accordance with N-MU Zoning Requirements could serve as an effective buffer between the commercial development along Dual Highway and new residential developments in the City and on the edges of nearby Funkstown.

Evaluation of Justification for Map Amendment:

Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General and Residential Medium Density on the Future Land Use Map of the Comprehensive Plan. Development in accordance with current zoning will result in a mixed-use result within the boundaries of the area impacted by this application. The RMOD zoning is nearly exclusively residential (single-family homes, duplexes and semi-detached dwellings subject to minimum lot area requirements). The CG Zone is predominantly a commercial zoning district but does allow the construction of mixed-use buildings that include commercial uses and apartments, subject to design parameters.

The surrounding area is being developed for a mixture of uses, given the existing city and county zoning designations for the surrounding area. The Comprehensive Plan identifies this area as destined for a mix of commercial and residential uses. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of these properties given the surrounding existing built environment. The creation of the adjacent street to serve recent and anticipated development created a peculiar condition in the area between Trolley Drive and Emmert Road in relationship to the existing zoning district line.

Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the “neighborhood” boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the “neighborhood”.

The Applicant has defined an arbitrary rectangle area as the “neighborhood that includes lands within the City, the town of Funkstown and unincorporated lands in the county. The area is roughly bounded by Interstate 70 to the south, Day Road to the east, Hebb Road to the north and the Funkstown subdivision known as “Gaver Meadows” and Funkstown Park to the west. Staff have no issue with this being defined as the “neighborhood”.

The Applicant frames their argument for “change” the following circumstances that justify the rezoning:

- Construction of Trolley Drive and Corboy Drive in 2025 providing a new direct connection between U.S. Rte. 40 (Dual Highway) and Emmert Road;
- Redevelopment of several existing single-family residences fronting along U.S. Rte. 40 (Dual Highway) in 2024 into a CarMax used car sales facility;
- Annexation into the Town of Funkstown (2019) and development (2020) of +/- 67 ac. located on the southside of Beaver Creek Road for one hundred fifty (150) single-family homes; and
- Approval and commencement of development in 2025 of the +/- 31 ac. Reese Farm located on the west side of Emmert Road for 124 single-family attached (townhome) units and 240 multi-family apartment units.

The Applicant opines *“In this case, because the Property is already split zoned with residential (RMOD) and commercial (CG) classifications, the mixed-use nature of the N-MU zoning is completely appropriate and suitable for the Property... Additionally, given the Property’s proximity to both higher density townhome and multi-family residential projects and a significant, new roadway connection to U.S. Rte. 40 (Dual Highway), the ability to use the City’s traditional neighborhood design flexibility pursuant to the N-MU zoning classification is also appropriate and suitable for the Property and consistent with the uses and zoning classifications of the surrounding properties.”*

While the development of nearby property in accordance with its approved existing zoning often is not legal grounds alone when presenting argument for “change in the character of the neighborhood”, the combination of factors including that development, road construction and regional development where the zoning is not coordinated across three jurisdictions would seem to overcome this hurdle.

Evaluation of the Petition Concerning the Mistake Rule

In their attachment to this rezoning application, the Applicant includes a section addressing the “Mistake Rule”. This section consists of two limited paragraphs, and offers no substantial evidence of a mistake in the existing zoning that shows that the zoning authority erred when it adopted the comprehensive zoning map. The Applicant does state in their introduction that argument for the rezoning is weighted in the “change” argument, and not in the “mistake” argument.

Case Law Impact Regarding "Spot Zoning"

One issue that the applicant will need to address is the issue of "Spot Zoning." There is no N-MU (Neighborhood-Mixed Use) zoned property adjacent to this site. This district is a hybrid commercial-residential district, and there are commercial as well as residential districts adjacent to these properties. The applicant has been asked by staff regarding this issue, and they will be prepared to explain certain facts that overcome the burden of "spot zoning."

Appropriateness of Zoning District

Per the Zoning Ordinance, the N-MU District was created to:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City's traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

Although it permits and promotes mixing commercial and residential uses, the N-MU district does not require commercial or residential elements. The logical location for commercial uses on this tract remains reserved in that portion of the property that faces Trolley Drive, if some commercial development is ultimately proposed (which is not required in the N-MU District). It does encourage the development in a manner that is consistent with the City's historic "grid" street patterns at urban densities.

Planning Commission Recommendation

The Planning Commission held a public review meeting on this matter on January 28.

Given the content of the application, the Comprehensive Plan, the Zoning Ordinance (Article 4, Land Management Code) and the testimony provided, The Planning Commission finds that the Applicant has made sufficient argument regarding "change in the character of the neighborhood" to warrant reclassifying these properties, and if the zoning were to be changed, the requested N-MU (Neighborhood Mixed Use) Zoning District is the most appropriate to apply to these sites. Although not as compelling as the argument for "change", the Commission also believes that this application could also meet the "mistake" standard to justify the rezoning.

The burden of proof is on the applicant to demonstrate “change” or “mistake.”

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.

A handwritten signature in blue ink, reading "S.R. Bockmiller", followed by a horizontal line.

Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration
Department of Planning and Economic Development

Stephen Bockmiller

From: Kinzer, Jennifer <JKinzer@washco-md.net>
Sent: Saturday, January 24, 2026 2:54 PM
To: Stephen Bockmiller
Subject: RE: Trolley Drive rezoning - time sensitive

Steve,

Sorry that it took a bit longer than expected, but here are comments from Washington County Planning & Zoning for ZM2026-01.

Thank you for the opportunity to comment. The county recognizes and supports the autonomy of the City regarding decisions related to zoning changes within the municipality. We would like to provide you with some information and observations that we would respectfully request be reviewed as part of this application.

As part of the review and deliberation of a zoning map amendment the City Zoning Ordinance and the County Zoning Ordinance require the same criteria to be evaluated as part of their decision-making process. They include population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development for the area, the recommendation of the Planning Commission and the relationship of such proposed amendment to the jurisdiction's plan. There is one criterion that the county believes we share some responsibility in assessing and whereby a change in the zoning designation may impact not only city provided services but services provided by the county above and beyond those provided by the city.

The criteria that we would like to provide comment on is the availability of public facilities. Specifically, we would like to address the potential impacts on school capacity and road infrastructure.

1. School capacity. It is understood that the City of Hagerstown does not regulate school impacts from development under their adopted Adequate Public Facilities Ordinance. However, the potential impacts that may result from a higher residential density allowance in the N-MU district vs. those from an RMOD district could result in creation of a severe deficiency in school capacity. These parcels are currently located within the Emma K. Doub/E. Russell Hicks Middle/South Hagerstown High school districts. Each of these schools are currently over 100% capacity and most acutely, South Hagerstown High school is over 120%.

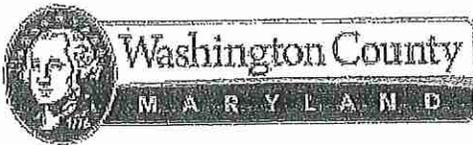
According to the City Land Management Code, residential density permitted in the RMOD district averages about 7 units per acre. The N-MU district allows for residential densities between 6 and 16 units per acre. While the density on the low end of the N-MU district is similar to the existing RMOD district, the allowance of up to 16 units per acre could have a devastating impact on these school districts. The county unfortunately does not have available funding within the capital budget at this time to adequately address the corrective issues that will be needed to accommodate the potential students produced by this and several other developments recently approved by the City in these school districts. We would respectfully ask that this issue be a factor in the evaluation of the availability of public facilities and services.

2. Road adequacy and capacity. It appears that the combination of the two parcels will give potential development access to both Emmert Road and to All Star Ct. As we know, Emmert Road is currently a smaller highway that has limited capacity due to road width, topography, and the addition of traffic from other new developments in the area. There is also a noted issue regarding the intersection of Emmert Road, Hebb Road, and US 40 – National Pike. We would respectfully ask that adequacy of the road network be considered as part of the deliberation process and that the developer work with the county in the earliest stages of planning if access is planned onto Emmert Road.

Thank you again for the opportunity to comment on this application.

Also, the County has no comments to add to the record for ZM2026-02. Please let me know if you have any questions.

Jennifer



Jennifer D Kinzer, GISP
Interim Director
Washington County Dept. of Planning & Zoning
747 Northern Avenue
Hagerstown, MD 21742
P: 240-313-2441
www.washco-md.net

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From: Stephen Bockmiller <sbockmiller@hagerstownmd.org>
Sent: Friday, January 23, 2026 11:30 AM
To: Kinzer, Jennifer <JKinzer@washco-md.net>
Subject: Trolley Drive rezoning - time sensitiv

WARNING!! This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. Any claims of being a County official or employee should be disregarded.

Hi Jennifer..

I believe Kris forwarded you the application for the Trolley Drive rezoning.

I am looking to complete my staff report and publish the Planning Commission packet by late afternoon.

Do you anticipate having something for us by then? If not, we can enter it into the record at the hearing on Wednesday.

**JD LAW CO.,
INC.**
Attorney at Law

P.O. Box 202
11125 Bemisderfer Road
Greencastle, PA 17225

(301) 791-9222
(717) 593-7200

February 12, 2026

City of Hagerstown
Dept. of Planning & Econ. Development
Attn: Steve Bockmiller
14 North Potomac Street
Hagerstown, MD 21740

**Re: 115 Emmert Road / 1923 Dual Highway
Zoning Map Amendment – RMOD & CG to N-MU**

Dear Steve:

On behalf of the property owner, Trolley Drive LLC, please accept the within letter in support of the application for Zoning Map Amendment to **change the current RMOD (Residential – Moderate Density) and CG (Commercial General) zoning classifications for the subject property to N-MU (Neighborhood – Mixed Use).**

The subject property is the +/- 8.8 acre area created between Emmert Road and the roadways, Trolley Drive and Corboy Drive, recently constructed which connect Emmert Road to U.S. Rte. 40 (Dual Highway) (see attached sheet from the Trolley Drive Subdivision Development Plan).

The property requested to be rezoned consists of: (i) the entirety of the +/- 6.27 ac. property located at 115 Emmert Road (TM 318, Parcel 828, Tax ID No. 17-008536); and (ii) a +/- 2.52 ac. portion of the property located at 1923 Dual Highway (TM 318, Parcel 163; Tax ID No. 17-031593) (collectively, the **“Property”**) (see attached rezoning exhibit).

As can be seen from (i) the zoning classifications assigned to the Property in 1978 when it was annexed into the City of Hagerstown; (ii) the current Washington County Zoning Map; and (iii) the current City Zoning Map (all of which are attached), this area has long been a transition area between the residential areas on Hebb, Beaver Creek and Emmert Roads and the commercial areas along Dual Highway and All Star Court.

On two (2) separate occasions, in 1999 (+/- 3.3 acres) and 2006 (+/- 6.88 acres) additional land in this area was rezoned to from R1 to C2 commercial zoning recognizing the outside influence the commercial areas along Dual Highway were having on the properties in this area

Applicant requests that the City once more recognize the changing circumstances in this area as adequate justification for the within piecemeal rezoning request.

Maryland “Change or Mistake” Rule

As explained by the Courts and captured in the City’s Land Management Code (Article 4, § A(9)(a)), in Maryland a request to change a property’s zoning classification must first be supported by strong evidence of either (i) mistake in the original zoning (or the most recent comprehensive rezoning); or (ii) substantial change in the character of the neighborhood. See, Stratakis v. Beauchamp, 268 Md. 643, 652-653 (1973), which also characterizes “strong evidence” as being sufficient to make the issue “fairly debatable.”

A more liberal standard of what constitutes change or mistake is applied in cases in which the request is to change the subject Property’s zoning from one classification to another within the same general land-use category (e.g. residential to another residential or commercial to another commercial) rather than from one land-use category to another (i.e. residential to commercial or commercial to industrial). See, Tennison v. Shomette, 38 Md. App. 1, 6 (1977). In this case, a similar situation is present in that the Property is currently split zoned (RMOD and CG) and the request is for a mixed-use zoning (N-MU).

Mistake

For there to be a “mistake” at the time of the original zoning (or last comprehensive rezoning) there must be evidence (i) that there were assumptions or premises relied upon that were invalid or incorrect; or (ii) that existing facts, projects or reasonably foreseeable trends were not taken into account, so that essentially the original zoning (or last comprehensive rezoning) was premised on an error or misapprehension and not just an occasion of bad judgment. See, Boyce v. Sembly, 25 Md. App. 43, 50-51 (1975).

Although mistaken assumptions or premises may have been relied upon and/or existing facts, projects or foreseeable trends may not have been taken into account when the Property was last comprehensively zoned in 2020, substantial change in the character of the neighborhood since is the stronger justification for the requested rezoning.

Change in the Character of the Neighborhood

There are essentially three (3) elements to be established in a case contending there has been a substantial change in the character of the neighborhood:

- (a) What area constitutes the “neighborhood” of the subject property;
- (b) The changes that have occurred in that “neighborhood” since the original zoning (or last comprehensive rezoning affecting the property); and

- (c) That the changes resulted in a change to the character of the “neighborhood” that justify reclassification of the property to the requested zoning.

See, Montgomery v. Board of County Commissioners for Prince George’s County, 256 Md. 597, 602 (1970).

Neighborhood

What constitutes the “neighborhood” is not to be precisely or rigidly defined but instead is defined differently in each case as the area within the immediate environs of the subject property and depends upon geographic location property, whether it is an urban, rural or semi-rural area and other such relative characteristics. See, Clayman v. Prince George’s County, 266 Md. 409, 418 (1972).

In this case, the Property is located within the “neighborhood” rectangular in shape and bounded by the following, all of which are less than 2,000’ from the Property:

- Hebb Road to the North;
- Beaver Creek to the West
- I-70 to South
- Dual Hwy. to East

Although not always the case, streets, highways or other substantial physical barriers are appropriately recognized as the geographic confines of a “neighborhood” for the purpose of rezoning analysis. Brown v. Wimpress, 250 Md. 200, 205 (1968).

Changes in the Neighborhood

When evaluating the effect and sufficiency of changes which have occurred in the neighborhood, (i) they should be considered in the aggregate, not isolation. See, Bowman Group v. Moser, 112 Md. App. 694, 700 (1996); and (ii) changes occurring prior to the original zoning (or last comprehensive rezoning) may be considered, if considered in conjunction with other changes occurring after said zoning or rezoning. See, Buckel v. Board of County Commissioners of Frederick County, 80 Md. App. 305, 311 (1989).

Numerous changes have occurred within the “neighborhood” in which this Property is located, both prior and subsequent to the last comprehensive rezoning affecting the Property in 2020. Those changes include at least the following:

- Construction of Trolley Drive and Corboy Drive in 2025 providing a new direct connection between U.S. Rte. 40 (Dual Highway) and Emmert Road;
- Redevelopment of several existing single-family residences fronting along U.S. Rte. 40 (Dual Highway) in 2024 into a CarMax used car sales facility;

- Annexation into the Town of Funkstown (2019) and development (2020) of +/- 67 ac. located on the southside of Beaver Creek Road for one hundred fifty (150) single-family homes; and
- Approval and commencement of development in 2025 of the +/- 31 ac. Reese Farm located on the west side of Emmert Road for 124 single-family attached (townhome) units and 240 multi-family apartment units.

