

Mayor and Council Work Session and Executive Session April 14, 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

"The Past Has No Power Over the Present Moment" Eckhart Tolle

1:00 PM WORK SESSION

- 1:00 PM** 1. Solar Energy Information – *Antwon Jones and Curtis Hovis, CEO Sunburst Solar LLC*
- 1:15 PM** 2. Rent Stabilization – Information from the Landlord Association – *Mayor and City Council*
- 1:35 PM** 3. FY 2027 Budget Review – *Scott Nicewarner, City Administrator, Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*
- 2:15 PM** 4. ENVY – *Mayor and City Council*
- 2:45 PM** 5. Locomotive 202 Memorandum of Understanding Hub City Chapter, National Railway Historical Society, Inc. – *Eric Deike, Director of Public Works*
- 2:55 PM** 6. Invest Hagerstown Program Update - FY'26 - *Chris Siemerling, Economic Development Specialist*
- 3:05 PM** 7. Recommendation to Suspend Accepting New Property Renovation Applications to Partners in Economic Progress (PEP) Program – *Jill Thompson, Director of and Economic Development, and Chris Siemerling, Economic Development Specialist*
- 3:15 PM** 8. Northern Avenue Sidewalk Replacement Project – *Jim Bender, City Engineer*
- 3:25 PM** 9. Review Letter of Clarification for Lorich Zoning - ZM-2025-02 – *Stephen Bockmiller, Deputy Director for Planning and Zoning Administration*
- 3:35 PM** 10. Cline Farm Annexation: A-2026-01 – Eastern Blvd. & Jefferson Blvd. – *Matthew Ross, Planner*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

EXECUTIVE SESSION

- 3:45 PM** 1. **EXECUTIVE SESSION**
- 3:45 PM** 2. **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session**

ADJOURN

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

Topic:

Solar Energy Information – *Antwon Jones and Curtis Hovis, CEO Sunburst Solar LLC*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Rent Stabilization – Information from the Landlord Association – *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

FY 2027 Budget Review – *Scott Nicewamer, City Administrator, Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY27_Budget_Review_Memo_04-14-2026.pdf

Description

FY27 Budget Review



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

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

Date: April 14, 2026

Subject: FY27 Budget Review

On Tuesday, April 7, 2026, we began FY27 Proposed Budget discussions with a summarized overview. Staff will continue to review the FY27 Proposed Budget through April and May. The schedule outlined below is a draft and can be updated based upon time needed and discussion topics.

April 14, 2026:

1. Assessable Base and Property Tax Rate – Section 1, Pages 6-7
2. Appropriation of GF Fund Balance Reserves – Section 1, Page 8
3. General Fund Revenue and Expenditure Budget Comparisons – Section 1, Pages 30-32
4. General Fund Overview Statement of Revenue and Expenditures – Section 2, Pages 1-4
5. General Fund Operating Revenue – Section 2, Pages 5-14
6. General Fund Operating Budget Expenditures – Section 2, Pages 15-70
7. Mayor & Council Discussion and Questions

April 21, 2026 through May 19, 2026:

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

1. General Fund 5 Year Projections – Section 6
 - a. General Fund Revenue Projections – Pages 3, 5, and 7
 - b. General Fund Expenditures Projections – Pages 4, 9 and 11
 - c. General Fund Debt Service Projections – Pages 12-13
2. Economic Redevelopment Fund – Section 4, Pages 11-13
3. CDBG Fund – Section 4, Pages 3-9
 - a. Capital Improvement Program – Section 7, General Fund Projects by Funding Source (Bond Financing; CIP Fund Balance; and Transfers to CIP-General Fund) - Pages 14-19
4. Parking Fund 5 Year Projections - Section 6, Pages 24-26
5. Parking Fund Capital Improvement Projects - Section 7, Pages 37-38 and 160-163
6. Stormwater Fund 5 Year Projections - Section 6, Pages 31-32
7. Stormwater Fund Capital Improvement Projects - Section 7, Pages 46-47 and 169-176
8. Electric Fund 5 Year Projections - Section 6, Pages 15-17
9. Electric Fund Capital Improvement Projects - Section 7, Pages 30-32 and 115-134
10. Water Fund 5 Year Projections - Section 6, Pages 18-20
11. Water Fund Capital Improvement Projects - Section 7, Pages 33-34 and 135-147
12. Wastewater Fund 5 Year Projections - Section 6, Pages 21-23
13. Wastewater Fund Capital Improvement Projects - Section 7, Pages 35-36 and 148-159



May 12, 2026:

- Public Hearing: FY27 Budget and Property Tax Rate
- Introduction of Ordinances (FY27 Budget and Property Tax Rate)

May 19, 2026:

- Adoption of Ordinances (FY27 Budget and Property Tax Rate)

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

Topic:

ENVY – *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Safer__Stronger__Together_power_point.pdf

Description

Power Point from Safer,
Stronger, Together



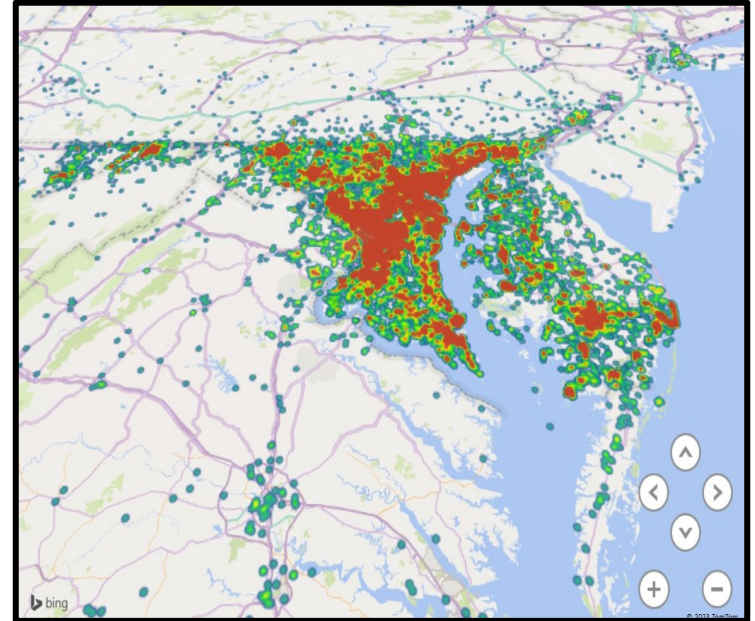
A cross-agency initiative to strengthen families, empower communities, and improve public safety and wellness.

Metrics

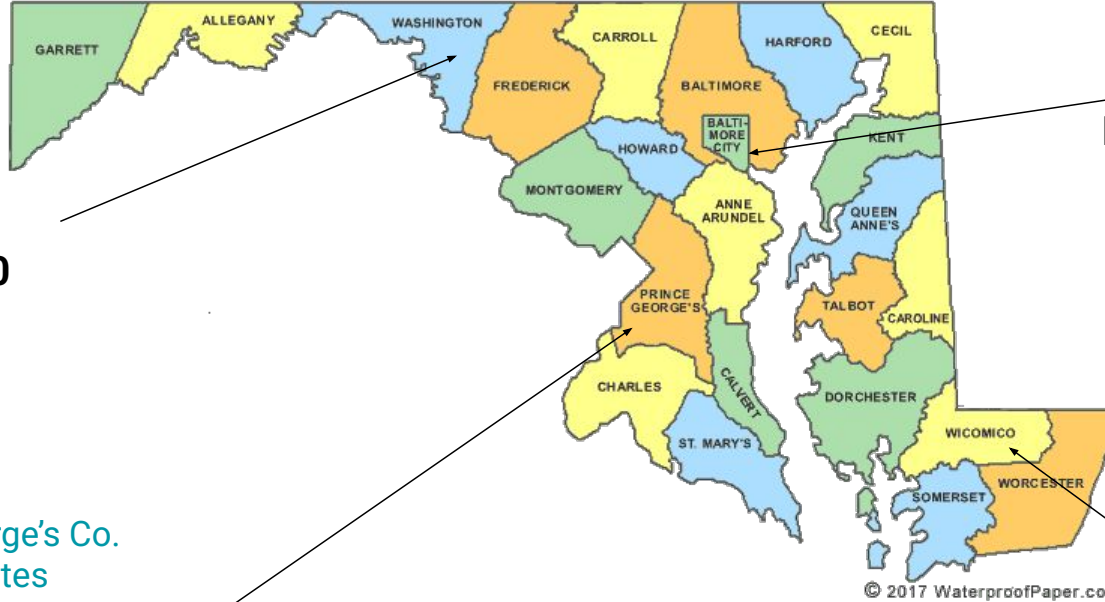
- Individuals 13-25 yrs old touching 2+ agencies (DHS, DPSCS, DJS)
- Persistent violent crime
- Individuals exiting incarceration
- Juvenile arrests
- Population density
- Key environmental factors

➡ **2,148 families**

➡ **30% reside in 14 zip codes**



Site Locations



FY25 Pilot site
Hagerstown 21740

FY25 Pilot site
East Baltimore 21213

FY26 Prince George's Co.
Expansion sites
Capitol Heights 20743
District Heights 20747

FY25 Pilot site
Salisbury 21801 / 21804



Invest

in communities that have the highest burden of crime, poverty and systems-involvement



Collaborate

among agencies and between agencies and community



Reengineer

how government serves the highest needs, multi-system involved families

Strategies



1. **Build Community Action Boards (CABs)**



2. **Fund grassroots nonprofit groups** to serve youth and young adults aged 13-25



3. **Hire community-based Family Navigators** to serve high-risk, multi-system-involved families



4. **Bring three agencies together** monthly to increase collaboration and communication

Community Action Boards (CABs)



CABs	
Hagerstown	12
Salisbury	12
Baltimore	10
Prince George's Co.	10
Total CAB Members	44

CAB Totals	
Total Hours	165
Total Meetings	42
Total Months	13



Locations and Grantees

Hagerstown, MD 21740

- Total Awardees - 5
 - Western Maryland
 - Areas of focus
 - Family Support Services and Transforming System
 - Access to Social Programs for Community Members
 - Access to Services
-
- Community Awarded amount - \$574,500