As a result of these changes, the area or “neighborhood” in which the Property is located has changed so that the requested rezoning from RMOD & CG to N-MU is both justified and appropriate. Specifically, the “neighborhood” has changed from an area that has distinct residential areas along Hebb, Emmert and Beaver Creek Roads to an area that is inherently mixed in nature and influenced by both the residential and commercial areas abutting it.

As thoroughly explained in the City’s Land Management Code, the purpose of the N-MU (Neighborhood – Mixed” is to accomplish the following:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City’s traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

In this case, because the Property is already split zoned with residential (RMOD) and commercial (CG) classifications, the mixed-use nature of the N-MU zoning is completely appropriate and suitable for the Property.

Additionally, given the Property’s proximity to both higher density townhome and multi-family residential projects and a significant, new roadway connection to U.S. Rte. 40 (Dual Highway), the ability to use the City’s traditional neighborhood design flexibility pursuant to the N-MU zoning classification is also appropriate and suitable for the Property and consistent with the uses and zoning classifications of the surrounding properties.

For these reasons, the Applicant / Property Owner respectfully requests that the requested rezoning of the Property from its current RMOD (Residential – Moderate Density) and CG (Commercial, General) classifications to N-MU (Neighborhood – Mixed Use) be approved.

Very truly yours,

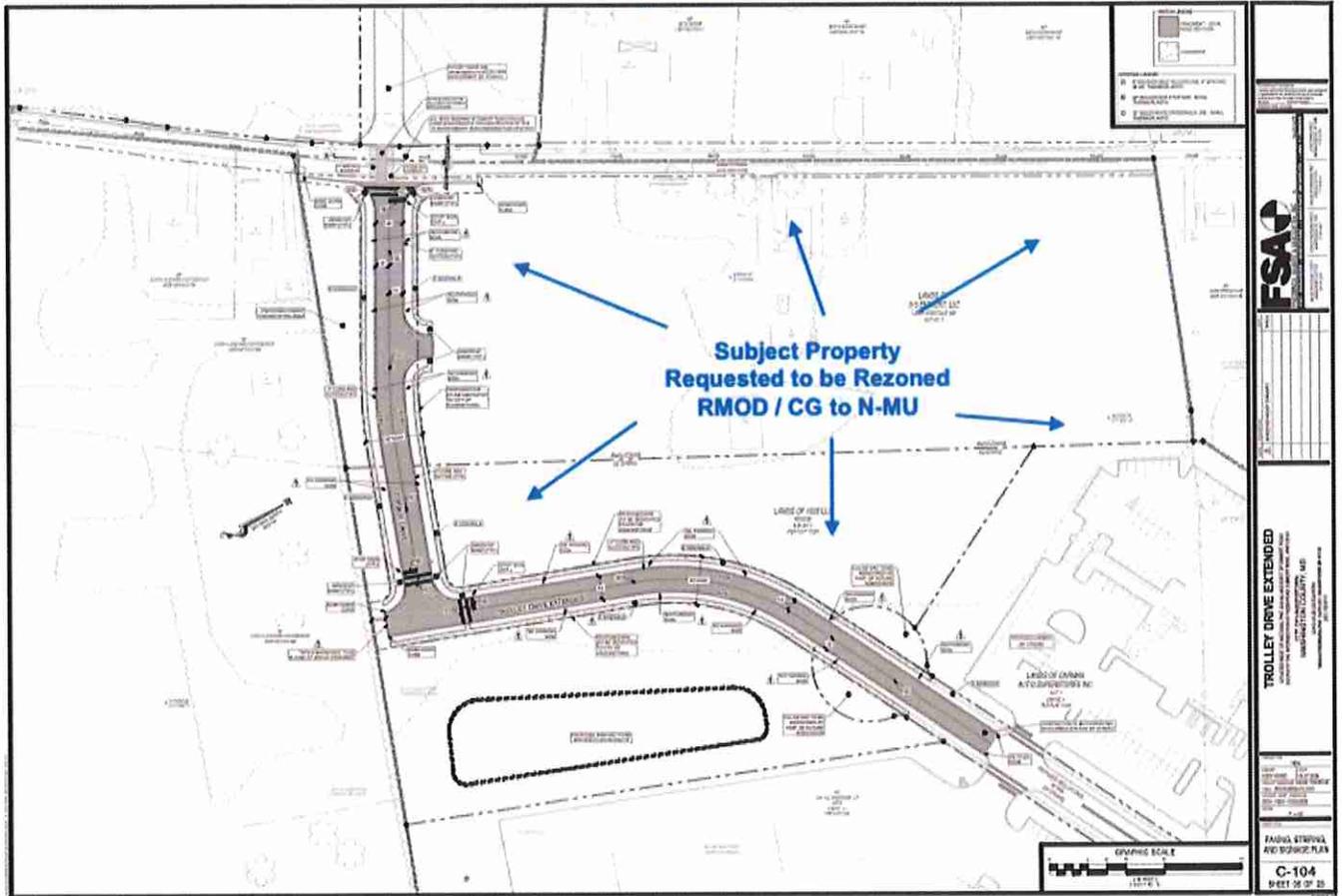
JD LAW CO., INC.

Jason M. Divelbiss

Attorney at Law

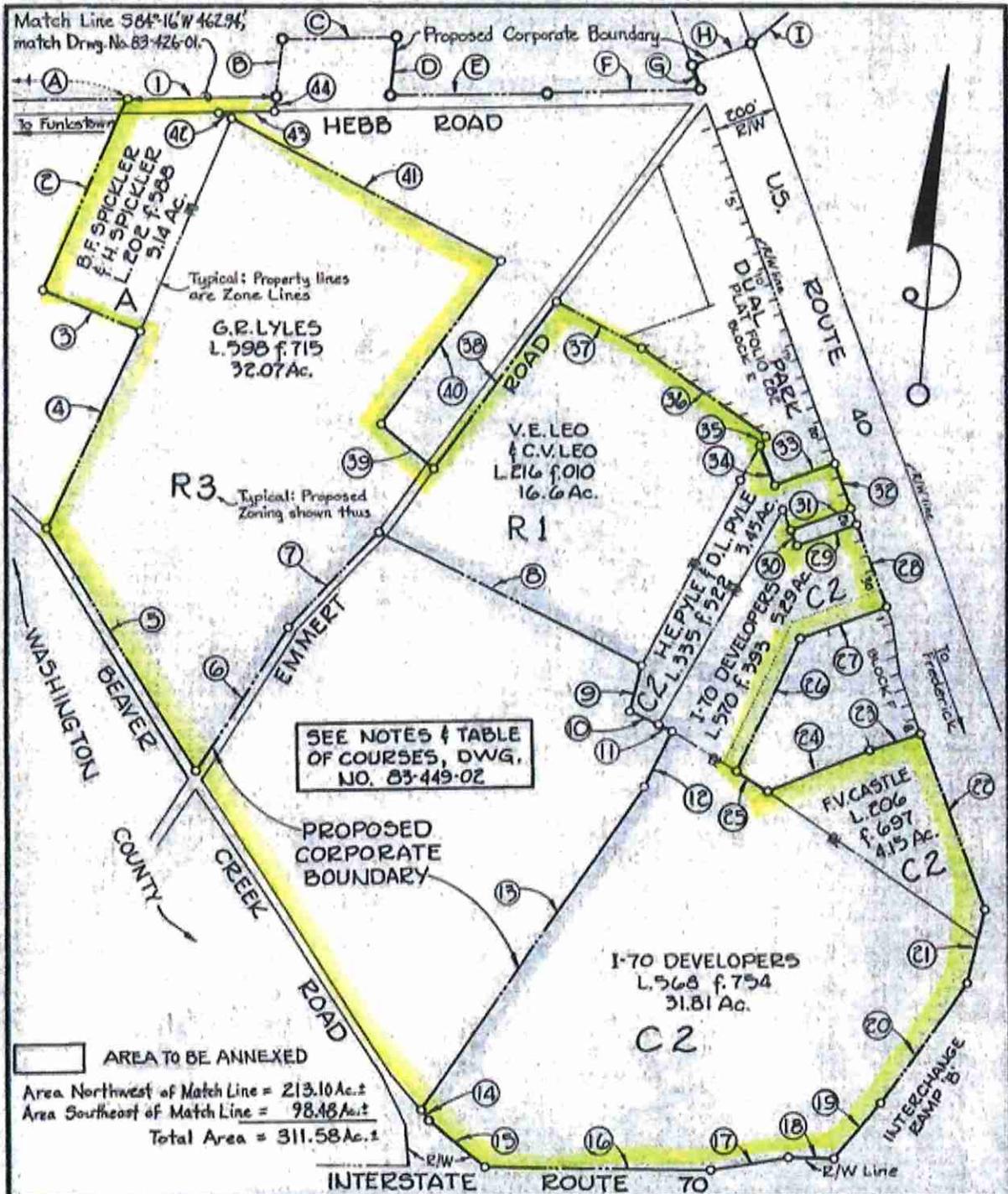
Email: jdivelbiss@divelbisslaw.com

Trolley Drive Dev. Plan.



1978 Annexation Zoning

A-1978-06



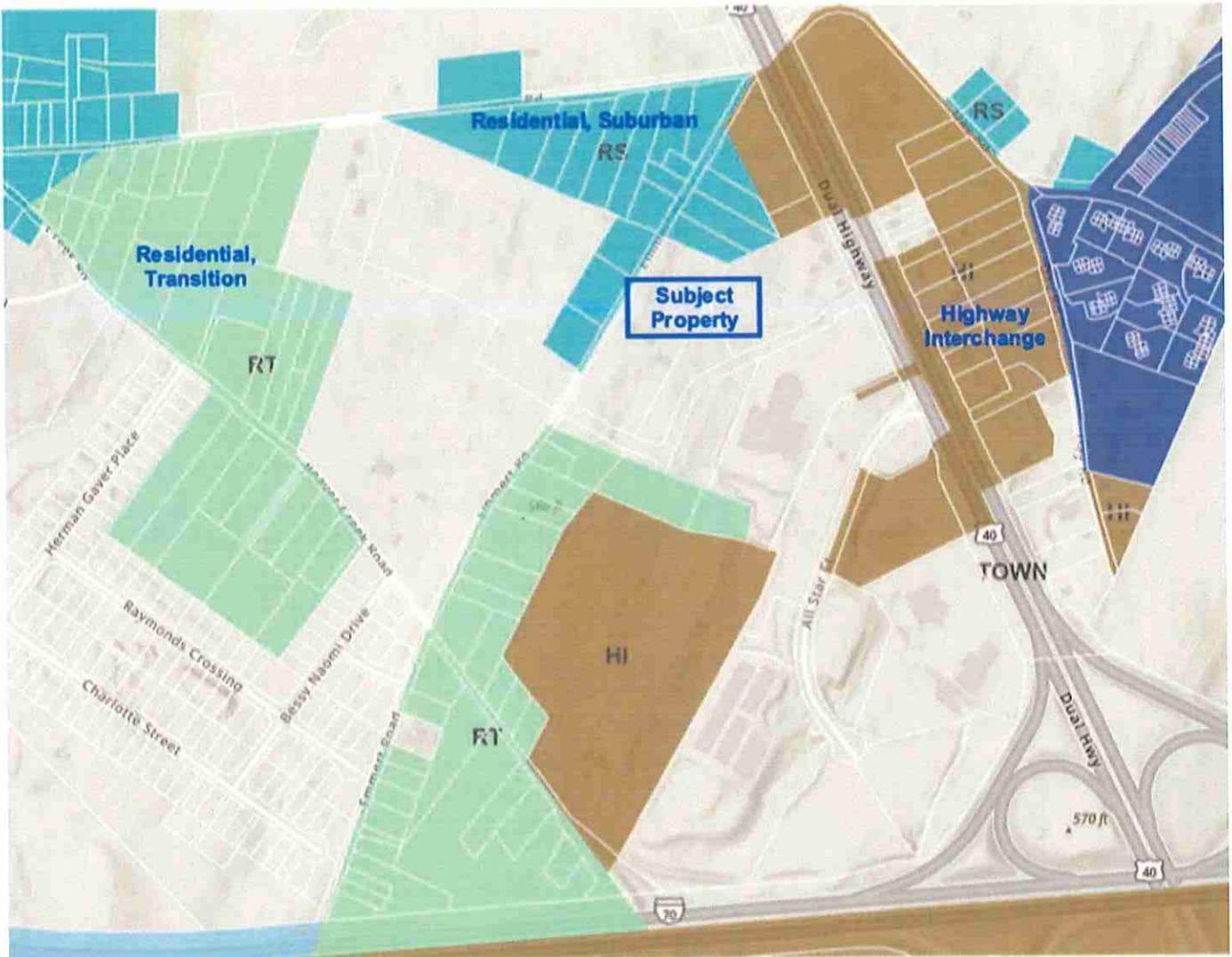
SEE NOTES & TABLE OF COURSES, DWG. NO. 83-449-02

AREA TO BE ANNEXED
 Area Northwest of Match Line = 213.10 Ac.±
 Area Southeast of Match Line = 98.48 Ac.±
 Total Area = 311.58 Ac.±

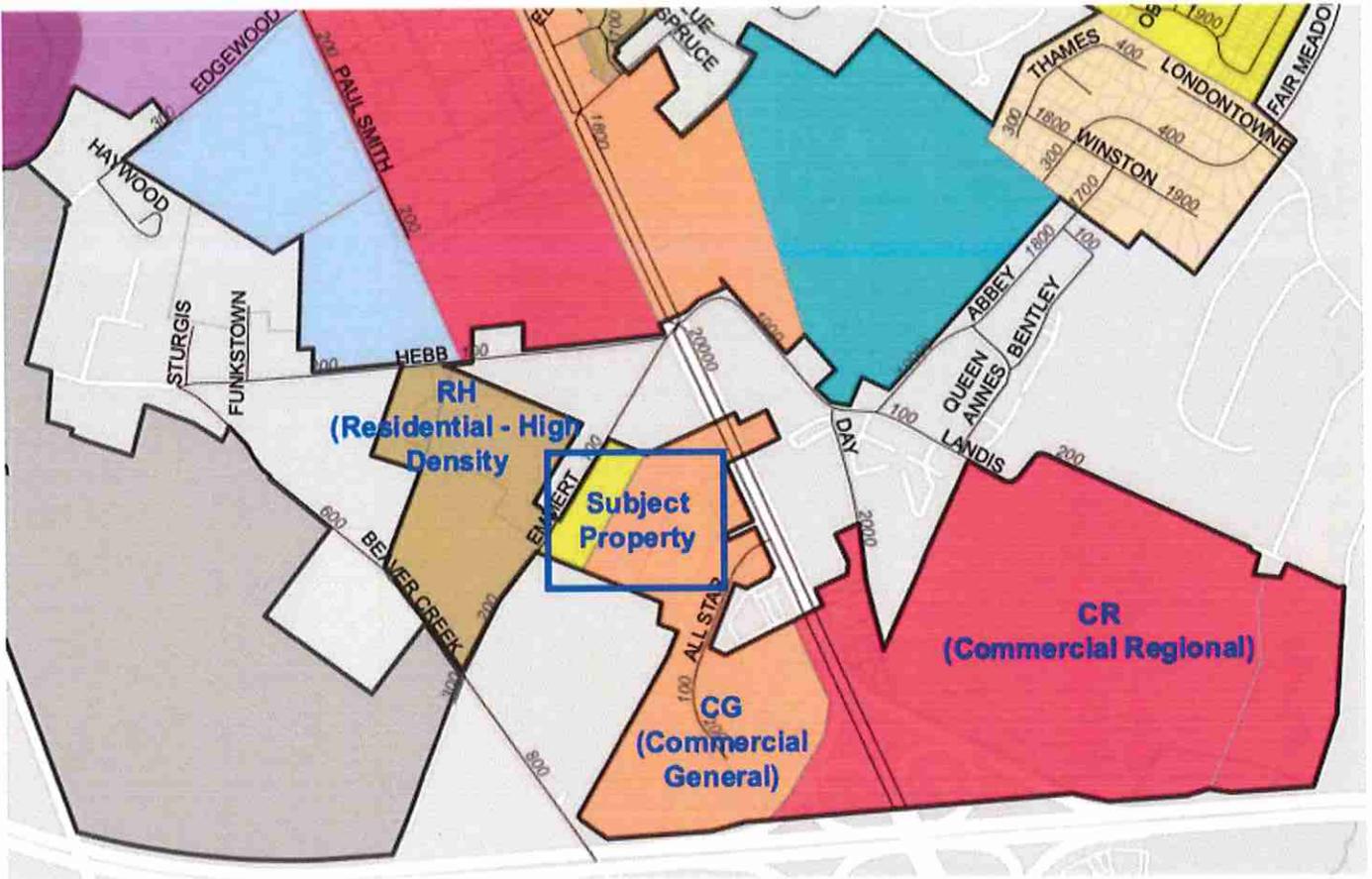
CITY OF HAGERSTOWN, MD. — ENGINEERING DEPARTMENT	
U.S. RTE. 40 EAST — HEBB ROAD — EMMERT ROAD ANNEXATION TO THE CITY OF HAGERSTOWN	
DRAWN J.WALKLEY	DATE MAR. '77
CHECKED	
APPROVED	
DWG. NO. 83-449-01	
SCALE 1" = 400'	

1-16-78: Revised to include in area to be annexed the properties of Harrison, Lorich & Landonville Sect B, with reference to Drawing 83-426-01, by A.W.
 1-17-78: Added Proposed Zoning, by A.W.

Current County Zoning Map



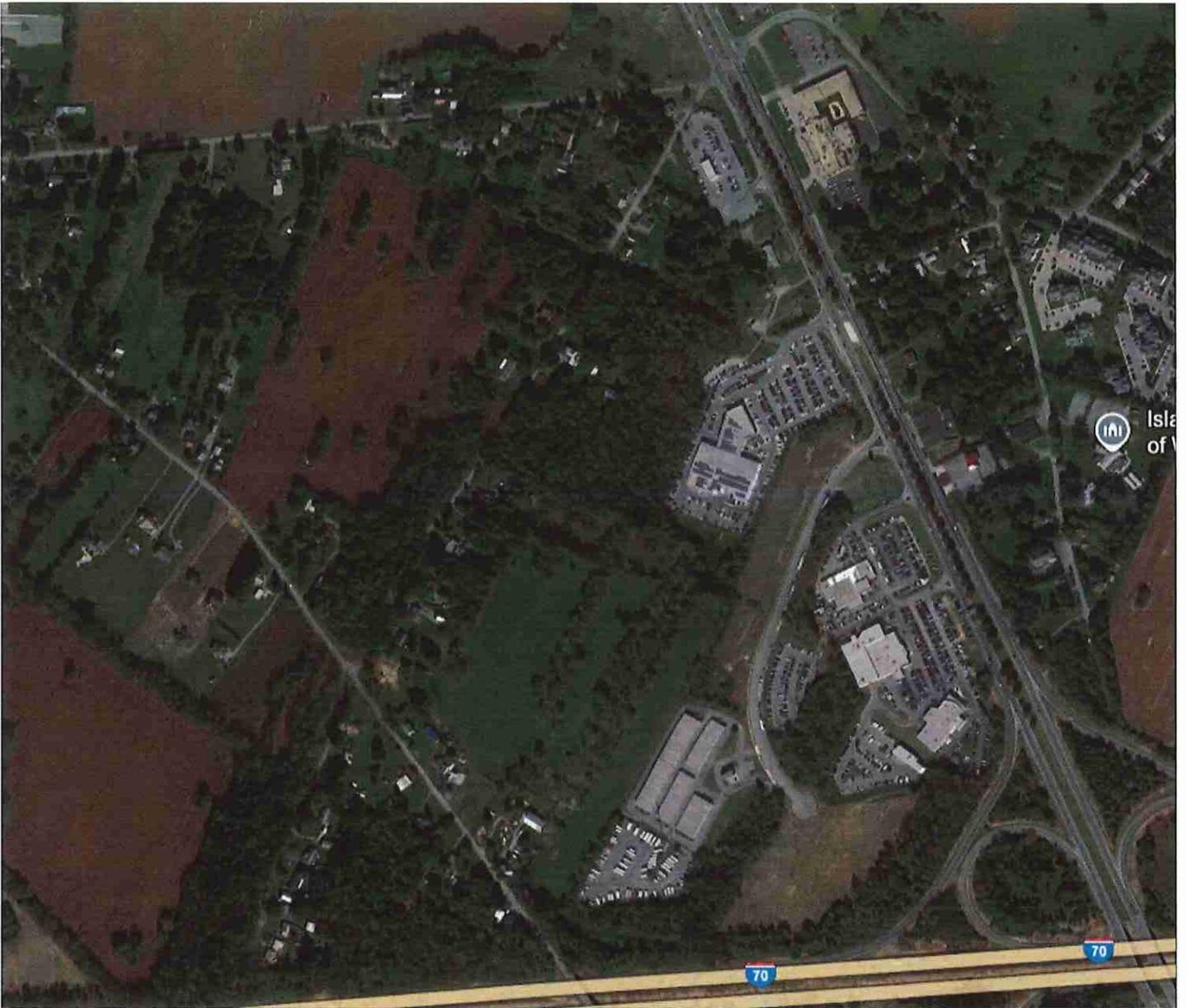
Current City Zoning Map



Defined "Neighborhood" (2025)



Defined "Neighborhood" (2017)



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

Topic:

Public Hearing Follow-Up on Rezoning Application: ZM-2026-02 Evergreen Property – Eastern Blvd. – *Kristian Broche, Assistant Zoning Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Memo2.pdf

Description

Eastern Boulevard
Rezoning ZM-2026-02



CITY OF HAGERSTOWN, MARYLAND

Department of Planning & Economic Development

32 N. Potomac St • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

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

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kristian Broche, Assistant Zoning Administrator

DATE: March 10, 2026

SUBJECT: ZM-2026-02 - Eastern Boulevard Rezoning, Northeastern corner of Eastern Blvd and Leitersburg Pike – Follow up to Public Hearing

Rezoning:

Staff will attend the March 17 meeting to follow up on the public hearing held in this case. The Mayor and City Council held a public hearing on February 24, 2026. Following the hearing, the Planning and Zoning Department received one comment, which is attached for reference.

Next Steps:

Staff requests that Mayor and City Council determines if the property should be reclassified to CG (Commercial General) and if so, whether the rezoning should be supported by an argument of a "change in the character of the neighborhood" or a "mistake in the existing zoning" or both. If direction is received to move forward with the rezoning, findings of fact and an ordinance amending the zoning map will be prepared for introduction at the elected body's regular meeting on March 24 or April 28.

Attachments: Staff Report and Application from February 24 hearing
Comments received

FW: Comment on proposed rezoning at Eastern Blvd & Leitersburg Pike (CL to CG)

From Stephen Bockmiller <SBockmiller@hagerstownmd.org>

Date Fri 2/27/2026 12:02 PM

To Kristian Broche <kbroche@hagerstownmd.org>

You will need to mention this in your follow up email to the M/CC and attach a copy. Don't evaluate or comment on the content... just acknowledge receipt and providing as required.

SRB

From: Donna Spickler <dspickler@hagerstownmd.org>

Sent: Friday, February 27, 2026 11:43 AM

To: Stephen Bockmiller <SBockmiller@hagerstownmd.org>; Kristian Broche <kbroche@hagerstownmd.org>; Jill Thompson <jillthompson@hagerstownmd.org>

Cc: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Janet Lung <JLung@hagerstownmd.org>

Subject: FW: Comment on proposed rezoning at Eastern Blvd & Leitersburg Pike (CL to CG)

Good morning,

Here are comments from Calissa Rodriguez for the record for the rezoning – Eastern Blvd/Leitersburg Pike.

Thank you,
Donna



Donna K. Spickler

City Clerk

Phone: 301-766-4183

TDD: 301.797.6617

Email: dspickler@hagerstownmd.org

1 East Franklin Street, Room 200

Hagerstown, MD 21740

www.hagerstownmd.org



From: Calissa Rodriguez <cali@laurelfieldco.com>

Sent: Wednesday, February 25, 2026 8:34 AM

To: Council Comments <councilcomments@hagerstownmd.org>

Subject: Comment on proposed rezoning at Eastern Blvd & Leitersburg Pike (CL to CG)

Dear City Council Members,

I am writing to express my concerns regarding the proposed rezoning at Eastern Blvd and Leitersburg Pike. As a resident of 911 Marshall St and the co-owner of Laurel Field Company, a Hagerstown business focused on native plants and habitat education, I am deeply invested in the environmental health of our community.

While I support the economic development and job creation, the proposed up zoning of this parcel from CL to CG presents significant risks. This area sits over Hamilton Run, a waterway already burdened by flooding and stormwater issues. Transitioning to heavier commercial use will inevitably increase impervious surfaces and runoff, further straining our drainage systems and impacting downstream neighborhoods.

For reference, the State of Maryland has identified Hamilton Run as a flood- and stormwater-stressed area in its Water Quality and Climate Resiliency work:

<https://dnr.maryland.gov/ccs/Documents/DNR-TRA-Final-Narrative-Hamilton-Run.pdf>

I encourage the Council to prioritize the redevelopment of our existing vacant buildings and underused commercial spaces throughout Hagerstown rather than developing one of the few sites that provide critical ecological functions. Once this piece of property is up zoned and developed, these environmental impacts are irreversible.

I urge the Council to carefully consider the long-term environmental consequences of this decision. Protecting our natural areas and waterways is essential to maintaining our beautiful town.

Best regards,

Calissa Rodriguez
Laurel Field Company
Wild Washco
cali@laurelfieldco.com | (301) 547-6930
www.laurelfieldco.com



TECHNICAL STAFF REPORT - INDIVIDUAL REZONING REQUEST
MAYOR AND COUNCIL PUBLIC HEARING

Report Published: February 18, 2026
Mayor and City Council Public Review Meeting: February 24, 2026
Case Number: ZM-2026-02
Applicant: Cornerview, LLC
Applicant's Counsel: Jason Divelbiss, Esq.
Property Owner: Cornerview, LLC
Location: Northeastern corner of Eastern Blvd and Leitersburg Pike (Potomac Avenue)
City Tax Map, Block and Parcel: Map 38, Parcels 0890
Deed Reference: Liber 7669, Folio 409
Address: Eastern Blvd
Area of Tract: 3.65 acres +/-
Area requested to be reclassified: 3.65 acres +/- (See Applicant's exhibit)
Current Zoning: CL (Commercial Local)
Proposed Zoning: CG (Commercial General)
Vicinity and Proposed Zoning Map: See page 2.

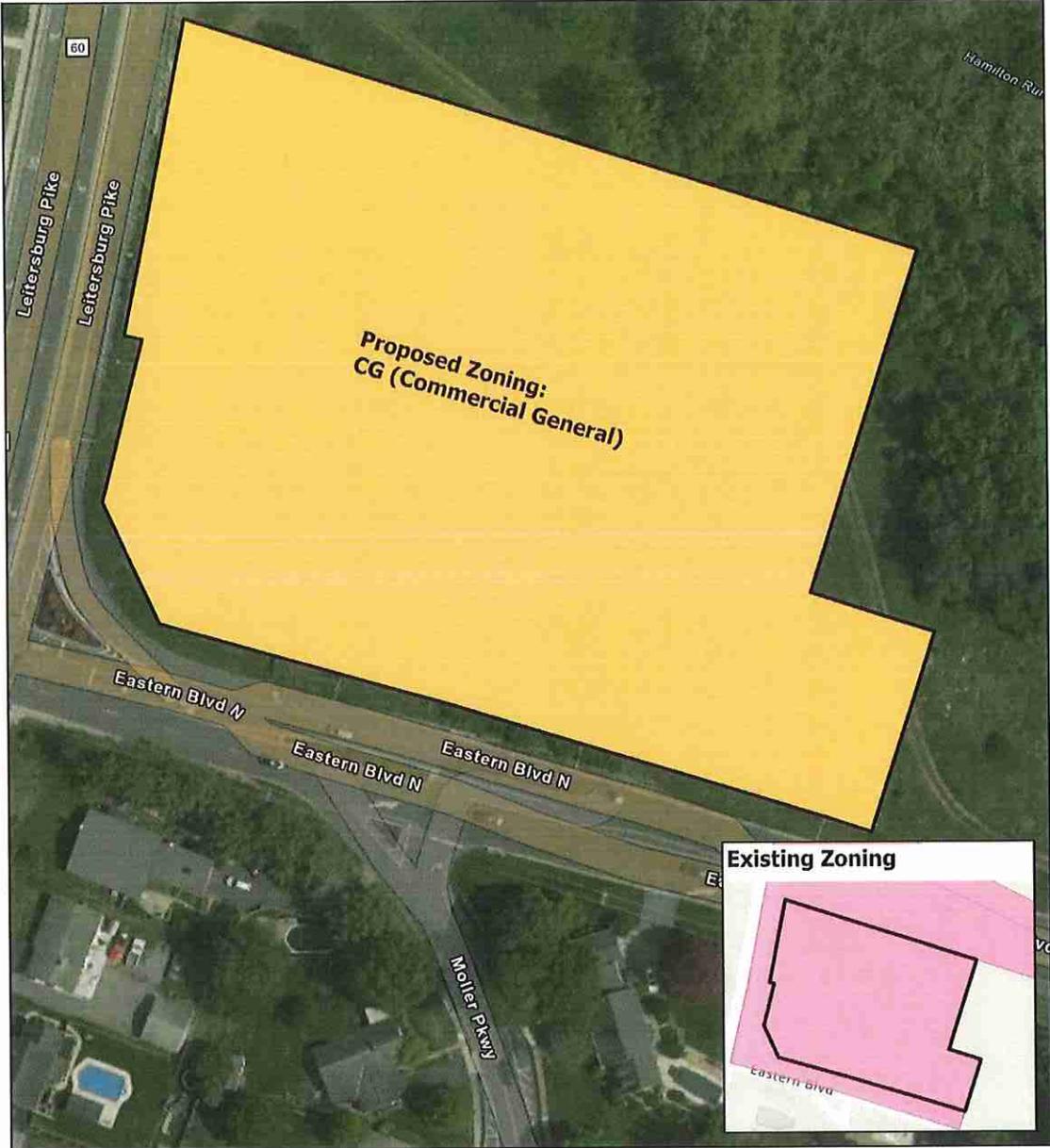
Description of Proposal:

The Applicant requests a zoning map amendment to rezone the subject property from CL (Commercial Local) to CG (Commercial General). This zoning map amendment application is not tied to a development proposal.