Salisbury, MD 21801 & 21804

- Total Awardees - 8
 - Easter Shore
 - Areas of Focus
 - Employment, Education and Training Opportunities
 - Community Safety and Wellbeing
 - Family Support Services
-
- Community Awarded amount - \$631,508

Baltimore City, 21213

- Total Awardees - 11
 - East Baltimore
 - Areas of Focus
 - Family & Adult Support Services
 - Community Safety
 - Youth Development and Leadership
-
- Community Awarded amount - \$606,673

Prince Georges Co., MD 20747 & 20743

- Total Awardees - 8
 - Capital Heights and District Heights
 - Areas of Focus
 - Workforce Development and Job Acquisition Programs
 - Family Support Services
 - After School Youth and Young Adult Program
-
- Community Awarded amount - \$450,000

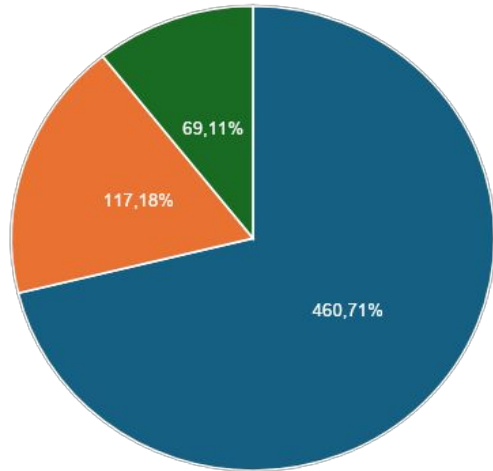


5 Grantees were awarded \$547,500 in Hagerstown



Grantee Youth Enrollment

Youth Enrolled in Programming



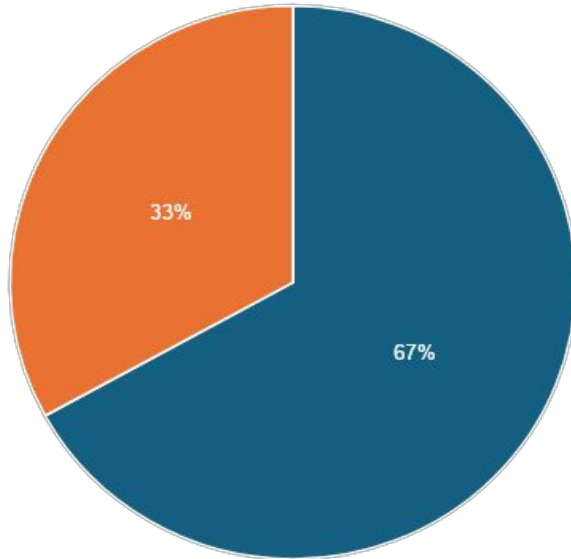
■ Baltimore:	460
■ Hagerstown:	69
■ Salisbury:	117
TOTAL	646

Key Takeaways:

- In 4 pilot sites, \$2.26 million has been awarded to 32 grantees.
- Grantees provide services to youth and young adults age 13-25 in SST zip codes
- Grantee programming ranges from fatherhood support and mentoring, jiu jitsu/boxing and life skills, to therapeutic interventions and tutoring.
- SST helps build the capacity of grassroots grantees by providing technical assistance and training on data collection, nonprofit management, grant writing and individual coaching.

Grantee Referral Sources

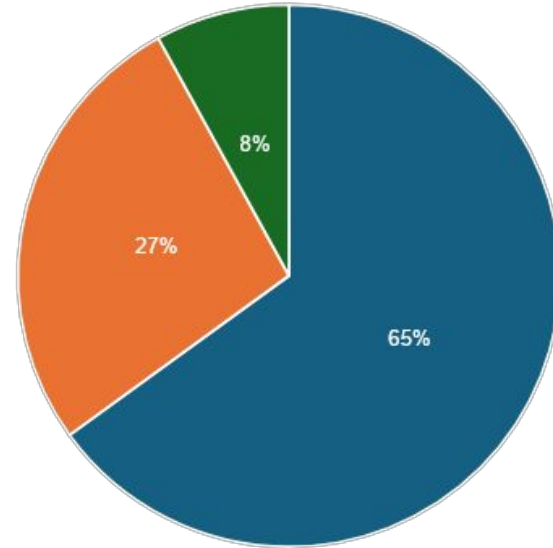
Distribution of Referrals



33% of referrals are derived directly from agencies.

- Non-agency referrals from zip code
- Referrals from DJS, DHS, and DPSCS

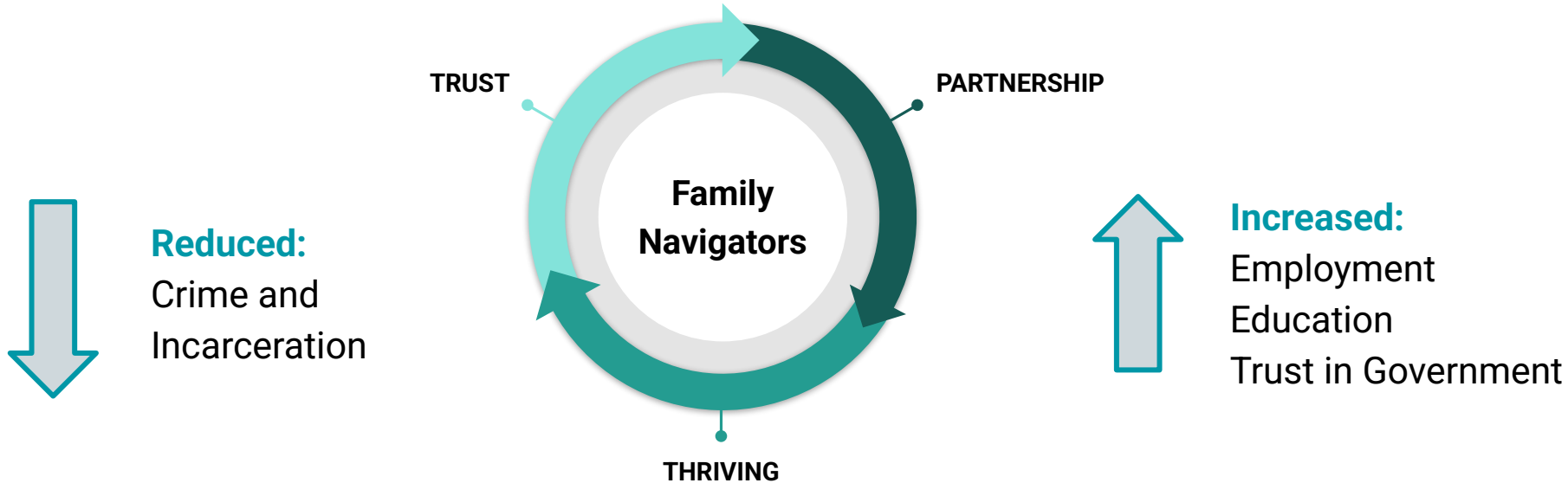
Referrals by Agency



- DJS 65%
- DHS 27%
- DPSCS 8%

Family Navigation

Family Navigators work with families with the highest levels of risk and need – navigating complex inter-generational challenges & system involvement



Agency Collaboration: Laboratories of Innovation



DJS - DHS

In Salisbury, DJS and DHS are systematizing joint home visits for youth involved in both the juvenile justice and child welfare systems



DPSCS - DHS

In Hagerstown, DHS staff are attending DPSCS events for individuals leaving prison within 60 days to help them start the benefits process



DJS - DPSCS

In Baltimore and Salisbury, DJS case managers are meeting with Probation Officers to share information about formerly DJS youth on adult probation.



DHS - DOL

In Hagerstown, the SST Implementation Team is working with DOL to include the DOL Reentry Navigator in joint reentry support efforts



Thank You!!!!

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

Topic:

Locomotive 202 Memorandum of Understanding Hub City Chapter, National Railway Historical Society, Inc. – *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Locomotive_202_HCCNRHS_MOU_Council_Packet.pdf

Description

Locomotive 202
Memorandum of
Understanding Hub City
Chapter, National Railway
Historical Society, Inc.



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director Public Works

DATE: April 9, 2026

SUBJECT: Locomotive 202
Memorandum of Understanding
Hub City Chapter, National Railway Historical Society, Inc.

MAYOR AND COUNCIL ACTION REQUESTED

Staff is requesting Mayor and Council approval of a Memorandum of Understanding (MOU) with the Hub City Chapter, National Railway Historical Society, Inc. (HCCNRHS) for the cosmetic restoration of Locomotive 202 located within City Park. The MOU allows the HCCNRHS to oversee the cleaning and painting of the locomotive. Ownership of the locomotive would remain with the City.

DISCUSSION

The City recently considered donating Locomotive 202 to the Western Maryland Scenic Railroad (WMSR) in Cumberland, MD, for full restoration. WMSR planned to place Locomotive 202 back into operation as a means to generate tourism to Western Maryland. HCCNRHS was very vocal and active in their dissent of Locomotive 202 being given to the WMSR convincing this Mayor and Council to keep the locomotive here in Hagerstown.

Since that time, HCCNRHS drafted a MOU allowing them to restore the train on site. The restoration would be cosmetic only. In other words, their work would only involve the cleaning, maintenance, and painting that would restore the appearance of the locomotive. There would be no work that would restore the operation of the locomotive such as the boiler, hydraulics, or electrical systems.

The plan of the HCCNRHS is to complete this restoration over a 5-year period of time as outlined in Exhibit A of the MOU. A summary of the timeline is as follows:

- Year 1: Baseline photographs, condition mapping, approved cleaning/safety plan, launch fundraising/sponsorship initiatives.
- Year 2: Surface stabilization (cleaning, paint priming/coating).
- Year 3: Scale wheels/rods, lettering, and visual identity.
- Year 4: Complete driving wheels and unify overall finish.
- Year 5: Detail completion and long-term maintenance cycle.

This is a general outline of their plan and is subject to change.

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

The HCCNRHS has been and continues to be involved in historical programming at the City Park Train Hub. They have been meeting with the Recreation staff to program events that not only involve the history of railroading in Hagerstown, but they speak to other historical issues as well.

The HCCNRHS has coordinated cleanup and maintenance projects with the Parks staff in and around the Hagerstown Train Hub.