Executive Summary:

The Applicant asserts that the proposed zoning map amendment is justified by a mistake in zoning made during the 2020 Comprehensive Zoning, as the property's size, configuration, and topography limit its ability to be reasonably developed under the current zoning designation. In addition, the character of the surrounding neighborhood has changed since 2020 due to the significant intensification of nearby commercial development. If approved, rezoning the property to the CG District is likely the most appropriate designation, though CR (Commercial Regional) could be considered. The Planning Commission recommends approval.

Vicinity and Zoning Map:



0 110 220 US Feet



City Of Hagerstown

	ZM-2026-02	Zoning District
	Corporate Boundary	CG (Commercial General)
		CL (Commercial Local)



Proposal Narrative:

The subject property is located at the northeast corner of Eastern Boulevard and Leitersburg Pike (Potomac Avenue) and consists of approximately ±3.65 acres. The Property is currently zoned CL (Commercial - Local) and is vacant. The Property is also identified on the Future Land Use Map of the City's Comprehensive Plan as "Commercial General." It is designated as vacant or underutilized, on the Vacant and Underutilized Land Use Map indicating the City's long-term intent for commercial development at a scale greater than currently permitted under the CL zoning.

The topography of the Property significantly limits the area that is suitable for development, with steep grades reducing the practical buildable area to approximately one acre unless substantial grading improvements and/ or retaining wall are included in the development of this site. The location of the Property at the intersection of major roadways and adjacent to established commercial uses demonstrates that a higher-intensity commercial zoning designation would be compatible with the surrounding land use pattern. Additionally, the site's visibility and access from these roadways support the potential for commercially viable development that aligns with the Comprehensive Plan's guidance for the area.

Photographs of the Area to be Rezoned:



Photo 1: View north along Eastern Blvd, North, showing the area to be rezoned to the right of the road.



Photo 2: View northeast from the intersection of Eastern Blvd and Leitersburg Pike. Area to be rezoned is to the left of Eastern Blvd, and on the right side of Leitersburg Pike.



Photo 3: View south from Leitersburg Pike, showing the area to be rezoned to the left of the road.

Annexation and Zoning History:

(ZM-1998-09) GEMCO Rezoning

GEMCO Development LLC requested rezoning from "A to C2". Staff and Planning Commission felt request was unsuitable and a less intensive classification would be more appropriate. Mayor and City Council concluded neither change nor mistake had been sufficiently demonstrated and denied the rezoning.

(ZM-2001-01) Evergreen Rezoning

Evergreen had applied to rezone 3.65 acres from the "A" Zoning District labeled the "AT" District to the "C1" Zoning District now labeled the "CL" District, citing change and mistake as the basis for the request. The Planning Commission had initially recommended approval, and the Mayor and City Council had adopted an ordinance to rezone the property to "C1". Opponents had challenged the decision in court, which found that the Council had not provided sufficient findings of fact to support the rezoning. After the case was remanded and reviewed through appeal, the Council ultimately determined that the change and mistake arguments did not justify the rezoning and reverted the property to "A" Zoning. Development had continued on the property, including construction of the YMCA and Stone House Square, as well as

review of multiple residential site plans. The zoning assignment and configuration of this property continued since the Council's reversion to "A1" Zoning.

(ZM-2009-02) 2009-10 Comprehensive Rezoning

The New Comprehensive Plan had been adopted, with a land use recommendation of commercial for the area. In 2009, Phase 2 of the Comprehensive Rezoning included this property. Staff and the Planning Commission had recommended rezoning to "C4" currently labeled the "CR" District to match the Stonehouse Square zoning to the north; however, the Mayor and City Council determined that a less intensive zoning was more appropriate and rezoned the property to "POM". Development had continued in the area of the property, including the construction of a new CVS and a new McDonald's at Longmeadow Shopping Center. The zoning assignment and configuration of this property had been in place since the Council's adoption of "POM" zoning.

(ZM-2019-01) 2018-20 Comprehensive Rezoning

The New Comprehensive Plan had been adopted on April 3, 2018, as vision Hagerstown 2035, with a land use recommendation of "Business Employment" for the property. This recommendation was then amended to be classified as "Commercial General" on January 28, 2020 (R-20-01). In 2020, at the owner's request, the property had been included in the Comprehensive Rezoning and was rezoned to "CL" (Commercial Local) since attempts to market the site for POM uses were unsuccessful. Redevelopment of the area continued, including the redevelopment of the former Sears building for a Sheetz. The zoning assignment and configuration of this property had been in place since the 2020 rezoning.

Adjacent Properties:

West (Leitersburg Pike)

Properties adjacent to this site along Leitersburg Pike include a Sheetz gas station, a CVS Pharmacy, and Long Meadow Shopping Center. These properties are within the City and zoned "CR" (Commercial – Regional).

North (Leitersburg Pike)

The property adjacent to this site along Leitersburg Pike includes a vacant parcel within the flood plain of Hamilton Run that is improved with off - premises signs. This property is within the City and zoned "CL" (Commercial – Local).

East (Eastern Blvd)

Properties adjacent to this site along Eastern Blvd include Cortland Apartments improved with apartment complexes. Most of the area of this tract adjacent to Eastern Boulevard is a protected forest conservation area. These properties are within the City's "RH" (Residential – High Density) Zoning District.

South (Eastern Blvd)

Properties adjacent to this site across Eastern Blvd include single-family detached homes. These properties are within the City's "R-MOD" (Residential – Moderate Density) Zoning District.

Site Description:

The subject property consists of one parcel totaling approximately 3.65 acres located at the northeast corner of Eastern Boulevard and Leitersburg Pike. The property is unimproved and currently zoned "CL" (Commercial, Local). The site features a slope that drops approximately 25 feet from the southwest corner at the intersection of Eastern Boulevard and Leitersburg Pike to the northeast corner of the parcel, which limits the usable area to roughly one acre without significant grading or construction of significant retaining walls. The City's Comprehensive Plan designates the property as "Commercial General" and identifies it as a vacant or underutilized site. Aerial photographs illustrate the property's topography and physical constraints.

Floodplain:

Approximately 0.10 acres in the northeast of the parcel is designated 100-year floodplain on the 2017 FEMA floodplain map for the City.

Roads:

The property has approximately 300 feet of frontage along Leitersburg Pike and 450 feet along Eastern Boulevard, both classified as minor arterial roadways. Access is constrained due to limitations in establishing safe ingress and egress points to either Eastern Boulevard or Leitersburg Pike.

Water and Sewer Service:

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

Electric Service:

This tract is in the Hagerstown Light Department service area.

Fire and Police Service:

This tract has received protection provided by the Hagerstown Police Department since its annexation in 1943. First call station for fire protection is assigned to Engine 2 (Antietam Fire Company) located at 790 Potomac Avenue.

Schools:

The subject tract is in the attendance area of the following schools:

High School: North Hagerstown High School

Middle School: Northern Middle School
Elementary School: Potomac Heights Elementary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

Agency Comments:

As of the publication of this report, these agencies stated they have no comment:

1. Potomac Edison
2. Washington County Soil Conservation District.
3. Hagerstown City Engineer
4. Hagerstown Department of Public Works (which includes Parks and Recreation).
5. Washington County Health Department.
6. Hagerstown Light Department
7. Hagerstown Fire Marshal
8. Washington County Planning.
9. Washington County Public Schools.
10. Hagerstown Water Department and Wastewater Department

No comment has been received from the Maryland State Highway Administration. Any additional comments received prior to the public review meeting will be provided to the Mayor and City Council at that time.

Comprehensive Plan:

The area that is zoned CL appears on the Future Land Use Map (Map 2-7) of the 2035 Comprehensive Plan with a designation of "Commercial General", as it was amended on January 28, 2020 (R-20-01).

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – CG zoned area identified as "Vacant land."
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant.
3. Map 2-9: Plan Maryland Place Designations – Identified as being in a "targeted growth & revitalization area".
4. Map 4-1: Water and Wastewater Service Areas – Site shown as "served by City"

-
5. sewer lines and treatment plan.
 5. Map 4-2: Water and Wastewater Priority Areas – Site shown as a “Priority 1” area.
 6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
 7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – No recommendations.
 9. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25-mile radius from park space within the City.

Development of this vacant land is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown's vacant and underutilized land will be an important part of the City's overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. The property is highly visible, but has remained undeveloped when classified as “CL” or “POM” for 16 years.

Evaluation of Justification for Map Amendment:

Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General on the Future Land Use Map of the Comprehensive Plan. It is immediately adjacent to other areas that are zoned “CG” (Commercial General), “RH” (Residential - High Density), and R – MOD (Residential - Moderate Density) across Eastern Boulevard. The Future Land Use Map is a generalized map.

The area is intended for the development of the Commercial General category that specifically encourages non-retail, non-manufacturing uses (e.g. office and research), reflecting the national shift to a service-based economy. Even though the Future Land Use Map classifies this area as “Commercial General,” it is currently zoned “CL” (Commercial Local), and the applicant is proposing to change it to another commercial district, “CG” (Commercial General). In context of the overall tract, the proposed map amendment corrects an arbitrary decision made in the assignment of the zoning district boundary to this property. The Comprehensive Plan identifies this area as destined for Commercial General. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of this tract for a mixture of commercial uses. Thoughtful development of the tract as a whole is made difficult by adherence to a district boundary set in an arbitrary manner when the property was annexed nearly 50 years ago.

Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the “neighborhood” boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the “neighborhood”.

In this case, the Applicant has defined the neighborhood as the area surrounding the Property, bounded by Cortland Drive to the north, Oak Hill Avenue to the west, Eastern

Boulevard to the south, and the YMCA Property to the east. Streets and substantial physical barriers, such as Eastern Boulevard, are appropriately recognized as the geographic limits of the neighborhood for rezoning analysis.

Since the last comprehensive rezoning in 2020, numerous changes have occurred within this neighborhood. These include significant intensification of commercial development, such as the addition of pad sites at Longmeadow Shopping Center, development of Stone House Square Shopping Center, construction of the YMCA, and the redevelopment of the former Sears store into Sheetz. In addition, major improvements were made to the intersection of Eastern Boulevard and Leitersburg Pike, including widening to four travel lanes, installation of bike lanes, and construction of concrete medians.

Taken together, these changes have substantially altered the character of the neighborhood. The area has become more commercially active and capable of supporting a broader range of uses. As a result, the Property is now suitable for the wider spectrum of commercial uses permitted in the "CG" (Commercial, General) District, consistent with the purpose of providing locations for businesses of a general nature to serve the community.

However, the Maryland courts have regularly determined that developing land in accordance with the designation in the Comprehensive Plan and resulting zoning usually does not constitute a change in the character of a neighborhood since the last comprehensive rezoning. Staff questions the applicability of this and encourages to the applicant to be prepared to justify its applicability to the Planning Commission and later the Mayor and City Council.

Evaluation of the Petition Concerning the Mistake Rule

To substantiate a mistake in zoning, evidence must show that the zoning authority erred when it adopted the comprehensive zoning map. When the Property was last comprehensively rezoned in 2020, the property owner requested "CG" (Commercial, General) zoning, but the request was denied, and the Property was zoned "CL" (Commercial, Local). At that time, the City did not fully consider existing conditions or reasonably foreseeable trends, including the Property's size, configuration, and topography, all of which present challenges to safe access and development.

For there to be a "mistake" at the time of the original zoning or last comprehensive rezoning, there must be evidence (i) that assumptions or premises relied upon were invalid or incorrect, or (ii) that existing facts, projects, or reasonably foreseeable trends were not taken into account, so that the zoning decision was based on an error or misapprehension and not merely a matter of judgment.

In this case, the City's access limitation did not adequately account for the Property's practical development limitations or the surrounding growth patterns identified in the Comprehensive Plan. The more limited uses allowed under CL zoning were not sufficient to overcome the significant costs and challenges of developing the Property, which has remained undeveloped. By contrast, CG zoning would allow a broader

spectrum of commercial uses that are both economically feasible and consistent with the community's needs.

The denial of CG zoning therefore reflects a clear mistake. The current zoning restricts logical, coordinated development and does not align with the Property's potential or the trends in the neighborhood. Correcting this mistake would allow wider opportunities for the Property to be developed in a way that serves the community and makes practical use of the site.

Appropriateness of Zoning District

Under Hagerstown's Zoning Ordinance, Article 4, the CG (Commercial General) District is intended to provide locations for businesses that serve the broader community. The Property's size, shape, and location at the intersection of Leitersburg Pike and Eastern Boulevard make it well-suited for this purpose.

Although the Property's topography and access requirements make smaller scale uses difficult. The range of commercial uses allowed in the CG District include larger restaurants, retail stores, professional offices, and health care services making development feasible and practical. These uses are better suited to the Property than the limited options allowed under the current CL (Commercial, Local) zoning.

In short, CG zoning fits the Property naturally. It allows viable development that aligns with the City's Comprehensive Plan, and reflects the growth and character of the surrounding neighborhood.

One issue that the applicant will need to address is the issue of "Spot Zoning." There is no "CG" (Commercial General) zoned property adjacent to this site. Rezoning to "CR" (Commercial Regional) is consistent with the Long Meadow Shopping Center across Leitersburg Pike and would eliminate this issue. Rezoning to "CR" may be inappropriate due to the size and access to this site and inappropriate for larger uses. Also, the applicant has been asked by staff regarding this issue, and they will be prepared to explain certain facts that overcome the burden of "spot zoning."

Therefore, if the Planning Commission recommends and the elected body approves this map amendment request, only appropriate district for it to be reclassified to is the CG District if the applicant successfully overcomes the spot zoning issue.

The burden of proof is on the applicant to demonstrate "change" or "mistake."

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.

Planning Commission Recommendation

The Planning Commission held a public review meeting on this matter on January 28, 2026.

Given the content of the application, the Comprehensive Plan, the Zoning Ordinance (Article 4, Land Management Code) and the testimony provided, The Planning

Commission finds that the Applicant has made sufficient argument regarding “change in the character of the neighborhood” to warrant reclassifying this property, and if the zoning were to be changed, the requested CG (Commercial General) Zoning District is the most appropriate to apply to these sites. Although not as compelling as the argument for “change”, the Commission also believes that this application could also meet the “mistake” standard to justify the rezoning.



Kristian Broche
Assistant Zoning Administrator
Department of Planning and Economic Development

December 23, 2025

**JD LAW CO.,
INC.**
Attorney at Law

P.O. Box 202
11125 Bemisderfer Road
Greencastle, PA 17225

(301) 791-9222
(717) 593-7200

City of Hagerstown
Dept. of Planning & Econ. Development
Attn: Steve Bockmiller
14 North Potomac Street
Hagerstown, MD 21740

**Re: NE Corner of Eastern Blvd. / Leitersburg Pike
Zoning Map Amendment – CL to CG**

Dear Steve:

On behalf of the property owner, Cornerview LLC, please accept the within letter in support of the application for Zoning Map Amendment to change the zoning classification for the vacant property located at the NE corner of Eastern Boulevard and Leitersburg **Pike from CL (Commercial, Local) to CG (Commercial, General).**

The subject property consists of +/- 3.65 ac. (TM 38, Parcel 890, Tax ID No. 21-032522) (the "**Property**"). See attached rezoning exhibit.

The Property is currently zoned CL (Commercial, Local) and is bounded by large areas of CR (Commercial, Regional) zoning to the north (Stone House Square Shopping Center) and west (Longmeadow Shopping Center). See attached Current City Zoning Map.

To the south and east, the Property is bounded by residential areas of RMOD ((Residential, Moderate Density) and RH (Residential, High Density), respectively.

In the City's Comprehensive Plan, the Property is assigned the "Commercial General" Future Land-Use classification and identified as a Vacant / Underutilized parcel. See attached maps.

However, the true nature and character of this Property is most vividly illustrated by the attached aerial photographs showing the mature developments and significant, multi-lane roadways which surround it.

Although the Property consists of +/- 3.65 acres, as can be seen by the aerial photographs, it is handicapped by severe topography which effectively limits its useable area to closer to +/- 1.0 acre which can only be increased via expensive grading work.

For over 25 years, the various owners of this Property have sought to have its zoning changed to a classification that recognizes the reality of the surrounding area and the physical constraints of the Property itself.

Zoning History

1998 - Request to rezone from A (Agricultural) to C2 (Commercial - General) denied.

2001 - Request to rezone from A (Agricultural) to C1 (Commercial - Local) approved but reversed and remanded by the Circuit Court for lack of sufficient findings of fact and conclusions of law by the City Council.

2004 - The City Council, on remand, reached a different conclusion on the matter and "repealed" the previous rezoning and "reinstated" the A (Agricultural) zoning for the Property.

2008 - Comprehensive Plan recommends "Commercial" Future Land-Use Classification.

2009 - Despite staff's recommendation of C4 (Regional Shopping Center) and property owner's request for C2 (Commercial - General), City Council adopts the Comprehensive Rezoning assigning POM (Professional Office - Mixed) zoning classification to the Property.

2018 - Comprehensive Plan recommends "Business Employment" Future Land-Use Classification.

2019 - Comprehensive Plan amended to recommend "Commercial General" Future Land-Use Classification

2020 - Despite property owner's request for CG (Commercial - General), City Council adopts Comprehensive Rezoning assigning CL (Commercial - Local) zoning to the Property.

Maryland "Change or Mistake" Rule in General

As explained by the Courts and captured in the City's Land Management Code (Article 4, § A(9)(a)), in Maryland a request to change a property's zoning classification must first be supported by strong evidence of either (i) mistake in the original zoning (or the most recent comprehensive rezoning); or (ii) substantial change in the character of the neighborhood. See, Stratakis v. Beauchamp, 268 Md. 643, 652-653 (1973), which also characterizes "strong evidence" as being sufficient to make the issue "fairly debatable."

A more liberal standard of what constitutes change or mistake is applied in cases such as this one in which the request is to change the subject Property's zoning from one classification to another within the same general land-use category (e.g. residential to another residential or commercial to another commercial) rather than from one land-use

category to another (i.e. residential to commercial or commercial to industrial). *See, Tennison v. Shomette*, 38 Md. App. 1, 6 (1977).

Change in the Character of the Neighborhood

There are essentially three (3) elements to be established in a case contending there has been a substantial change in the character of the neighborhood:

- (a) What area constitutes the "neighborhood" of the subject property;
- (b) The changes that have occurred in that "neighborhood" since the original zoning (or last comprehensive rezoning affecting the property); and
- (c) That the changes resulted in a change to the character of the "neighborhood" that justify reclassification of the property to the requested zoning.

See, Montgomery v. Board of County Commissioners for Prince George's County, 256 Md. 597, 602 (1970).

Neighborhood

What constitutes the "neighborhood" is not to be precisely or rigidly defined but instead is defined differently in each case as the area within the immediate environs of the subject property and depends upon geographic location property, whether it is an urban, rural or semi-rural area and other such relative characteristics. *See, Clayman v. Prince George's County*, 266 Md. 409, 418 (1972).

In this case, the Property is located within the "neighborhood" bounded by the following, all of which are +/- 1,000 - 1,500' from the Property with the exception of Eastern Boulevard which is directly adjacent:

- Cortland Drive to the North;
- Oak Hill Avenue to the West
- Eastern Boulevard to the South
- The YMCA Property to the East

Although not always the case, streets, highways or other substantial physical barriers are appropriately recognized as the geographic confines of a "neighborhood" for the purpose of rezoning analysis. *Brown v. Wimpress*, 250 Md. 200, 205 (1968).

Changes in the Neighborhood

When evaluating the effect and sufficiency of changes which have occurred in the neighborhood, (i) they should be considered in the aggregate, not isolation. *See, Bowman Group v. Moser*, 112 Md. App. 694, 700 (1996); and (ii) changes occurring prior to the original zoning (or last comprehensive rezoning) may be considered in conjunction with other changes occurring after said zoning or rezoning. *See, Buckel v. Board of County Commissioners of Frederick County*, 80 Md. App. 305, 311 (1989).

Numerous changes have occurred within the "neighborhood" in which this Property is located, both prior to and following the last comprehensive rezoning affecting the Property in 2020. Those changes include at least the following:

- Drastic intensification of the commercial areas surrounding the Property, including (i) the addition of pad sites within the Longmeadow Shopping Center - Fulton Bank(2002); McDonald's (2012) and CVS (2012); (ii) development of the Stone House Square Shopping Center (2007); (iii) development of the YMCA (2001); and (iv) re-development of the old Sears store into Sheetz (2024).
- Expansion and improvement of the Eastern Boulevard and Leitersburg Pike intersection and abutting roadways (2008), with Leitersburg Pike, classified as a "Minor Arterial" roadway now having four (4) travel lanes, a bike lane and concrete median; and Eastern Boulevard, also classified as a "Minor Arterial" roadway, now having four (4) travel lanes and a concrete median.

It is indisputable that the cumulative effect of these changes in the "neighborhood" have made the Property suitable for the broader spectrum of commercial uses permitted in the CG (Commercial, General) zoning district the purpose of which is: "To provide locations for businesses of a general nature to serve the community." Land Management Code, Article 4, § F (1)(b).

Several examples of uses principally permitted in the CG (Commercial, General) zoning district that would be appropriate for the Property, but are not permitted by the Property's current CL (Commercial, Local) zoning include:

- Ambulatory Health Care Services (not including outpatient substance abuse centers);
- Finance and Insurance Offices;
- Business and Professional Offices;
- Professional, Scientific & Technical Services;
- Veterinary Services;
- Restaurants larger than 3,000 sf.;
- Retail Stores larger than 5,000 sf.; and
- Automotive Repair & Maintenance.

At one point in time the Property may have only be suitable for the more limited uses permitted in the CL (Commercial, Local) district, but that time has passed and rezoning the Property to CG (Commercial, General) is justified and appropriate.

Mistake

For there to be a "mistake" at the time of the original zoning (or last comprehensive rezoning) there must be evidence (i) that there were assumptions or premises relied upon that were invalid or incorrect; or (ii) that existing facts, projects or reasonably foreseeable trends were not taken into account, so that essentially the original zoning (or last comprehensive rezoning) was premised on an error or misapprehension and not just an occasion of bad judgment. See, Boyce v. Sembly, 25 Md. App. 43, 50-51 (1975).

When the Property was last comprehensively rezoned in 2020, it was against the wishes of the property owner (then the YMCA) who requested the CG (Commercial, General) zoning classification.

As explained in the letter and supporting exhibits submitted by the property owner's counsel in November 2018, a copy of which is attached hereto, the City's Comprehensive Plan prioritizes the use and development of vacant and underutilized parcels of land such as the Property. See attached excerpts from the Economic Development and Growth Management and Land Use elements of the Comprehensive Plan.

However, in this case, the Property's size, configuration and topography present difficult challenges to its development and utilization, specifically:

- (1) gaining safe points of ingress/egress to Eastern Boulevard and/or Leitersburg Pike, consistent with all design, sight distance and other regulations of the City of Hagerstown, Washington County and the State Highway Administration; and
- (2) creating sufficient useable area to justify the development costs of the Property.

Counsel's letter in November 2018 went on to point out that the Comprehensive Plan identified Leitersburg Pike and Eastern Boulevard / Northern Avenue as areas most suitable for "Commercial General" land-uses and since the Property sits at the intersection of these two roadways "it is logical that the Property should fall under the Commercial General designation for future land-use" and zoning.

These existing facts and reasonably foreseeable trends were not sufficiently taken into account in 2020 when the then property owner's request was disregarded and the Property was zoned CL (Commercial, Local) rather than CG (Commercial, General).

As confirmed by the more than five (5) additional years that have elapsed with still no development activity proposed for the Property, this decision by the City was premised on the misapprehension that the size, configuration and topography of the Property were not material impediments to its development and use and that the more limited uses permitted in the CL (Commercial, Local) zoning district were the most appropriate for the Property.

In reality, given these impediments and the significant cost required to overcome them, the broader spectrum of commercial uses permitted in the CG (Commercial, General) are more suitable to the Property than the more limited uses permitted in the CL (Commercial, Local).

Conclusion

For the foregoing reasons, the requested rezoning of the Property from CL (Commercial, Local) to CG (Commercial, General) is justified on the grounds of either substantial change in the character of the neighborhood or mistake in the last comprehensive rezoning.

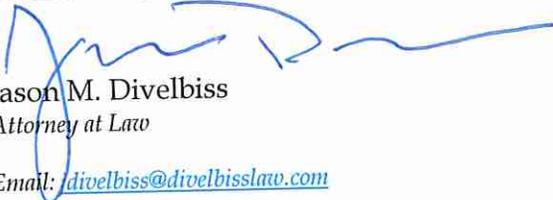
Moreover, the requested CG (Commercial, General) zoning is consistent with the City's Comprehensive Plan and with the zoning classifications and uses of the surrounding properties.

The Property has approximately 300' of frontage along Leitersburg Pike and 450' along Eastern Boulevard, both major transportation corridors where commercial development should be located and the relatively recent intersection improvements have the intersection and surrounding road network operating better than at any other time in recent memory.

For these reasons, the Applicant / Property Owner respectfully requests that the requested rezoning from CL (Commercial, Local) to CG (Commercial, General) be approved.

Very truly yours,

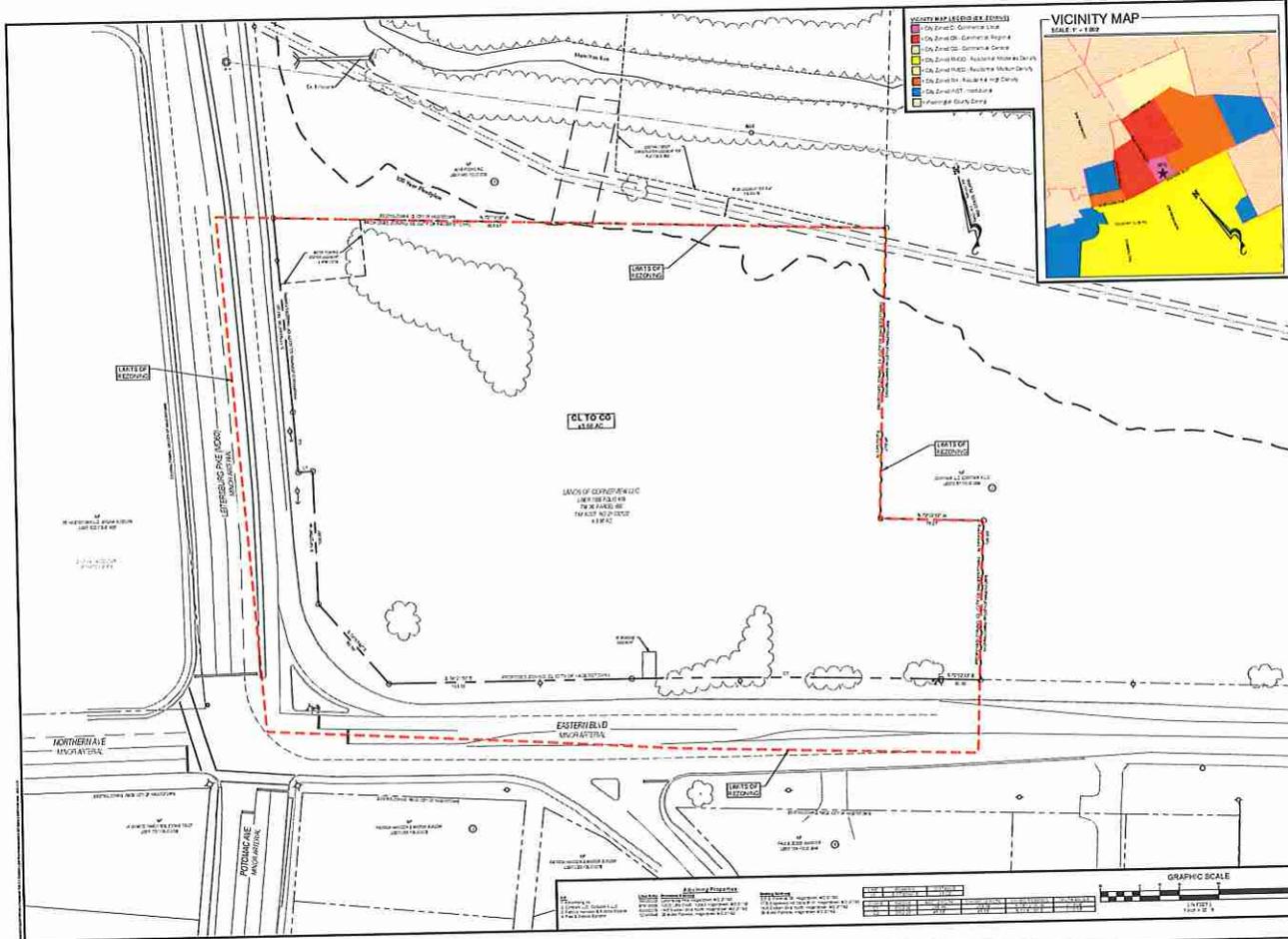
JD LAW CO., INC.