FINANCIAL IMPACT

Any financial impact to the Parks and Recreation budget should be minor. The HCCNRHS is planning to seek donations and sponsorships to help fund the project. Any donations or sponsorships obtained by the HCCNRHS will be managed by their group and not by the City. Any physical improvements made to Locomotive 202 will remain with the ownership of the City.

There is currently no plan by the City to restore Locomotive 202, cosmetically or otherwise. Cosmetic restoration has been estimated to be upwards of \$300,000 per previous estimates. This estimated cost involved work beyond paint including installation of such items as valves, gauges, and the boiler jacket. Costs for cleaning and painting could be less than the previous estimate.

RECOMMENDATION

The HCCNRHS plans to utilize experts in the field of train restoration to assist with the project. Since this MOU is limited to cleaning and painting only, there should be no permanent damage or harm to the locomotive itself. Any actions taken on behalf of the HCCNRHS must be approved by the City of Hagerstown.

C: Parks & Recreation Staff
Att: Motion, Resolution, HCCNRHS MOU

Public Works Department
51 West Memorial Blvd.
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351 North Cleveland Ave.
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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 28, 2026

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HUB CITY CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY, INC.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a memorandum of understanding with the Hub City Chapter, National Railway Historical Society, Inc. to spearhead the cosmetic preservation, stabilization, and stewardship of Locomotive 202.

The cosmetic-only restoration is expected to occur over a 5-year period of time.

Ownership of Locomotive 202 shall remain with the City of Hagerstown.

Date of Introduction: April 28, 2026

Date of Passage: April 28, 2026

Effective Date: April 28, 2026

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A MEMORANDUM OF UNDERSTANDING, FOR THE
COSMETIC-ONLY PRESERVATION OF STEAM LOCOMOTIVE NUMBER 202
BY AND BETWEEN THE CITY OF HAGERSTOWN AND
THE HUB CITY CHAPTER, NATIONAL RAILWAY HISTORICAL
SOCIETY, INC**

RECITALS

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

WHEREAS, the City owns property known as Hagerstown City Park, which is the location of Locomotive 202; and

WHEREAS, the Hub City Chapter, National Railway Historical Society, Inc., a Maryland not-for-profit organization, with its headquarters in Hagerstown, Maryland, wishes to spearhead the cosmetic preservation, stabilization, and stewardship of Locomotive 202, as set forth in the attached Memorandum of Understanding (“MOU”);

WHEREAS, the parties recognize the historical value of Locomotive 202 and share a mutual desire to see Locomotive 202 preserved, stabilized, and presented in a safe and improved condition for the public; and

WHEREAS, the parties seek to achieve the completion of a cosmetic-only preservation effort for Locomotive 202 in phases, subject to City oversight and approval; and

WHEREAS, the parties agree to cooperate and use reasonable good faith efforts to successfully complete the approved cosmetic preservation activities described herein in the attached MOU; and

WHEREAS, any improvements made to Locomotive 202 and/or the premises on which is located, as hereinafter defined, shall remain with the City, and the City shall not serve as a holder of funds raised by .

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor be and is hereby authorized to execute and deliver the Memorandum of Understanding for the Cosmetic-Only Restoration of Steam Locomotive Number 202, a copy of

which is attached hereto and incorporated herein by reference, to Hub City Chapter, National Railway Historical Society, Inc.

3. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid MOU.

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: April 28, 2026
Date of Passage: April 28, 2026
Effective Date: April 28, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF HAGERSTOWN AND

HUB CITY CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY, INC.

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2026, by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter “the City”), and Hub City Chapter, National Railway Historical Society, Inc., a Maryland not-for-profit organization (hereinafter referred to as “User”), and defines the terms and conditions under which the parties shall agree for the purpose of the cosmetic preservation, stabilization, and stewardship of the steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive) which is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the (“Locomotive 202”), located at Hagerstown City Park, in Hagerstown, Maryland .

RECITALS

WHEREAS, the City owns property known as Hagerstown City Park; and

WHEREAS, the City is the sole owner of Locomotive 202 which is located on the grounds of Hagerstown City Park; and

WHEREAS, the parties recognize the historical value of Locomotive 202 and share a mutual desire to see Locomotive 202 preserved, stabilized, and presented in a safe and improved condition for the public; and

WHEREAS, the parties agree that the primary goal of this MOU is to achieve completion of a cosmetic-only preservation effort for Locomotive 202 in phases, subject to City oversight and approval; and

WHEREAS, the parties agree to cooperate and use reasonable good faith efforts to successfully complete the approved cosmetic preservation activities described herein; and

WHEREAS, any improvements made to Locomotive 202 and/or the Premises, as hereinafter defined, shall remain with the City, and the City shall not serve as a holder of funds raised by User.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

1. Incorporation of Recitals

The Recitals above are hereby incorporated *verbatim* into this MOU as substantive provisions.

2. Description of Premises

The City agrees to allow User access to Locomotive 202 and the immediately associated work area on City property at Hagerstown City Park, as more particularly shown and/or described as area #4 LOCOMOTIVE 202 AND CANOPY on Exhibit B, attached hereto and incorporated herein (the “Premises”), for the sole purpose of cosmetic preservation, stabilization, and stewardship activities as authorized by the City under this MOU.

Access granted under this MOU is non-exclusive and shall be coordinated with the City to protect public safety and Park operations. The City shall not authorize any third party to perform overlapping preservation work on Locomotive 202 that conflicts with the approved scope under this MOU without reasonable coordination with User, except in the City’s discretion for safety, emergency, or other municipal necessity in its discretion.

3. Terms of MOU

The term of this MOU shall be five (5) years commencing from the date first written above, unless terminated earlier pursuant to this MOU. The term may be extended only by a subsequent written agreement duly executed by both parties.

4. Timeline

The parties agree that the timeline in Exhibit A, attached hereto and incorporated herein, represents a general outline of the necessary steps in anticipated chronological order and anticipated timing for the five-year term, subject to funding, weather, City scheduling, and required approvals.

5. City Responsibilities

a. Coordination and Oversight. The City shall designate a primary point of contact to coordinate scheduling, site access, oversight and reviews required under this MOU. The City shall provide the name, title, telephone number, professional and email addresses for said individual. The City may change the point of contact from time to time by notifying the User in writing, including via email.

b. Approvals. The City shall review submissions required for the planned work and provide approval, conditions, or reasonable revisions consistent with City policies, safety needs, and public use of the Park.

c. Site Rules. The City shall provide written applicable site rules and reasonable restrictions as needed for public safety, Park operations, and protection of City property. The City may modify the site rules and reasonable restrictions from time to time by notifying the User in writing, including via email.

d. Signage (Optional). The City may assist User in designing and developing signage explaining the nature of the project at the sole discretion of the City.

6. User Responsibilities

a. Access Coordination. User shall coordinate all on-site activity dates/times with the City and shall comply with all City rules for access, safety, and site use.

- b. Signage. Within thirty (30) days of executing this MOU, User shall obtain and display signage (as approved by the City) indicating its involvement in the stewardship of Locomotive 202 and providing a contact point for the organization.
- c. Plans and Approvals Before Work. User shall prepare and submit a written work plan, including safety and environmental controls, methods/tools, and a phased approach. No on-site work shall occur unless and until the City provides written approval of the relevant phase(s), including acceptance of required insurance documentation.
- d. Cosmetic-Only Scope. User shall be responsible for cosmetic preservation and maintenance activities only, as approved by the City. This includes cleaning, non-destructive surface preparation, rust stabilization, priming/painting/coating, and interpretive enhancements, but excludes mechanical restoration, operation, movement, or any work intended to return Locomotive 202 to service.
- e. Public Enjoyment. User shall take reasonable steps to ensure that its activities do not interfere with the public use and enjoyment of Hagerstown City Park beyond any limited, City-approved work area controls. User shall ensure that the Premises remain available to public use and enjoyment to the maximum extent possible.
- f. Safety. User assumes full responsibility for planning and conducting their activities safely, including volunteer oversight, appropriate PPE, environmental controls compliant with all federal, state and local laws, barricading/signage, and safe tool use. User shall be solely and exclusively responsible for the safety of its participants.
- g. Cleanup. User shall maintain the work area in a neat and safe condition during activities and shall remove debris and waste generated by its activities promptly and in compliance with applicable laws and City requirements.

7. Program Responsibility

User has sole responsibility for the use and activities anticipated by this MOU. User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. It is anticipated and expected that User will maintain programmatic responsibility to make this preservation effort a community asset.

8. Ownership of Improvements

All permanent improvements, coatings, fixtures, and interpretive elements attached to Locomotive 202 or installed on the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to Locomotive 202 or any portion thereof without prior written consent of the City.

9. Insurance

User shall obtain and maintain a policy of general liability insurance (and such other insurance as the City may reasonably require) in a commercially reasonable amount approved by the City covering personal injury, property damage, and general liability during the use, operation, and cosmetic preservation activities under this MOU. The policy shall name the City as an additional insured and User shall provide a certificate of insurance to the City upon execution of this MOU, and upon request of the City at any time thereafter. No work may take place on the Premises unless and until the COI and any other insurance documentation required by the City has been received and approved by the City.

10. Hold Harmless

User shall indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of User's use, maintenance, or cosmetic preservation of Locomotive 202 and the Premises, including any act or omission by User, its subcontractors, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost, or damages occurring to Locomotive 202 and/or the Premises as a result of User's use, maintenance, or cosmetic preservation activities.

11. Damage to Personal Property

User is solely responsible for all personal property kept, stored, or placed on the Premises in conjunction with User's activities. The City shall not be responsible for any loss or damage to personal property for any reason. User shall keep the Premises in a neat and orderly condition at all times.

12. Assignment

User may not assign this MOU or transfer its responsibilities hereunder without the City's prior written consent.

13. Liens and Encumbrances

User may not encumber (or allow any lien or encumbrance to be placed upon) Locomotive 202, City Park, the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by it in connection with the activity contemplated by this MOU. This MOU is subject to provisions of the City Charter, Code, ordinances, and state statutes prohibiting alienation of title.

14. City Assistance

Nothing in this MOU shall prohibit User from requesting the City to provide additional services or support, nor prohibit the City from providing additional services or support at the sole discretion of the City.