Jason M. Divelbiss
Attorney at Law

Email: divelbiss@divelbislaw.com

Rezoning Exhibit



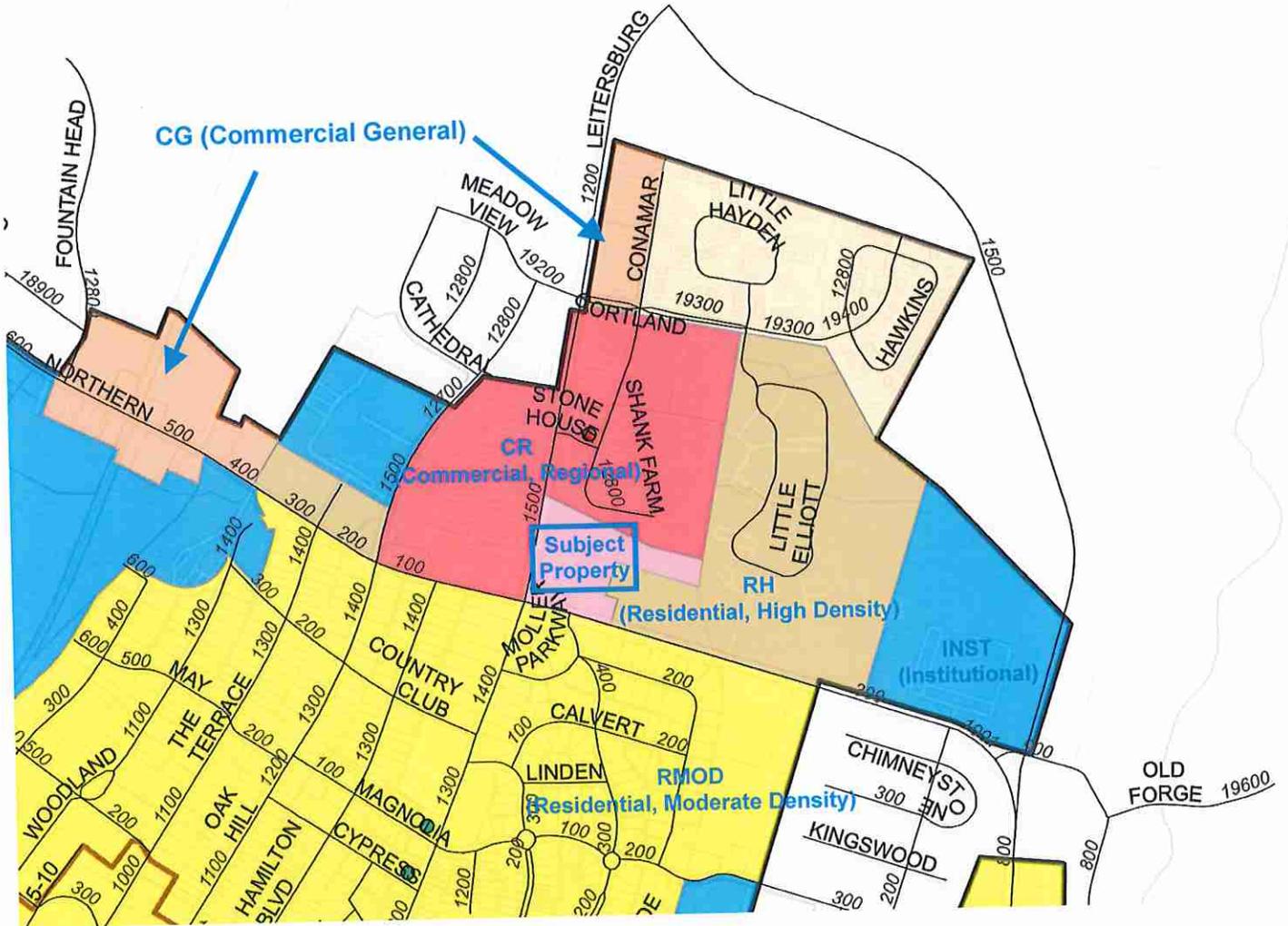
FS&A
FULL SERVICE & ASSOCIATES
 1000 ...
 ...

CORNERVIEW REZONING
 CITY OF ...
 WASHINGTON COUNTY, MARYLAND

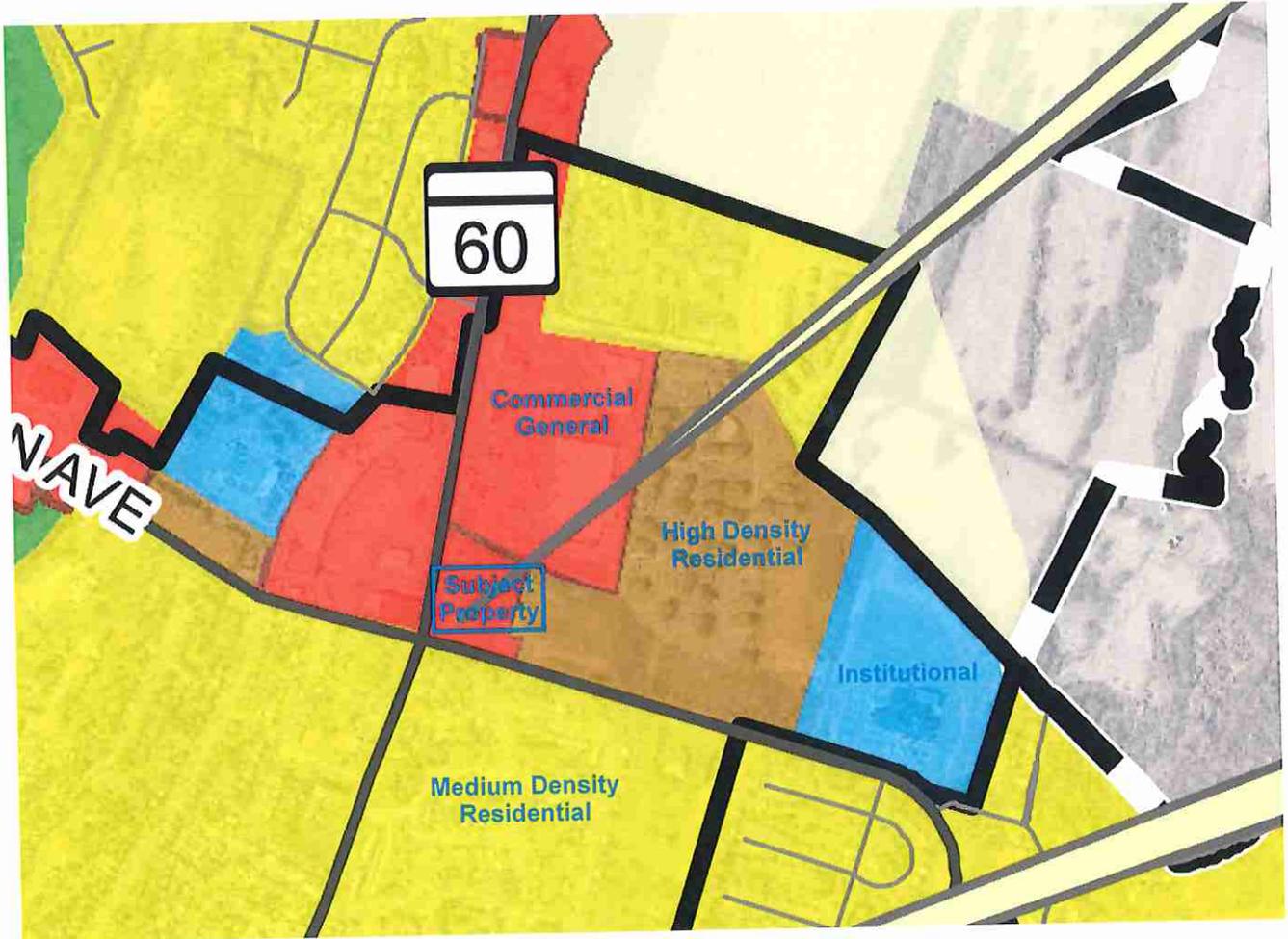
ZONING EXHIBIT

SHEET 01 OF 01

Current City Zoning Map



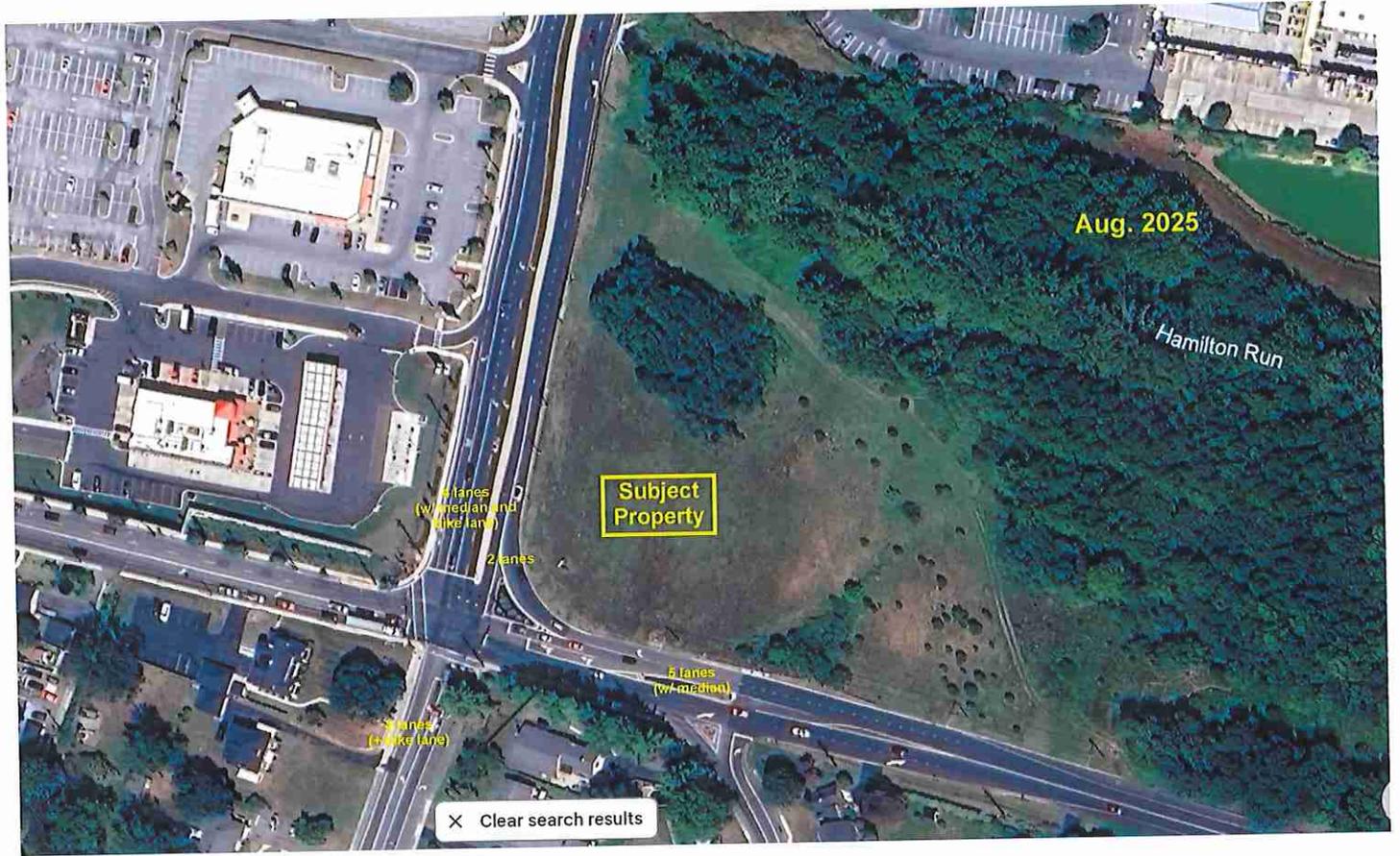




Aerial Photograph (Vicinity w/ Neighborhood)



Aerial Photograph (Property)



Growth Management and Land Use

Introduction

This element discusses growth and land use issues in and around the City of Hagerstown. This element, combined with data in the Introduction and Water Resources elements, is intended to meet the requirements of the Municipal Growth Element (pursuant to House Bill 1141). This element sets forth policies to guide future residential and non-residential development, annexation, and redevelopment of vacant and underutilized areas. This element contains the future land use plan for the city and its growth area.

Goals

1. Channel future growth in a way that strengthens the City's role as the provider of urban services to the Hagerstown Urban Growth Area, and as the economic, cultural, and institutional center of Washington County.
2. Enlarge the city's corporate boundaries in order to become a stronger city, increase economic development, deliver urban services in an efficient manner, and promote fiscal stability.
3. Physically integrate the proposed growth area with existing developed areas of the city.
4. Re-use and revitalize vacant and underutilized land, to support economic development and neighborhood enhancement goals.
5. Re-align the Medium-Range Growth Area (MRGA) to include areas where growth is more likely to occur and to de-emphasize areas where growth is not likely to happen within the next 20 years.

Issues Addressed by this Element

1. The City of Hagerstown and the Hagerstown region continues to grow slowly in the aftermath of the housing downturn and the 2007-2009 recession. Some of this growth is occurring outside of the city, further diminishing Hagerstown's role as the region's primary provider of urban services.
2. Hagerstown needs to expand its corporate boundaries in order to harness the fiscal benefits of regional growth. In pursuing such expansion, the City must consider a host of issues, including where and how much to grow, how to provide public services to these areas, how to physically integrate existing neighborhoods and commercial areas into the city, and how to coordinate annexation efforts with Washington County's plans and policies.
3. Undeveloped or underutilized industrial land accounts for more than 8 percent of the city's land area. Re-use and revitalization of these areas is an important goal for the city and as such is the Priority 1 area for the provision of City water and wastewater service.

Economic Development

Introduction

Many of the elements of *visionHagerstown 2035* address the city's economic development and fiscal health issues. This chapter brings those discussions together in one place, and establishes the full set of goals, policies, and implementation actions for economic development in Hagerstown.

Goals

1. Attract higher-wage employment to the city.
2. Promote development and redevelopment of vacant and underutilized land in a way that contributes to the city's fiscal base.
3. Capture a larger share of the region's retail and tourism spending.
4. Reinforce downtown Hagerstown's role as the region's government, economic, educational, institutional, arts, and cultural center.
5. Grow the city's fiscal base to support capital improvements, programs, and staffing needs.

Issues Addressed by this Element

1. Large amounts of vacant and underutilized land exist in the city.
2. Limited high-wage and service-sector employment in Hagerstown.
3. Sustaining the momentum for long-term downtown revitalization.
4. The city's limited share of the region's retail and tourist activity.
5. The need for additional and/or specialized education to prepare citizens for employment in higher-paying industries.
6. The challenges of high unemployment and concentration of poverty in the city.

Employment of City Residents

Figure 3-1 shows employment of residents in Hagerstown with a comparison between 2013 and 2010 Census estimates. The figure represents the sectors in which Hagerstown's residents work, not the sources of employment within the city. Almost all of the agricultural and mining workers, for instance, go outside the city limits to work. The ACS estimated Hagerstown's population at 40,243 in 2013. Of these, 30,977 were over age 16. However, the city labor force was 20,326: over 10,000 are not in the labor force due to retirement, disability, continuing education, or some other reason. In 2013, 65.6% of residents over 16 years of age were in the labor force and 87% (17,689) of the labor force was employed. In 2013, approximately 44% of the overall population was employed.



WILKINSON LAW

19638 LEITERSBURG PIKE - SUITE 200
HAGERSTOWN, MARYLAND 21742
p 301.766.7007

November 2, 2018

Megan Flick
Planning & Zoning Department
1 East Franklin Street; Suite 300
Hagerstown, MD. 21740

RE: Comprehensive Rezoning Request

Dear Ms. Flick:

I represent the Young Men's Christian Association of Hagerstown, Maryland, Inc. ("YMCA"). The YMCA owns a vacant parcel of ground at the northeast corner of Eastern Boulevard and Leitersburg Pike/MD Route 60 ("Property"). The parcel consists of 3.656 acres of land and is currently zoned Professional Office Mixed-Use (POM) in the City's Zoning Ordinance. The Deed and SDAT Account information is enclosed herein.

I understand the City is beginning a Comprehensive Rezoning with the visionHagerstown 2035 Comprehensive Plan providing the guiding principles. On behalf of the YMCA, I respectfully request that the Property be considered for rezoning within the comprehensive update.

One of the primary goals outlined in visionHagerstown 2035 is to promote the development and redevelopment of vacant and underutilized land. In particular, the development of vacant land is noted as Goal #2 in the Economic Development chapter and Goal #4 in the Growth Management and Land Use chapter. The property is designated as vacant parcel 3 on Map 2-5 and is targeted for development on Map 2-9.

Map 2-7 designates the future land use of the Property as Business-Employment. The Business-Employment designation carries with it the compatible zoning districts of POM and I-MU. Unfortunately, due to the particular contours and lay of the land and the use restrictions associated with POM, the likelihood of any development of the Property in its current POM classification is low.

Based on previous communications with the City, it is understood the City would like to see a mixed-use office building at the location, something similar to the Lyles Center located northward on Conamar Drive. David Lyles, developer of the Lyles Center, has provided an opinion letter enclosed herein outlining why the Property is not attractive to a developer for a mixed-use office building. See Exhibit A. Mr. Lyles previously had the Property under contract in order to develop it, but he could not find a POM end user to make the purchase viable. In addition, the YMCA has attempted to market the property as POM through Taylor Bowen and Berkshire Hathaway Real Estate. Marketing of the property has been unsuccessful as indicated by Mr. Bowen's letter enclosed herein. See Exhibit B. Simply put, there is no market for the Property while zoned as POM.

Looking to Maps 2-1 and 2-7, the Property is completely surrounded by medium and high-density housing to the south and east, and commercial general uses to the north and west. Keeping a small island of Business-Employment POM within the sea of general commercial uses and housing seems to be putting a square peg in a round hole.

According to Figure 2-9 of the Growth Management and Land Use chapter, the areas determined by the City most suited for Commercial General include Leitersburg Pike, Eastern Boulevard, and Northern Avenue. Given that the Property is at the intersection Leitersburg Pike, Eastern Boulevard, and Northern Avenue, and is contiguous to the Commercial General corridor of Leitersburg Pike, it is logical that the Property should fall under the Commercial General designation for future land use. Interestingly, the Business-Employment designation (with its POM zoning classification) at Figure 2-9 does not list the Leitersburg Pike/Eastern Boulevard/Northern Avenue corridor as an appropriate location for Business-Employment uses.

In summary, visionHagerstown 2035 identifies the YMCA's Property as vacant and targets it for growth. According to the realtor attempting to sell the property and the developer who most recently built a mixed-use office building in the immediate area, the current POM designation completely limits the ability of the land to be developed. The current designation as POM (and thereby Business-Employment) ignores that all of the surrounding uses and future uses are Commercial General and medium to high-density housing. As currently zoned, the Property is an island by itself that cannot be developed. A new Commercial General designation would be in keeping with visionHagerstown 2035's directives that the Leitersburg Pike/Eastern Boulevard/Northern Avenue corridor be Commercial General, that this property be targeted for growth, and that the City promote the development and redevelopment of vacant and underutilized land.

Request is respectfully made for a rezoning of the Property from POM to Commercial General (CG) as part of the Comprehensive Rezoning. If there are other requirements necessary to make this rezoning request, please contact me. Of course, I am happy to provide any additional materials you need and to meet at your convenience to discuss how to take this property off the list of vacant land and add it to the list of the productive land creating tax income for the City.

Very truly yours,

A handwritten signature in cursive script that reads "Andrew F. Wilkinson". The signature is written in dark ink and includes a horizontal line extending to the right from the end of the name.

Andrew F. Wilkinson
Attorney at Law

Email: afw@afwlegal.com



David C. Lyles
David Lyles Developers, Ltd.
19638 Leitersburg Pike, Suite 201
Hagerstown, MD. 21742

October 15, 2018

Megan Flick
Planning & Zoning Department
1 East Franklin Street, Suite 300
Hagerstown, MD. 21740

RE: Comprehensive Rezoning Request

Dear Ms. Flick:

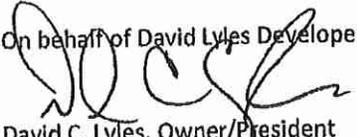
David Lyles Developers is a commercial and residential development company with 30 years of business in and around Washington County, Maryland. I am writing in support of the rezoning for the vacant, 3.656-acre parcel of ground at the northeast corner of Eastern Boulevard and Leitersburg Pike ("Property") which is currently zoned Professional Office Mixed-Use (POM).

A few years ago, we had the Property under contract prior to the YMCA's ownership. We studied the Property, understood its potential, and marketed accordingly. In a six-month period, we had plenty of interest – none of which was from a POM user. Ultimately, we withdrew our contract; the POM zoning presented an insurmountable battle for our firm at the time.

The topography of the Property warrants extensive land development as well as a retaining wall. The significant land development cost hinders a worthwhile investment for an end user; the cost would never be recouped in a POM usage. Even if an owner could manage the up-front costs, those costs would be passed on to the tenants which would discourage tenancy. In a Commercial General (CG) scenario, a retail tenant, that can afford a higher rent, would alleviate the extensive land development costs for an owner long-term.

The Property is surrounded by CG and housing zones. The Property's size and location do not create a transition zone between housing and commercial uses; keeping it as POM does not serve as a transitioning purpose. The position of the Property fits well with CG. The visibility this Property boasts would be better suited for retail; and there are plenty of rooftops to promote a CG user.

I am confident that the rezoning of this property to Commercial General will be fruitful for the community. If you need any further information, I can be contacted by (301) 733-0131.

On behalf of David Lyles Developers,

David C. Lyles, Owner/President

EX. A

October 17, 2018

Planning and Zoning Department
City of Hagerstown
1 East Franklin Street, Suite 300
Hagerstown, MD 21740

RE: Letter of Support for Comprehensive Rezoning Request

Dear Kathy and Megan:

I currently represent the vacant parcel of land located at the corner of Potomac Ave and Eastern Blvd owned by the YMCA. We have had the property actively listed for sale since April 2018. We use several regional and national websites specifically geared to commercial real estate and land development; including CoStar and Loopnet. In addition, we have two large 4x8 foot double-sided signs facing each adjacent street.

At this point we have been unsuccessful in securing any significant interest in the property. In my opinion, one of the greatest hinderances to a sale here is the current zoning of Profession Office Mix (POM). The immediate area currently supports retail and general commercial uses. POM, which is geared towards office development, is not only in lower demand in our region in large part due to some oversupply, but this particular parcel is not ideal for office development for several reasons.

There are several large office buildings further up Potomac Ave and onto Leitersburg Pike and well as Northern Ave. Many of the office buildings have had vacancy for a significant period of time. POM also provides for medical uses. In addition to handling property management for Meritus Medical Center's current interests, my firm and I, specifically, am also their exclusive leasing representative. With the near completion of the north end medical facility off Maugans Ave, demand for additional medical space in this area will be minimal for the foreseeable future. And when they do have medical space requirements, they usually prefer to be closer to their current campus which is too far for this parcel to be considered for any medical development. Aside from low demand, the parcel has some topography challenges and access issues that also make office development cost prohibitive; especially when considered on top of the other noted challenges. This will eliminate the property from consideration for most office investors; regardless of where we price the land.

We have received a number of inquiries since we began our marketing efforts but nearly every one of them was for a retail or general commercial use. This is supported by the adjacent properties and its position on the corner of a well-travelled, lighted intersection lends itself to these uses. With Stone House Square and Longmeadow Shopping Center in the immediate

EX. B

vicinity, I believe this parcel would provide a value to the area and nearby residents by allowing it to continue to support those adjacent uses.

I hope that you will give strong consideration to the request to allow this property to be rezoned as Commercial General (CG), as I believe it will allow it to evolve from a raw, vacant parcel providing no benefit to the community to an improved asset that will not only raise the value of the site but also enhance that corner and the immediate area.

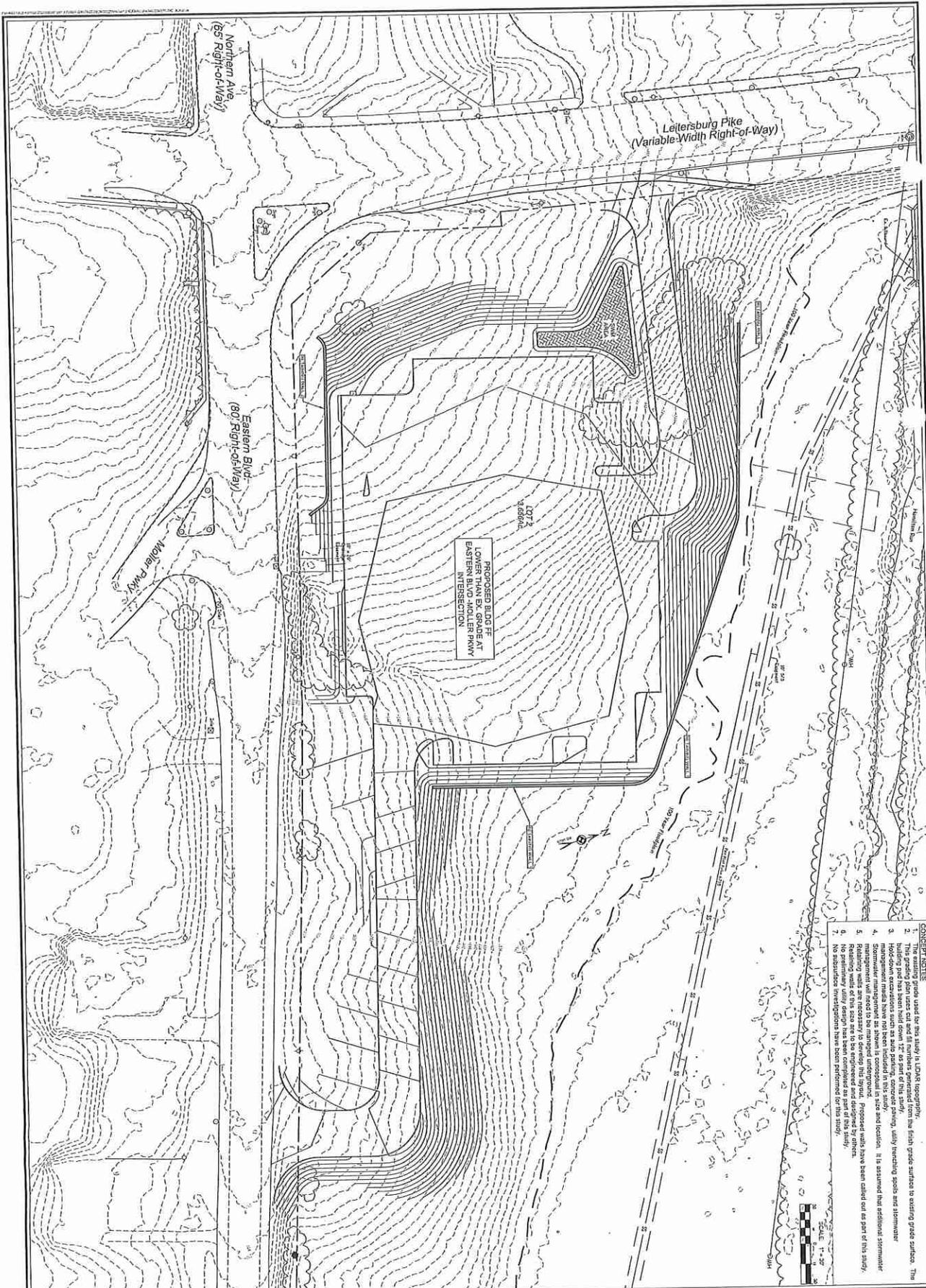
Sincerely,



Taylor Bowen

Broker/Owner

Berkshire Hathaway Bowen Realty



- CONCEPT NOTES**
1. The existing grade used for this study is LDR's topography. The building and has been laid down 12" as part of this study.
 2. Hold-down excavations such as auto parking, concrete piling, utility trenching, and stormwater management as shown is conceptual in size and location. It is assumed that additional stormwater management will need to be managed underground.
 3. Retaining walls are necessary to be proposed with this study. Retaining walls have been called out as part of this study.
 4. No preliminary utility design has been completed as part of this study.
 5. No subsurface investigations have been performed for this study.

Applicant Exhibit #2

PROJECT	CONCEPT GRADING EXHIBIT
SHEET	01 OF 01
DATE	11-28-20
SCALE	1" = 20'
DESIGNER	FSAO
CLIENT	CORNERVIEW LLC
LOCATION	LOT 2, EASTERN BLVD, WASHINGTON COUNTY, MO

NOT APPROVED FOR CONSTRUCTION

CORNERVIEW LLC
LIMITED COMPANY INCORPORATED IN THE STATE OF MISSOURI
 EASTERN BLVD AND LOT 2, WASHINGTON COUNTY, MO
 WASHINGTON COUNTY, STATE OF MISSOURI
 LOCAL REPLICATOR

FSAO
FRENCH ROBERT & ASSOCIATES, INC.
 1000 S. WASHINGTON ST., SUITE 100
 WASHINGTON, MO 64791
 PHONE: (660) 871-1111
 FAX: (660) 871-1112
 WWW.FSAO.COM