15. Notices

Any notices required under this MOU may be delivered via email transmission to the following addresses:

TO THE CITY:

Eric B. Deike, Director of Public Works, edeike@hagerstownmd.org

WITH A COURTESY COPY TO:

Jason Morton, City Attorney, jmorton@salvatoremorton.com

TO THE USER:

[Name and email address(es)]

16. Termination for Convenience

The City shall have the right to terminate this MOU upon 90 days' written notice to the User, if, in the opinion of the City Council, it is no longer in the City's best to best interests to participate in this MOU.

17. Default

It shall constitute default if User fails to use the Premises for its intended purpose or fails to abide by the terms of this MOU. Upon receiving written notice from the City of default, User shall have seven (7) days to come into compliance with this MOU, unless a longer period is agreed to by the parties. If User fails to cure the default after receiving notice, the City may terminate this MOU immediately.

18. Governing Law; Venue. This MOU shall be 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 MOU or about its interpretation shall 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.

19. Counterparts and Electronic Signature, etc. This MOU 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 shall be construed together as a single instrument. An electronic signature on this MOU (or copies of signatures sent by electronic means) is deemed to be sufficient evidence of a party's action or intent and this MOU may be delivered electronically. This MOU constitutes the entirety of the agreement between the parties. No amendment to, addition to, or other modification of this MOU shall be admissible, enforceable, or effective unless it is set forth in a writing duly executed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

CITY OF HAGERSTOWN

_____ By: _____
Donna K. Spickler, City Clerk William B. McIntire, Mayor (SEAL)

ATTEST:

USER

HUB CITY CHAPTER, NATIONAL RAILWAY
HISTORICAL SOCIETY, INC.

_____ By: _____ (SEAL)
[Name and title]



EXHIBIT A

TIMELINE:

0–6 Months (Year 1: approvals + mobilization so hands can touch 202)

Goal: City approval for supervised, cosmetic hands-on work and a clean, documented start.

- Finalize and submit **cosmetic-only scope + methods** (wire brushing, power washing, no invasive metal removal).
- Provide **insurance/COI**, volunteer roles, supervision plan, and site rules (hours, barriers, signage, storage).
- Confirm **environmental approach** (lead-paint assumptions, runoff/containment plan, waste handling).
- Complete a joint **site walkthrough** and agree on staging, water access, and public-safety boundaries.
- Begin **small-area cleaning trials** (test sections) and document results for consistency.

Year 1 (Months 6–12): complete clean-down + launch Driving Wheel pledge campaign

Primary outcomes by end of Year 1

1. **Locomotive 202 clean-down completed** (baseline cosmetic clean):
 - debris removal, power washing (City-approved runoff plan), non-invasive wire brushing to remove loose rust and flaking material
2. **Driving Wheel pledge/sponsorship campaign launched and active**
3. A **post-clean baseline report** (photos + simple condition map) that guides Year 2–3 work

Work plan

- Clean top-down: tender/upper surfaces → boiler/jacket → cab → frame/running gear surfaces
- Wire brushing focused on: loose scale, flaking paint edges, heavy rust zones (cosmetic only)



- Power washing timed around weather windows; protect nearby public areas
- Public messaging on-site: “cosmetic preservation in progress” + sponsor recognition teaser

Fundraising in parallel

- Campaign design + sponsor materials (wheel diagram, pledge levels, plaque mockups)
- Public launch mid-Year 1 so donations start while volunteers are visibly working

Year 2: stabilization coating system + begin driving wheels and rods

Primary outcomes

- Apply a **City-approved stabilization coating system** in phases (prime/finish as budget allows)
- Complete **1–2 driving wheels** cosmetically (clean to stable surface + finish standard)
- Start **rods/linkages cosmetic clean-up** (wire brushing/polish, no mechanical adjustments)

Focus

- Standardize the “look”: pick one finish standard and repeat it consistently
- Use the first finished wheel as the sponsor “proof of concept”

Year 3: scale wheels/rods + lettering and visual identity

Primary outcomes

- Complete additional **2–3 driving wheels**
- Continue rods/side gear cosmetic clean-up
- Restore **lettering/numbering** and key visual details (as-approved)

Focus

- High-visibility progress: wheels + lettering = the public notices fast

Year 4: complete driving wheels + unify overall finish



Primary outcomes

- Finish remaining driving wheels (target: all 6 completed by end of Year 4 if funding holds)
- Continue coating/finish work across remaining surfaces to reduce “patchwork look”
- Add/refresh interpretive signage and sponsor recognition on-site

Year 5: detail completion + long-term maintenance cycle

Primary outcomes

- Close out remaining cosmetic detailing (trim, handrails, small fittings as allowed)
- Establish a simple **maintenance rhythm** (annual wash, touch-ups, inspection log)
- Formalize the ongoing sponsor/partner pipeline for future preservation needs



EXHIBIT B: CITY PARK LOCATION MAP SHOWING LOCATION OF THE TRAIN HUB MUSEUM AND LOCOMOTIVE 202



EXHIBIT B: CITY PARK TRAIN HUB KEY

- 1 - TRAIN MUSEUM**
- 2 - PAVILION**
- 3 - RESTROOMS**
- 4 - LOCOMOTIVE 202 AND CANOPY**
- 5 - CABOSES**

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

Topic:

Invest Hagerstown Program Update - FY'26 - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

041426_WS_Program_Update.pdf

Description

Invest Hagerstown Program Update - FY26.



TO: Scott Nicewarner, City Administrator
FROM: Chris Siemerling, Economic Development Specialist
DATE: April 10, 2026
RE: Invest Hagerstown Program Update – FY26

At the April 14, 2026 Work Session, staff will provide an update on the Invest Hagerstown Program, and seek approval to allow the Review Committee to use the current total remaining balance for 4 of the 5 programs across any of those programs on a first come, first serve basis for the remainder of FY26 which ends June 30, 2026.

The FY26 remaining balances for 4 of the 5 Invest Hagerstown programs are as follows:

	FY26 Budget	FY26 Remaining
1. City Wide Redevelopment Grant	\$167,500	\$67,500
2. Rental Rehabilitation Grant	\$55,000	\$0
3. Homeownership Grant Program	\$142,500	\$0
4. <u>Sign and Façade Grant Program</u>	<u>\$25,000</u>	<u>\$9,904</u>
Subtotal	\$390,000	\$77,404

The fifth program is the Invest Hagerstown City-Center Redevelopment Grant, and all applications are brought to the Mayor and City Council for approval.

c: Jill Thompson, Director of Planning & Economic Development
Review Committee

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

Topic:

Recommendation to Suspend Accepting New Property Renovation Applications to Partners in Economic Progress (PEP) Program – *Jill Thompson, Director of and Economic Development, and Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

041426_WS_PEP_Suspend.pdf

Description

Recommendation to Suspend Accepting New Property Renovation Applications to the Partners in PEP Program.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist
Jill Thompson, Director of Planning & Economic Development

DATE: April 10, 2026

RE: Recommendation to Suspend Accepting New Property Renovation Applications to the Partners in Economic Progress (PEP) Program

Staff will attend the April 14, 2026 Work Session to discuss a recommendation to suspend accepting new property renovation applications to the Partners in Economic Progress (PEP) Program.

A Grant Equal to Taxes Paid for 5 years is the primary benefit of the PEP program to property owners with renovation work to the minimum standards of the programs. Administration of this benefit is difficult and complex due to a number of factors.

With new applications suspended, staff recommend benefits to Property Owners already qualified and under an agreement to continue as follows:

- Grant Equal to Taxes Paid for the remainder of the 5-year period following project completion.
- Rent Relief and Waiver of Development Fees for tenant fit-out costs for eligible space to first qualifying tenants or up to 5 years after project completion, whichever comes first.
- Two free EDUs for property needs for the remainder of the 5-year period following project completion.
- Discounted Parking for the remainder of the 5-year period.
- Two hours of paid Historic Tax Credit Advisory Services for the remainder of the 5-year period.

The Partners in Economic Progress program was created in 2010 and precedes the Invest Hagerstown City Center Redevelopment Grant. The two programs mirror each other in many ways.

Staff seek a future Work Session to review ideas to either reconfigure or replace the Partners in Economic Progress program in a manner that continues to assist large scale projects and economic development priorities.

Attachment: Draft Motion

c: Michelle Hepburn, Chief Financial Officer
Review Committee

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

DATE: April 28, 2026

TOPIC: **Approval to Suspend Acceptance of New Property Renovation Applications to the Partners in Economic Progress (PEP) Program**

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

MOTION:

I hereby move for the Mayor and City Council approval to suspend acceptance of new property renovation applications to the Partners in Economic Progress (PEP) Program. Benefits to Property Owners already qualified and under an agreement will continue as follows:

1. Grant Equal to Taxes Paid for the remainder of the 5-year period following project completion.
2. Rent Relief and Waiver of Development Fees for tenant fit-out costs for eligible space to first qualifying tenants or up to 5 years after project completion, whichever comes first.
3. Two free EDUs for property needs for the remainder of the 5-year period following project completion.
4. Discounted Parking for the remainder of the 5-year period.
5. Two hours of paid Historic Tax Credit Advisory Services for the remainder of the 5-year period.

DATE OF INTRODUCTION:	4/28/2026
DATE OF PASSAGE:	4/28/2026
EFFECTIVE DATE:	4/28/2026

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

Topic:

Northern Avenue Sidewalk Replacement Project – *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Northern_Ave_Sidewaalk_Replacement_Project.pdf

Description

Northern Avenue Sidewalk
Replacement Project



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

April 14, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JMB

RE: Northern Avenue sidewalk replacement project

1. Background

In February, staff presented a potential project to replace the existing sidewalks along the north side of Northern Avenue between Fountain Head Road and Pennsylvania Avenue. The sidewalks are in poor condition, and are on walking routes to both Fountaindale Elementary and Northern Middle School. The sidewalks are within the right-of-way of Northern Avenue, which is a City-maintained street. However, the dwellings on the north side of the street are outside of City limits in Washington County. If the Council agrees to move forward, the City would execute a change order with our existing curb & sidewalk contractor to complete the work this summer while the schools are on their summer break.

2. Mayor & Council Action Requested

Review this information, and give staff direction on whether or not to proceed with the project. If the Council authorizes the project, a change order will be presented for the Council's consideration at the April 28th regular session meeting. Staff will be present at the work session to discuss.

3. Discussion

The previous Council memo from February 3rd is attached as background information.

Based upon discussions with our current curb & sidewalk contractor (Concrete Central), the estimated cost to perform this work is \$165,000 using the unit rates in the existing contract. The funding for this change order would be from unexpended FY 26 Highway User Revenue funds.

At the February work session meeting, Council requested that staff contact Washington County to see if they would contribute funds to the project since the new sidewalks will directly benefit the County residents along Northern Avenue. Washington County has given a preliminary indication that they will pay to replace the handicap ramps at the side street intersections along the way; staff is working on developing a Memorandum of Understanding with the County for cost sharing on this project.

attachment: February 3, 2026 Council memo



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

February 3, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer

RE: Potential Northern Avenue sidewalk replacement project

1. Background

For many years, staff have known that the sidewalks on the north side of Northern Avenue were deteriorating and were in poor condition. There was also a large tree at one location that had severely heaved the sidewalk; there was no easy way to fix that situation and save the tree. The City/County boundary line coincides with the northern right-of-way line of the street, meaning that the properties on the northern side of the road are actually outside of City limits. The large tree has since been removed, but the deteriorated sidewalks remain. The purpose of this memo is to gauge the Council's interest in performing a sidewalk replacement project on that side of Northern Avenue.

2. Mayor & Council Action Requested

Review this information, and give staff direction on whether or not to pursue a sidewalk replacement project along Northern Avenue. If the Council authorizes the project, the Department of Engineering and Permits will prepare construction drawings and aim to construct the project this summer. Staff will be present at the work session to discuss.

3. Discussion

The section of Northern Avenue in question lies between Pennsylvania Avenue and Fountain Head Road as shown below (approximately ½ mile in length).



Located along that section of road are two schools (Fountaindale Elementary and Northern Middle School). The City has performed maintenance and repairs to the sidewalks on the south side of the street where the schools are located, and they are in acceptable condition. For the reasons mentioned above, the sidewalks on the north side of the street have not been maintained, and sections are in poor condition; they do not meet the standards set by the Americans with Disabilities Act (ADA). Some representative photos are shown below



Many of the existing sidewalk sections have deteriorated to the point where they would meet the City's criteria for replacement, and some sections would be classified as a hazard. The City's sidewalk replacement policy prioritizes walk routes within $\frac{1}{4}$ mile of schools; given the fact that these sidewalks are used by students walking to and from Fountaindale and Northern Middle, they would certainly qualify for replacement.

Northern Avenue is a City-maintained public street, and the right-of-way line is just behind the back edge of the sidewalk on the northern side; being so, the sidewalks are part of the City street system. Chapter 216.24 of the City Code places the responsibility for maintenance and repair of sidewalks on the City. While this project would constitute an improvement across the frontages of County properties, it would improve pedestrian safety for the public in general.

Preliminary estimates of the cost to construct this project are in the \$150,000 - \$200,000 range. The City has uncommitted Highway User Revenue funds that can be used to complete this project. Under current State/Federal regulations, whenever significant improvements are made to a street (e.g. pavement milling and overlays), the City is required to bring the sidewalk system into compliance with ADA regulations (to the greatest extent practicable). While Northern Avenue is not currently on the three-year pavement preservation list, it will eventually need to be resurfaced, and the sidewalk improvements would be required at that time.

If the Council gives direction to proceed with the project, staff will work to prepare design plans and specifications for the project. We would hope to complete the project in the summer of 2026 while schools are not in session. Staff anticipates that we would need to obtain Right-of-Entry agreements with several property owners, as some of the work needed to tie-in to existing driveways and yards may extend beyond the right-of-way; staff would work with the City Attorney to secure these agreements.

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

Topic:

Review Letter of Clarification for Lorch Zoning - ZM-2025-02 – *Stephen Bockmiller, Deputy Director for Planning and Zoning Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Letter_of_Clarification_-_Lorch_Property_Rezoning_ZM-2025-02.pdf


Description

Review of Letter of Clarification for Lorch Property Rezoning ZM-2025-02



MEMORANDUM

TO: Scott Nicewarner, City Administrator

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

SUBJECT: Letter of Clarification – Lorich Property Rezoning – ZM-2025-02

DATE: April 8, 2026

Staff will attend the April 14, 2026 work session of the Mayor and City Council to review a proposed letter of clarification related to the Zoning Map amendment referenced above. This ordinance took effect on January 15.

As part of its application, the applicant requested an expressed condition of the rezoning that would delay the implementation date of the reclassification with a change to the zoning map to coincide with certain milestones in the preparation of the property for development. The requested condition is as follows:

- (1) The rezoning, if approved, shall not become effective until ten (10) days immediately following (i) transfer of the entire Property to the Applicant (defined below); or (ii) the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire Property to the Applicant and/or other third-party buyers; and
- (2) If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.

Although the condition language was included in the submission presented for the case to the Planning Commission, and the materials and testimony provided to the Mayor and City Council in public hearing, the Ordinance adopted by the Mayor and City Council only referenced these items generally, and the property owner and developer desire a formal letter of clarification to ensure that the project proceeds smoothly. There is no new information or material being entered into the file or the record in this matter.

Staff seek Mayor and City Council vote to approve the Letter of Clarification at the April 28, 2026 Regular Session.

Attachments: Draft Motion Sheet
Draft Letter of Clarification
Ordinance and Findings - 2025-24

Copy: Jill Thompson, Director, DPED
Jason Morton, Esq., City Attorney
Ann Rotz, Esq., City Attorney
Jason Divelbiss, Esq., Attorney for Applicant

REQUIRED MOTION **DRAFT**

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 28, 2026

TOPIC: Approval of a Motion to Authorize a Letter of Clarification
Lorich Property - 1912 Day Road (ZM-2025-02) – Ordinance 2025-24

Charter Amendment -----
Code Amendment -----
Ordinance -----
Resolution -----
Other __X__

MOTION: I hereby move that the Mayor and City Council authorize the Deputy Director for Planning and Zoning Administration to sign and deliver the attached letter of clarification regarding zoning map amendment case ZM-2025-02.

The material in the attached letter is based on information in the Applicant's petition which was discussed with and known by both the Planning Commission and by this body during the legislative process. The material is part of the record used in adopting the ordinance and is not based on any new information brought forth since the Mayor and City Council's public hearing on this matter.

DATE OF INTRODUCTION: 04/28/2026
DATE OF PASSAGE: 04/28/2026
EFFECTIVE DATE: 04/28/2026



April 29, 2026 **DRAFT**

Jason Divelbiss, Esq.
11125 Bemisderfer Road
Greencastle, PA 17222

Dear Mr. Divelbiss:

RE: Implementation Date of Amendment of the Zoning Map
Regarding ZM-2025-02 (Lorich – 1912 Day Road)

This letter is in response to your concern over when the Zoning Map Amendment for the case referenced above will be implemented with a change of the Zoning Map. When you submitted this rezoning application, the materials contained therein requested a delay in the implementation of the amendment until certain events occur. Specifically, the following terms were set forth in your application:

1. *The rezoning, if approved, shall not become effective until ten (10) days immediately following*
 - (i) *transfer of the entire Property to the Applicant (defined below); or*
 - (ii) *the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire property to the Applicant and/or other third-party buyers; and*
2. *If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.*

The Planning Commission discussed and agreed with these terms during the public review meeting. These terms were included in the staff report provided to the Mayor and City Council in advance of the public hearing. The Mayor and City Council discussed and agreed with these terms during the public hearing. In the "opinion and Findings of Fact" adopted on December 16, 2025, the Mayor and City Council stated that the reclassification shall become effective "within the time period requested by Applicant."

Accordingly, the reclassification with a change to the Zoning Map shall be implemented according to these terms.

The Mayor and City Council voted to authorize this letter at its regular session of April 28, 2026.

If you have any questions, please let me know.

FOR THE CITY OF HAGERSTOWN, MARYLAND

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

Attachment: Ordinance 2025-24

AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by CURRWOOD DH, LLC; and

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known as Case No. ZM-2025-02; and

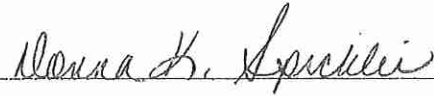
WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing on the proposed amendment to ZM-2025-02 in compliance with the Zoning Ordinance on October 27, 2025, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown; and

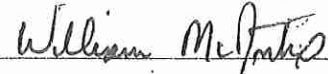
WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on November 25, 2025, take formal action to approve the reclassification for a portion of the property designated as 1912 DAY ROAD, Hagerstown, Maryland, also known as the "Lorich Tract".

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the zoning reclassification and zoning map amendment requesting Case No. ZM-2025-02 to reclassify a portion of this property from its current CG (Commercial General) classification to a N-MU (Neighborhood Mixed Use) classification is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact and illustration, attached hereto as Exhibit A, and incorporated herein by reference.

WITNESS:


Donna K. Spickler, City Clerk

MAYOR AND CITY COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND


William McIntire, Mayor

0-25-24

PUBLIC HEARING: 10/27/2025

DATE OF INTRODUCTION: 11/25/2025

DATE OF PASSAGE: 12/16/2025

EFFECTIVE DATE: 01/15/2026

0-25-24

EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2025-02

Applicant: Curwood DH, LLC
Location: 1912 Day Road
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was originally heard at Public Hearing by the Mayor and City Council on October 27, 2025, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property, which is the subject of the proposed map amendment, is located at 1912 Day Road.

The proposal was filed by a contract purchaser of the property with consent of the property owner of the property.

The tract consists of 93 acres, more or less, contains one dwelling and is mostly used for agricultural production.

The Applicant intends to develop the tract as a unified development with a mixture of multiple housing types, with two commercial pads on Dual Highway, and to convey approximately 1 acre behind an adjacent office building to that property. These three areas will remain zoned CG. The center of the site is impacted by the 100-year floodplain as depicted on the City's 2017 Revised FEMA Floodplain Map.

The property is bisected by the zoning district boundary. The CG zoned area includes lands that are set back behind front-tier commercial spaces fronting Dual Highway, making the likely development of the eastern portion of the CG zoned lands difficult or unlikely for commercial uses that would most benefit from visibility from Dual Highway.