DATE PLOTTED: 11/28/20
 PLOTTED BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 APPROVED BY: J. H. HARRIS

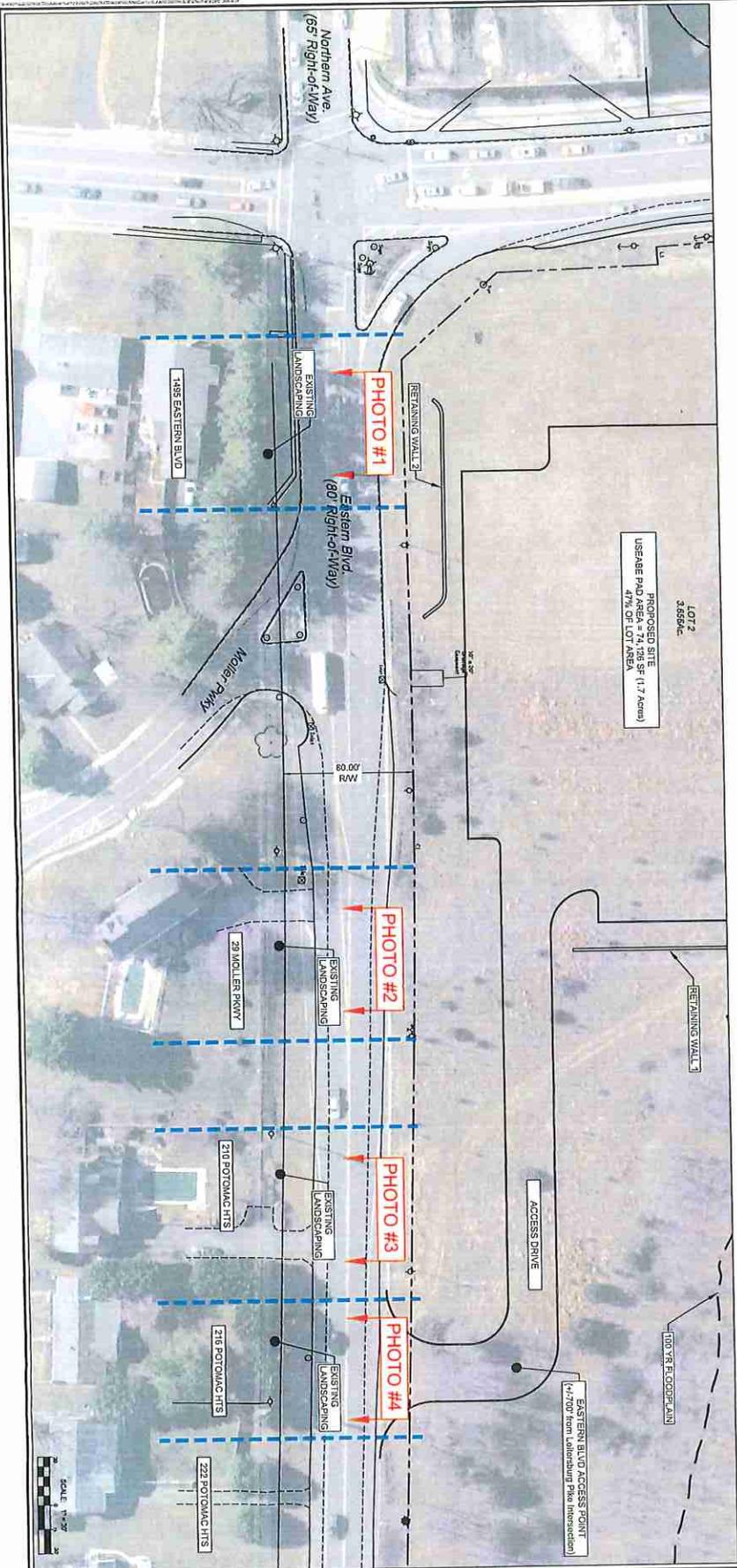


PHOTO #1: SIDE OF 1495 EASTERN BLVD



PHOTO #2: REAR OF 29 MOLLER PKWY- ALONG EASTERN BLVD

Applicant Exhibit #3



CORNERVIEW LLC
 1495 EASTERN BLVD
 WASHINGTON COUNTY, STATE
 21742

FSAO
 FREDERICK ASSOCIATES INC
 1000 WASHINGTON BLVD
 FREDERICK, MD 21701

NOT APPROVED FOR CONSTRUCTION

SHEET 01 OF 02

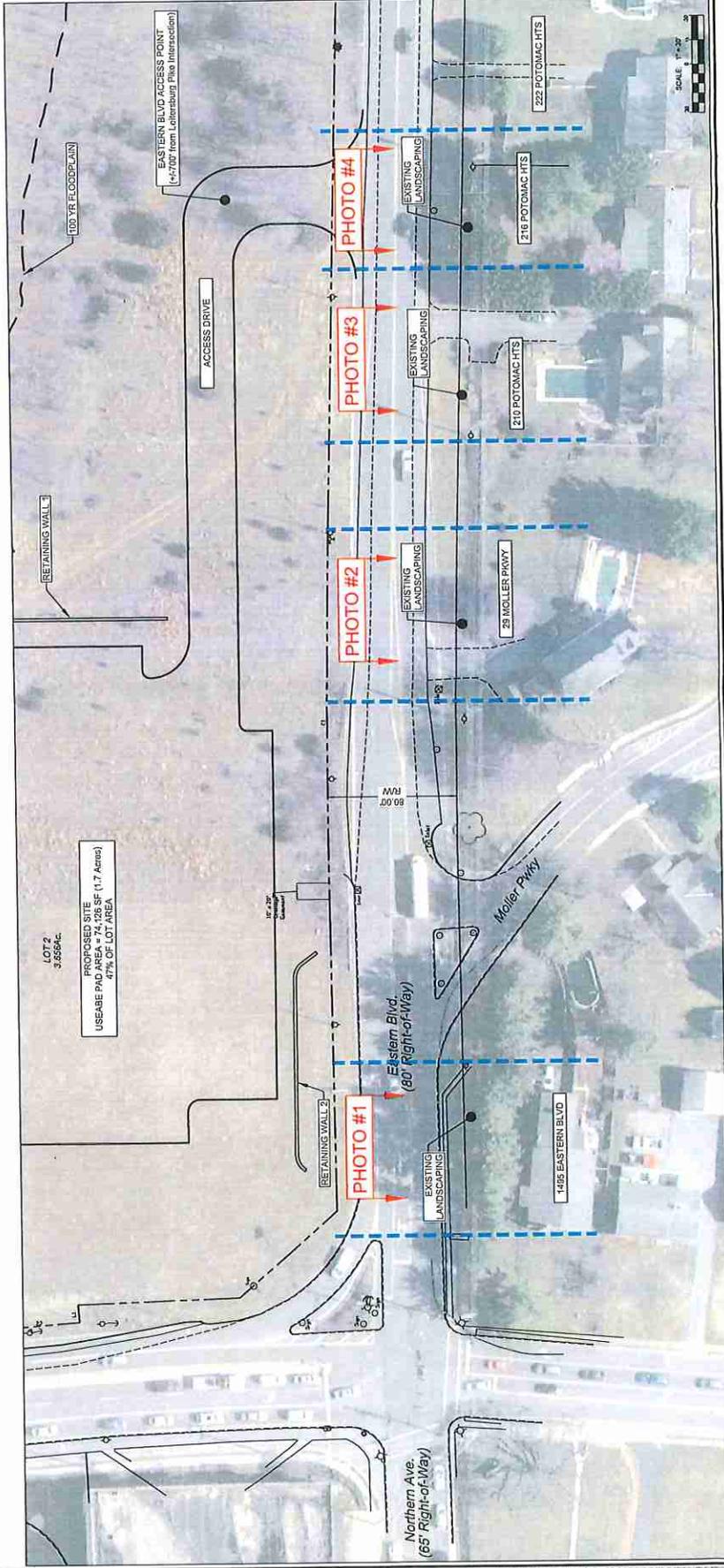
Applicant Exhibit #4



PHOTO #4: REAR OF 216 POTOMAC HTS ALONG EASTERN BLVD.



PHOTO #3: REAR OF 210 POTOMAC HTS ALONG EASTERN BLVD.



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

Topic:

Collective Bargaining Agreement: AFSCME 1540 – *Don Francis, Director of Human Resources*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

1540_Work_Session_Memo_3-17-2026.pdf

Description

Memo: AFSCME 1540
Tentative Agreement



CITY OF HAGERSTOWN, MARYLAND

Don Francis, SHRM-SCP, SPHR, IPMA-SCP
Director of Human Resources

One East Franklin Street • Hagerstown, MD 21740

E-mail: dfrancis@hagerstownmd.org

Telephone: 301.739-8577, ext. 109 • Website: www.hagerstownmd.org

DATE: March 17, 2025
TO: Scott Nicewarner, City Administrator
FROM: Don Francis
RE: AFSCME Local 1540 Tentative Agreement

On February 23, 2026, City staff and AFSCME Local 1540 reached a tentative agreement. Local 1540 voted affirmatively to approve the contract on March 10.

Attached are the contract changes agreed upon. Of note is a par offer of FY26 – 3%, FY27 – 5%, and FY28 – 4%, change in the healthcare language allowing a change in employee premiums, allowing for bi-weekly pay, and a significant modification of the “me-too” clause that removes salary coverage but adds a me-too for bonuses or stipends paid to other employee groups.

I will be available to meet with the Mayor and Council in the March 17, 2025 work session to discuss the contract changes should they wish to do so.

If you have any questions, please feel free to contact me.

Attachment: AFSCME Local 1540 contract changes



Attachment

LOCAL 1540
CHANGES TO COLLECTIVE BARGAINING AGREEMENT
2025-2028

Art. 2, Sec. 2a

Each employee who, on the effective date of this Agreement, is eligible to become a member of the Union or who shall thereafter become a member, shall pay union dues uniformly charged by the Union for membership should they decide to become a member. Employees hired on or after the effective date of this Agreement may, when hired, become members of the union with the understanding they, nor the union can grieve/arbitrate termination while on probation or the extension of the employee's probation. upon completion of their probationary period, may become a member of the Union.

Art. 7, Sec. 1

Employees required to work on the day on which a holiday is observed shall be paid the applicable overtime rate for all hours worked in addition to holiday pay as follows:

- a) ~~One and one-half times~~ Double time the regular rate for all hours worked on a holiday which occurs during the first five (5) days of their work week.

Art. 8, Sec. 1 (add language that was previously agreed to)

There shall be no vacation time earned or accrued during the first six (6) months of continuous service. Upon completion of six (6) months of service and successful completion of their probationary period, employees will be credited with 40 hours of vacation time.

Art. 8, Sec 5, (Removed Section)

~~Vacation pay in one week increments may be received in advance, provided, that the employee gives seven (7) calendar days written notice to the City's Finance department. (This has never been used)~~

Art 9 (change in wording)

~~*In the event that any other employee group is provided a more gradual phase down of this program, it will be applied to AFSCME 1540 on the same schedule~~

**** In the event that any other employee group (Union or non-union) is provided with a more generous package for sell back of sick leave, AFSCME 1540 will be treated equally.**

Art 13, Sec 1 (Memorialize 4x10 days)

The regular hours of work each day shall be consecutive, ~~except for lunch periods of those clerical and technical employees assigned by the City to thirty (30) minutes unpaid lunch period.~~ Field personnel and personnel working continuous operations receive a twenty (20) minute paid lunch break.

Art 13, Sec 2

The work week shall consist of five (5) consecutive, eight (8) hour days **or four (4) ten-hour consecutive days.** Said work week shall begin on Monday at 12:01 A.M. and extend through Sunday at midnight. All day shift operations will begin at 8:00 A.M., unless otherwise designated by the City. The City agrees to meet and discuss with the Union any non-emergency changes to shift operations a minimum of seven calendar days before such change is scheduled to take effect. In the case of non-continuous operations, non-emergency shift changes will be assigned based on most senior qualified employee(s) needed to complete the work. On identifiable projects with an assigned crew, those employees have first right of refusal for a non-emergency shift change. The City shall have the final and absolute authority to make such changes.

(add language)

An employee who is on vacation, taking compensatory time off, or taking a personal day who cannot be reached by telephone for an overtime assignment shall not be charged with the applicable hours.

Public works and those divisions wholly within public works will update the overtime rotation list on a weekly basis.

(Emergency OT defined and procedures outlined)

An emergency as referenced above is declared by a manager within a department and defined as any situation that threatens the safety of the public or employees (including weather), presents potential for property or equipment damage, or prevents the provision of services to the public. This definition is not all inclusive. There may be an event that cannot be anticipated that could result in the declaration of an emergency by a Department Director or above within the City.

When an Emergency occurs during normal work hours, volunteers will be sought from employees that are currently working. If more employees volunteer than are required to perform the task, the employees(s) with the least number of overtime hours will be assigned the overtime. After obtaining volunteers, if additional employees are required to perform the task, management shall draft the least senior qualified employee(s). Emergencies that occur after normal work hours will follow the overtime procedures outlined in Section 2 paragraph 1 of this Article.

Art 13 Sec 3

Eight (8) consecutive hours of work or ten consecutive hours of work within the twenty-four (24) hour period beginning at time designated by each department and mutually agreed upon by the Union shall constitute a regular work day.

Art 13, Sec 4

Eight (8) consecutive hours of work or ten consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Employees may, with prior approval of their immediate supervisor, alter their regular starting time (clock in time) and work eight or ten (8 or 10) consecutive hours from said clock in time. This includes weeks containing Holidays observed by the city.

Art 17

Reduced over 65 retirement stipends from \$350 to \$300 (Previously agreed by HC Committee)

Art 17, Sec 1 Health care language

~~Whenever a change in the employees share of the health insurance premium for the Level Plan results in an employee receiving less net pay, the City will adjust the employee's gross pay so that there will be no change in the employee's net pay. This would only apply when the employee has maintained the same level of coverage (i.e.: single, family, etc.).~~

The City of Hagerstown agrees to make health, prescription, and dental insurance available to all full-time employees and their dependents. Regular full-time employees will have the option to purchase enhanced dental coverage at group rates for themselves and their dependents.

Employees with individual coverage will pay up to, but not more than 20% of employee's portion of the premium cost.

Except for the single premium rate described in paragraph one above, whenever a change in the employees share of the health insurance premium for the Level Plan, employees and the City will share premium increases evenly except that the employee increase will not exceed 25% of the employee's current year's contribution rate.

For example purposes only:

Example #1: An employee is currently paying \$100.00 per month for the Level Plan. The employee's portion of the premium increase for the next plan year is \$21 so the employee will pay \$121.00 in contribution for the next plan year.

Example #2: An employee is currently paying \$100.00 per month for the Level Plan. Next year's total employee premium increase is \$30 dollars. The employee's contribution for the next plan year will be \$125.00. This is because the increase will not exceed 25% of what the employee is currently paying.

** In the event that any other employee group, (union or non-union) is provided with a more generous premium rate, AFSCME Local 1540 will receive that rate as well.

Art 19

Increase clothing and boot allowance from \$80 to \$100 for summer coveralls, \$180 to \$200.00 for winter gear and \$175 to \$200 for boots

Article 20

Increased Shift differential from \$1.50 to \$1.75 and \$2.00 to \$2.25

Article 20 (bi Weekly pay)

~~The city will pay employees weakly~~

The city may convert to a bi-weekly paycheck in the future to accommodate software updates.

Article 20 Section 4

~~If AFSCME Local 3373, IAFF Local 1605, or non-union employees receive an across the board (meaning all members of said group) COLA and/or one time stipend/bonus it will be shared equally with members of 1540.~~

~~If local 1540 ratifies a contract with a specified across the board COLA and/or one time stipend/bonus and the city chooses to pay other employee group(s) in another manner (ex. local 1540 receives a COLA and others receive a stipend/bonus) as long as the two increases are relatively equal (1% COLA = 1% stipend/bonus, Local 1540 cannot invoke this section.)~~

~~This section does not prevent the City from providing steps to any employee group as per their wage scale.~~

If the City provides a stipend and/or bonus to any other city employee group, said stipend will be shared equally with members of 1540. This clause does not include negotiated wages, pre-employment contracts, and/or stipends or lump sums negotiated with other bargaining units.

Additionally, in lieu of retroactive pay, effective on the first pay period following approval by the Mayor and Council, a payment of a stipend in the gross amount of the difference between FY25 and FY26 regular wages, times 40 hours, for 14 weeks, payable as a one time payment on the first pay period following approval by the Mayor and Council and ratification by AFSCME 1540's membership, whichever is later. Retroactive pay is not a grievable item in the settlement.

Wages

Effective upon ratification, employees will receive a 3% wage increase

Additionally, in lieu of retroactive pay, effective on the first pay period following approval by Mayor & Council, a payment of a stipend in the gross amount of the difference between FY25 and FY26 regular wages times 40 hours, for 14 weeks, payable as a one-time payment on the first pay period following approval by Mayor & Council and ratification by AFSCME 1540's membership, whichever is later. Retro pay is not a grievable item in this settlement.

5% increase July 1, 2026

4% increase July 1, 2027