The area was initially zoned C2 (now relabeled CG) when the property was annexed in 1978, and the built environment along Dual Highway has evolved more over that time to focus commercial uses closer to Dual Highway. The district line was adjusted in a minor fashion in the 2010 Comprehensive Rezoning to make the division between districts more logical but did not take into account the possibility that a single developer would develop the tract for a unified development.

Dividing the property in the manner depicted, via a line drawn in a relatively arbitrary manner that leaves substantial portions of the tract in two zoning districts without consideration of the shape, location or existing features of the property is clear evidence that the assigned CG zoning for a significant portion of the property is a mistake in the current zoning of the area in question. Retention of the classifications as currently depicted creates complications and difficulties in developing the tract in a unified manner.

CONCLUSION

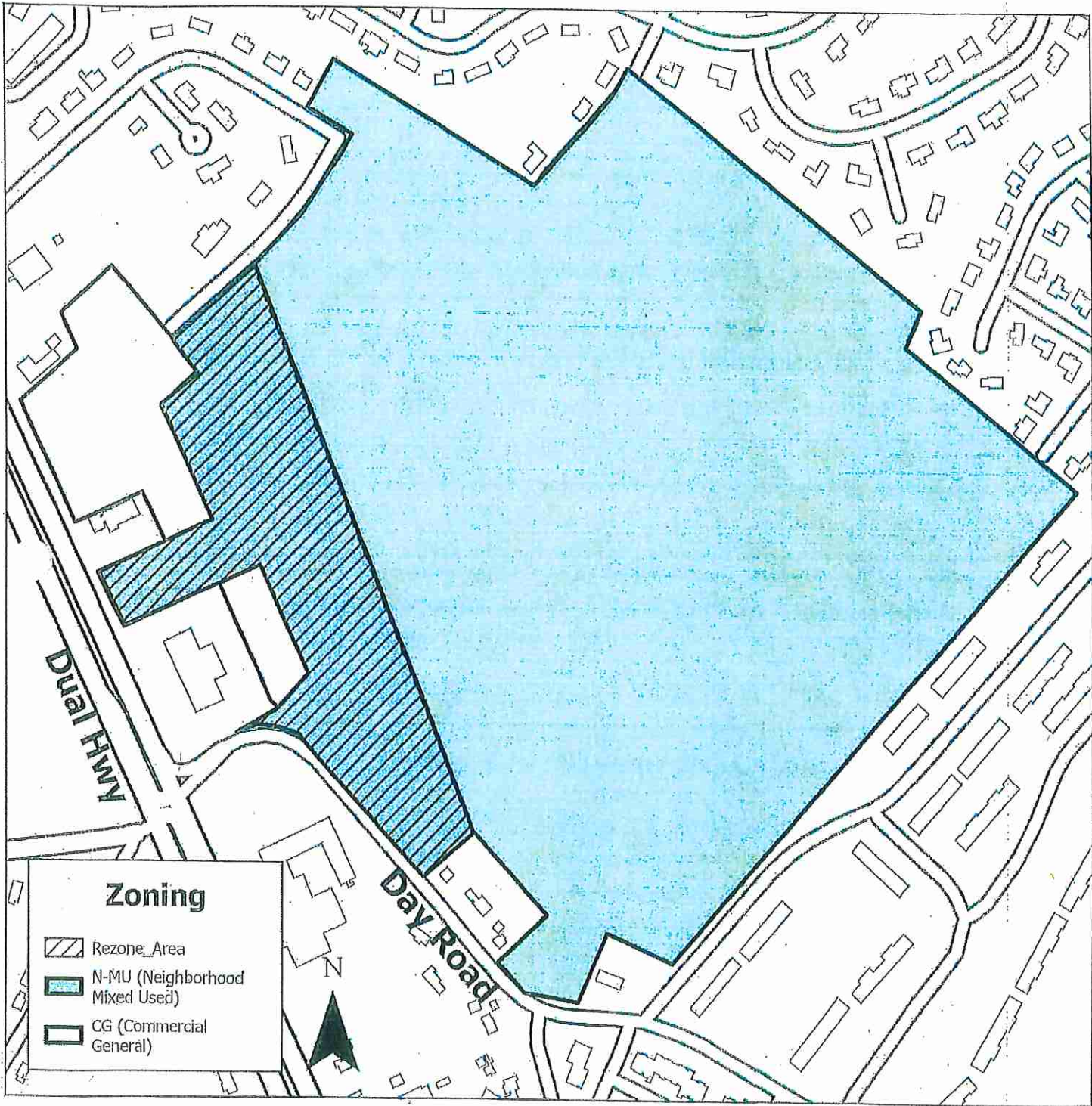
Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on October 27, 2025, to be true and accurate, and that all procedural requirements prerequisite to approval of the reclassification of the lands subject to this application have been met. The Mayor and City Council find as a matter of fact the following:

1. The Applicant has sufficiently demonstrated that the current classification of the area in question is a "mistake" pursuant to Maryland law; and
2. The appropriate classification of the area in question, as depicted on the illustration included in this exhibit, is N-MU (Neighborhood – Mixed Use); and
3. The proposal generally does not violate the spirit and intent of the Zoning Ordinance; and
4. The proposal will not materially or adversely affect adjoining properties.

The Mayor and City Council further finds that in order to protect the real and/or perceived interests of both the current property owner and the Applicant/contract purchaser, that the reclassification shall be effective after the effective date of the Ordinance adopting this reclassification, and within the time period requested by the Applicant, becoming effective upon the conveyance of the property to the Applicant. Should the property not be conveyed to the applicant, this approval shall expire.

MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND

By: William McIntire
William McIntire, Mayor



0-25-24

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

Topic:

Cline Farm Annexation: A-2026-01 – Eastern Blvd. & Jefferson Blvd. – *Matthew Ross, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

A-2026-01_Cline_Farm_Annexation_-_Eastern_Blvd._and_Jefferson_Blvd.pdf

Description

Cline Farm Annexation
Eastern Blvd. and Jefferson
Blvd. A-2026-01



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: April 14, 2026

SUBJECT: A-2026-01 – Cline Farm Annexation – Eastern Boulevard and Jefferson Boulevard.

Staff will be present at the April 14th work session to discuss with the Mayor and City Council the annexation of one property on Jefferson Boulevard.

Background

This property is 36.78 acres and is improved by one vacant dwelling with associated agricultural out buildings. It is primarily used for agricultural production. The property is bisected by Eastern Boulevard. There is no proposed development at this time. The applicant seeks annexation in preparation for future development. There is no request for water service, preannexation agreement or plan for development at this time.

This annexation will include a section of Eastern Boulevard, so that the portion on the east side of Eastern Boulevard is contiguous to the City.

The property is currently zoned as Residential Suburban (RS) in the county. The applicant requests R-MED (Residential-Medium Density) zoning. This is not substantially similar to the County's RS district and express approval from the Board of County Commissioners will be requested. If express approval is not granted, the property owner can proceed with the development with RMED zoning after waiting 5 years.

Annexation Plan

- The property is within the City's MRGA, County's UGA, and the State's PFA.
- It is designated High Density Residential in the County's recently adopted Comprehensive Plan which is different from the County's currently assigned RS zoning.
- Wastewater and Water will be provided by the City upon development.
- Electric is provided by Potomac Edison.

Planning Commission Recommendation

The Planning Commission reviewed the annexation plan at the meeting on March 11th and recommends the proposed RMED zoning.

Next Steps

This item will be on the agenda for the regular meeting on April 28th to approve the annexation plan and introduce the annexation resolution. The public hearing on this matter will be held on June 23rd, 2026 due to requirements to advertise the hearing four times after introduction.

*Attachments: Annexation Resolution
Annexation Plan
Annexation Plat
Annexation Petition
Metes and Bounds Description*

Annexation By:
The Estate of John W Cline

Property Adjacent to:
Hagerstown, Maryland
A Municipal Corporation
Existing under and by virtue of the laws of the State of Maryland

Subject Property:
+/- 36.78 Ac along Eastern Blvd N & 1140 Jefferson Blvd,
Hagerstown, MD 21742

ADJACENT TO THE Western Corporate Limits of the City of Hagerstown

TABLE OF CONTENTS

Petition for Annexation

Attachments to Petition

Exhibit 1: Boundary Survey

Exhibit 2: Metes and Bounds Description

Exhibit 3: SDAT Real Property Data Search

PETITION FOR ANNEXATION OF
+/- 36.78 Ac along Eastern Blvd N & 1140 Jefferson Blvd,
Hagerstown, MD 21742
INTO THE CITY OF HAGERSTOWN

PURSUANT to Section 4-402 and Section 4-404 of the Local Government Article of the Annotated Code of Maryland as amended, the undersigned, The Estate of John W Cline, (the "Petitioner") does hereby petition and request, subject to the terms and conditions stated herein, that the City of Hagerstown, Maryland a Maryland municipal corporation (the "City") through its governing body, the Mayor and City Council, enlarge the corporate boundaries of the City of Hagerstown by annexing and including herein +/- 36.78Ac of real property located on the eastern and western sides of Eastern Blvd and Jefferson Blvd shown as Parcel: 153 (M.38-P.153) on Tax Map: 38 (Tax ID No. 18-003341) (the "**Property**"), together with all of the improvements, rights-of-ways, privileges and appurtenances thereunto belonging.

The Property is shown and described on the Boundary Survey prepared by Triad Engineering, Inc. dated August 6, 2025, which is attached hereto and incorporated herein as Exhibit #1, and more particularly described by the metes and bounds legal description attached hereto and incorporated herein as Exhibit #2, which shall be appended to the current legal description of the City of Hagerstown.

The property is contiguous and adjoining to the existing corporate limits of the City of Hagerstown (MD Code, Local Govt 4-401(b)(1); and this annexation will not create any unincorporated area which is bounded on all sides by (i) real property presently within the corporate limits of the City, (ii) real property proposed to be within the corporate limits of the City as a result of the proposed annexation, or (iii) any combination of such properties. (MD Code, Local Govt. 4-401(b)(2)(i-iii).

There are no residents living in the area to be annexed; and the Petitioner is the owner of at least twenty-five (25%) of the assessed valuation of the real property located in the area to be annexed. (MD Code, Local Govt. 4-404(a))

The specific conditions upon which this Petition is submitted are as follows:

1. Petitioner shall pay the costs of all public notices and advertisements, all survey costs, and engineering costs necessary to effectuate the purpose of this Petition.
2. The Property shall be added to the corporate boundaries of the City of Hagerstown and the Property and any persons now and hereafter residing on the Property shall be generally subject to the provisions of the Charter of the City, the Code of the City of Hagerstown, including those related to the installation and connection to existing utilities, facilities and municipal services, except as may be set forth to the contrary in this Petition.
3. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters, and all Other public improvements, not currently existing, which may be required by the City to be installed, constructed and maintained as part of the development or redevelopment of the property, shall be at the expense of the then owner(s) or developer(s) of the Property requesting the same and shall be at no cost to the City.
4. The Property shall be zoned by the City, as of the effective date of the Annexation Resolution, R-MED (Residential Medium Density)
5. Pursuant to Maryland Code, Local Govt. 4-416, express approval of the zoning Classification by the Washington County Board of County Commissioners shall not be required because R-MED (Residential Medium Density) does not permit development of the Property for Land-uses substantially different or at a substantially higher density than could be granted in accordance with the current RS (Residential Suburban) Washington County zoning classification.
6. Upon verifying that the requirements of Maryland Code, Local Govt. 4-104 have been Compiled with, the presiding officer of the City's legislative body shall promptly cause to be introduced a resolution proposing to enlarge the City of Hagerstown corporate boundaries and to establish the zoning classification of the Property pursuant to the terms and conditions of this Petition.
7. In addition to, but not as part of the resolution proposing to enlarge the City of Hagerstown's corporate boundaries, an annexation plan shall be prepared by City Staff and presented to the City and at least thirty (30) days before the public hearing on this annexation, a copy of the annexation plan shall be provided to (i) the Board of County Commissioners for Washington County, Maryland, (ii) the Maryland Department of Planning; and (iii) any regional or State planning agency with jurisdiction in Washington County as required under Local Govt. 4-415.

8. Petitioners agree that neither the receipt of this Petition nor the presentment of a Resolution to the Mayor and Council by the City is to be considered a waiver of any provisions of the Annotated Code of Maryland, or the common law thereof.
9. Petitioners further agree that the final determination as to whether or not the City shall enlarge its corporate boundaries as requested herein lies exclusively within the discretion of the legislative body.
10. All conditions of annexation shall be either specifically provided for herein or shall be mutually agreed upon in the Resolution adopting this annexation and shall include the following:
 - a. City of Hagerstown municipal and ad valorem real property taxes shall be imposed on the Property and any portion thereof at the pre-annexation assessment value as assigned by the Maryland Department of Assessments and Taxation ("MD SDAT"), until the first to occur of the following: (i) title to the Property being conveyed from the Petitioner to its designees or assigns; (ii) recordation of a Final Plat dividing the Property into multiple, new lots of record for development and sale; or (iii) Ten (10) years from the effective date of the Annexation Resolution.
11. The Petitioner reserves the right, in the sole and absolute discretion, to withdraw this Petition and to terminate any agreement contained herein, prior to the adoption of the annexation resolution, for any reason including, but in not way limited to if the conditions of the annexation specified herein are materially changed to the Petitioner's detriment, as determined in the sole and absolute discretion of the Petitioner.

The assessed valuation of the property requested to be annexed is as shown on the Maryland Department of Assessments and Taxation information sheet(s) attached hereto as Exhibit #3.

WITNESS



PETITIONER

Estate of John W Cline
Jerry Cline, Family Rep.

By: Jerry Cline (SEAL)
Name: Jerry Cline

1-13-2026

Verification

I HEREBY CERTIFY that I have verified the signatures contained on the Petition for annexation dated _____ day of _____, 2025, for the property described and shown in said Petition of Annexation which is attached hereto; and I do hereby certify that they are true and correct signature of said persons and I further certify, pursuant to Maryland Code, Local Government 4-404 that the Petition in fact is signed by owners of not less than twenty-five (25%) of the assessed valuation of the real property located in the area proposed to be annexed.

The assessed valuation of the real property referred to herein as of January 1, 2025 is

Four Hundred Thirty One Thousand One Hundred Dollars and 00/100 Dollars
(\$431,100)

WITNESS my hand and seal this _____ day of _____, 2025.

City Clerk

Mayor

Metes and Bounds Description of Annexation Area

Description of the lands of John W. Cline and a portion of the right of way of Eastern Boulevard, being a tract or parcel of land situated North of Maryland Route 64 (Jefferson Boulevard) and along a portion of Eastern Boulevard in Hagerstown, Election District No. 18, Washington County, Maryland and being more particularly described as follows:

Beginning at a planted stone found at the point of beginning as described in a conveyance from Mary E. Huffer, Clarence E. Huffer, Edna Grace Doub, Nettie E. Swope and Charles V. Swope unto John W. Cline by deed dated March 26, 1945 and recorded among the land records of Washington County, Maryland in Deed Book 229, as Page 442. Said planted stone found also being at the Northeasterly corner of the parcel labeled "SWM Pond" on plats entitled, "Phase 1 Summerland Manor Condominium" and recorded among the aforesaid land records as Plat Numbers M 6 through M 27. Thence leaving said parcel and running with the outline of said Deed Book 229, as Page 442 the following three (3) courses and distances

- 1) S 84° 45' 32" E 558.93 feet to a 5/8" rebar and surveyor's cap set. Thence
- 2) S 13° 53' 28" W 343.86 feet to an open iron pipe found. Thence
- 3) S 73° 21' 32" E 517.41 feet to a 5/8" rebar and surveyor's cap set. Thence leaving said outline and running along the rear lines of several out conveyances from the aforesaid parent deed, which front along Antietam Drive the following seven (7) courses and distances
- 4) S 23° 03' 56" W 310.94 feet to a 5/8" rebar and surveyor's cap found, passing over an open iron pipe found at a distance of 155.30 feet from the beginning thereof. Thence
- 5) S 24° 43' 23" W 54.12 feet to a 5/8" rebar and surveyor's cap found. Thence
- 6) S 24° 38' 58" W 145.74 feet to a 5/8" rebar found. Thence
- 7) S 25° 06' 55" W 59.89 feet to an iron rod found. Thence
- 8) S 24° 08' 45" W 120.26 feet to a 5/8" rebar and surveyor's cap found. Thence
- 9) S 24° 09' 45" W 131.10 feet to an iron rod found. Thence
- 10) S 24° 20' 13" W 364.36 feet to a 5/8" rebar and surveyor's cap set along the Northerly right of way line of Maryland Route 64 (Jefferson Boulevard) as shown on State of Maryland State Roads Commission Plat Number 61282. Thence running with said right of way the following eight (8) courses and distances

- 11) S 89° 26' 01" W 32.87 feet to a point. Thence
- 12) N 00° 33' 59" W 17.00 feet to a point. Thence
- 13) S 89° 26' 01" W 150.00 feet to a point. Thence
- 14) N 00° 33' 59" W 5.00 feet to a point. Thence
- 15) S 89° 26' 01" W 221.06 feet to a point. Thence
- 16) N 00° 33' 59" W 5.00 feet to a point. Thence
- 17) S 89° 26' 01" W 139.54 feet to a point. Thence
- 18) N 32° 10' 36" W 54.80 feet to a point along the Easterly right of way line of Eastern Boulevard as shown on plats prepared by Washington County, Maryland Division of Engineering entitled, "Eastern Boulevard Widening, Jefferson Blvd. to Security Rd." and recorded among the aforesaid land records as Plat Numbers 100-10-514 through 100-10-519. Thence running with said right of way line the following two (2) courses and distances
- 19) N 23° 13' 10" E 67.44 feet to a point. Thence by a curve to the left, having a radius of 2,050.00 feet, an arc length of 187.63 feet and subtended by a chord bearing and distance of
- 20) N 20° 35' 51" E 187.56 feet to a point. Thence leaving said right of way line and crossing Eastern Boulevard
- 21) S 89° 03' 52" W 268.32 feet to a 5/8" rebar and surveyor's cap set, passing over another 5/8" rebar and surveyor's cap set at a distance of 162.29 feet from the end thereof. Said first 5/8" rebar and surveyor's cap set being at the end of the fourth (4th) or N 05° 48' 08" E 318.90 foot line as described in a conveyance from Delores Jane Krasowski, Gloria Jean Jaques, Barbara Ann Rubeck, Jerry Allen Cline, Terry Lee Cline, Victor Leon Cline, Lance Eugene Cline, Loretta Lynn Moser, Mae Marie Dixon, Wayne Douglas Cline and Mickie Louise Myers unto the Board of County Commissioners of Washington County, Maryland by deed dated August 4, 2015 and recorded among the aforesaid land records in Deed Book 5030, as Page 482. Thence running reversely with said line
- 22) S 05° 48' 52" W 306.56 feet to a mag nail found in the asphalt driveway to dwelling address number 1088. Said mag nail also being on the Northerly right of way line of the

- aforementioned Maryland Route 64 (Jefferson Boulevard) as shown on State of Maryland State Roads Commission Plat Number 61282. Thence running with said right of way line the following three (3) courses and distances
- 23) S 88° 54' 01" W 245.34 feet to a point. Thence
 - 24) S 77° 30' 53" W 65.85 feet to a point. Thence
 - 25) S 89° 26' 01" W 121.29 feet to a 5/8" rebar and surveyor's cap set along the seventh (7th) or N 15 1/4° E 23.8 perch line as described in the aforesaid conveyance recorded in Deed Book 229, as Page 442. Thence running with the outline of said conveyance the following four (4) courses and distances
 - 26) N 11° 40' 11" E 364.40 feet to a 5/8" rebar and surveyor's cap set, passing over a 5/8" rebar and surveyor's cap found at a distance of 228.89 feet from the beginning thereof. Thence
 - 27) N 27° 29' 01" E 310.96 feet to a 5/8" rebar and surveyor's cap set, passing over two (2) 5/8" rebar and surveyor's cap found at distances of 43.88 feet and 130.77 feet from the beginning thereof. Thence
 - 28) N 27° 32' 56" E 841.23 feet to a 5/8" rebar and surveyor's cap set, passing over a wood fence post found at a distance of 6.61 feet from the beginning thereof. Thence
 - 29) N 24° 17' 56" E 287.10 the point of beginning;

Containing 37.784 acres of land more or less.

The tract or parcel of land described herein being a portion of the land as described in a conveyance from Mary E. Huffer, Clarence E. Huffer, Edna Grace Doub, Nettie E. Swope and Charles V. Swope unto John W. Cline by deed dated March 26, 1945 and recorded among the land records of Washington County, Maryland in Deed Book 229, as Page 442; and also being a portion of the land as described in a conveyance from Delores Jane Krasowski, Gloria Jean Jaques, Barbara Ann Rubeck, Jerry Allen Cline, Terry Lee Cline, Victor Leon Cline, Lance Eugene Cline, Loretta Lynn Moser, Mae Marie Dixon, Wayne Douglas Cline and Mickie Louise Myers unto the Board of County Commissioners of Washington County, Maryland by deed dated August 4, 2015 and recorded among the aforesaid land records in Deed Book 5030, as Page 499, which is also shown on plats prepared by Washington County, Maryland Division of Engineering entitled, "Eastern Boulevard Widening, Jefferson Blvd. to Security Rd." and recorded among the aforesaid land records as Plat Numbers 100-10-514 through 100-10-519.

This description was prepared by Triad Engineering, Inc. and the bearing system is based on NAD83(91) Maryland State Plane Coordinate System. The tract or parcel of land described herein is also shown and labeled 'PROPOSED ANNEXATION AREA (INCLUDES A PORTION OF RIGHT OF WAY FOR EASTERN BOULEVARD) 37.784 ACRES+/-' on a drawing entitled, "Annexation Plat for a portion of the lands of John W. Cline, Deed Book 229, Page 442 (Will Book 28, Page 161)", dated 09/15/2025 and is intended to be attached hereto and made a part thereof.

The undersigned being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12.

Prepared by: Ronald D. Bidle, Jr., Prof.LS
Maryland Registration Number 21517
Expires: 07/13/2027



Ronald D. Bidle Jr.

Verification

I HEREBY CERTIFY that I have verified the signatures contained on the Petition for annexation dated _____ day of _____, 2025, for the property described and shown in said Petition of Annexation which is attached hereto; and I do hereby certify that they are true and correct signature of said persons and I further certify, pursuant to Maryland Code, Local Government 4-404 that the Petition in fact is signed by owners of not less than twenty-five (25%) of the assessed valuation of the real property located in the area proposed to be annexed and who are registered voters in the Washington County Election District in which the area to be annexed is located.

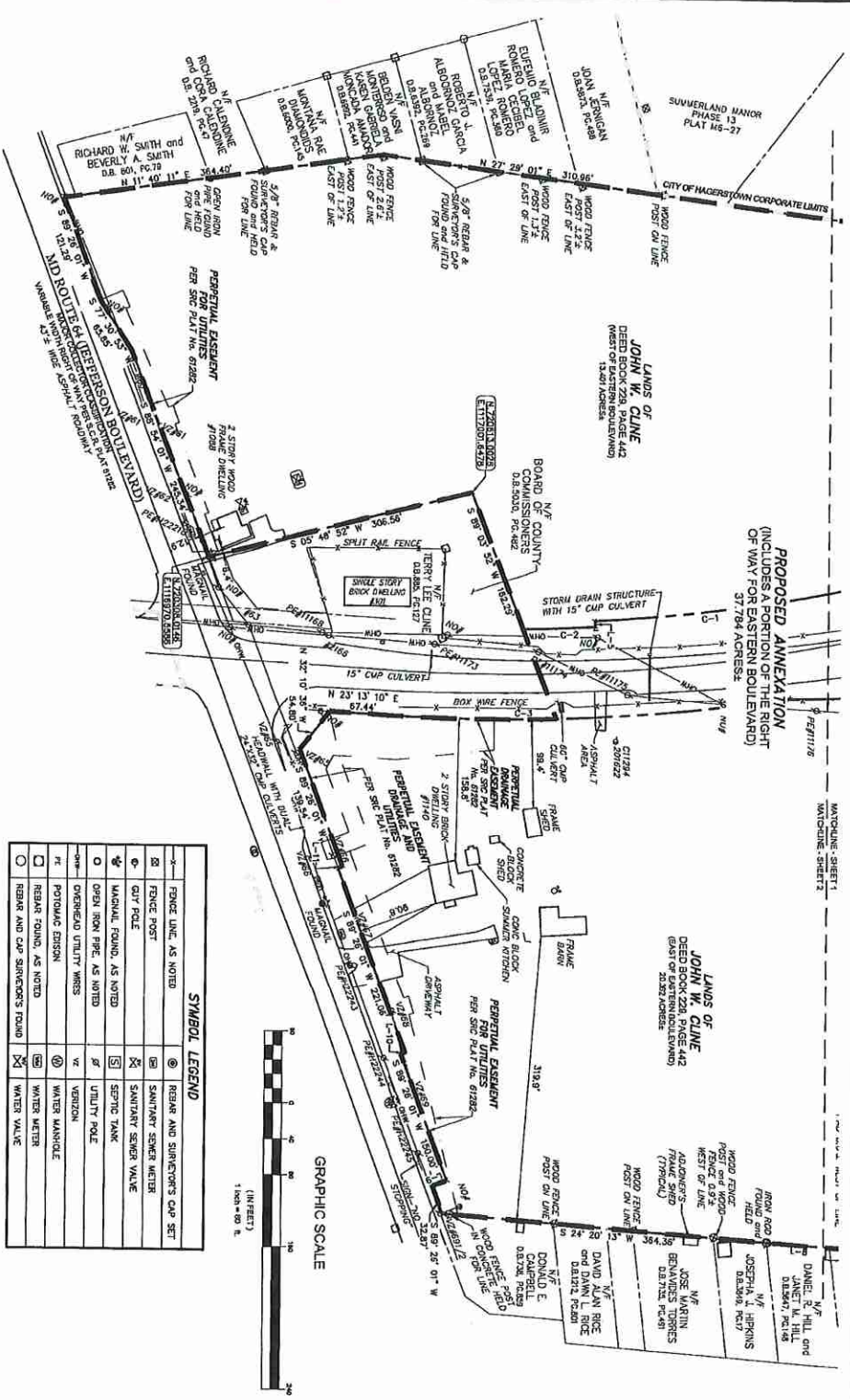
The assessed valuation of the real property referred to herein as of January 1, 2025 is

Four Hundred Thirty One Thousand One Hundred Dollars and 00/100 Dollars
(\$431,100)

WITNESS my hand and seal this _____ day of _____, 2025.

City Clerk

Mayor

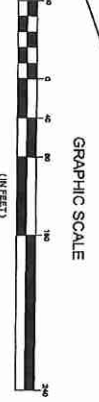


SUPERVISOR'S STATEMENT
 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, I HAVE PERSONALLY PREPARED A BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OF THE SURVEYING PARTY THAT HAS PREPARED THIS PLAT. I AM A LICENSED SURVEYOR IN THE STATE OF MARYLAND AND AM NOT PROVIDING THIS SERVICE AS AN EMPLOYEE OF ANOTHER SURVEYOR OR FIRM. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THIS PLAT DOES NOT CORRECTLY REPRESENT THE ACTUAL BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THIS PLAT DOES NOT CORRECTLY REPRESENT THE ACTUAL BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN. I HAVE NOT BEEN ADVISED OF ANY FACTS OR CIRCUMSTANCES THAT WOULD CAUSE ME TO BELIEVE THAT THIS PLAT DOES NOT CORRECTLY REPRESENT THE ACTUAL BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN.

DATE: _____
 ROBERT D. BOE, II, P.E.
 ENGINEER, No. 12, 2005
 1410 WASHINGTON BLVD., SUITE 200
 HAGERSTOWN, MARYLAND 21117
 A SURVEYOR'S CERTIFICATION COMPRISES A DECLARATION OF PROFESSIONAL OPINION AND A STATEMENT OF THE SURVEYOR'S NAME AND ADDRESS.

- GENERAL NOTES**
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMENTARY WHICH MAY DISCLOSE EASEMENTS OR OTHER MATTERS THAT AFFECT THE PROPERTY. THIS PLAT MAY NOT INDICATE ALL EASEMENTS OR OTHER MATTERS THAT AFFECT THE PROPERTY THAT WERE DISCLOSED IN PROVIDED DOCUMENTS ARE SHOWN HEREON.
 2. THE SUBJECT PROPERTY IS SHOWN HEREON AS BEING A PERPETUAL EASEMENT FOR THE EXISTING WASHINGTON COUNTY, MARYLAND ZONING ORDINANCE. WHEN DETERMINED FOR A FUTURE FAMILY DWELLING UNIT, THE SUBJECT PROPERTY SHALL BE SUBJECT TO THE ZONING ORDINANCE AND ANY OTHER APPLICABLE REGULATIONS AND ORDINANCES OF THE CITY OF HAGERSTOWN, MARYLAND.
 3. THE SUBJECT PROPERTY LIES WITHIN ZONE X - AREAS OF HAZARDOUS FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, MARYLAND. THE SUBJECT PROPERTY IS SHOWN HEREON AS BEING A PERPETUAL EASEMENT FOR THE EXISTING WASHINGTON COUNTY, MARYLAND ZONING ORDINANCE.
 4. REVISIONS AND COMMENTS SHOWN HEREON ARE BASED ON MIDDLEBURY MARYLAND STATE PLANE COORDINATE SYSTEM DERIVED FROM GPS DATA AND HORIZONTAL CONTROL MONUMENT DATA.
 5. THE IMPROVEMENTS SHOWN HEREON ARE PER A FIELD SURVEY PERFORMED BY TRIAD ENGINEERING, INC. COMPLETED IN LINE OF 2022.
 6. THIS PLAT WAS PREPARED FOR THE PURPOSE OF BEING ATTACHED TO AN ANNOTATIONAL APPLICATION TO BE FILED WITH THE CITY OF HAGERSTOWN, MARYLAND.

SYMBOL LEGEND	
—	FENCE LINE, AS NOTED
⊗	REBAR AND SURVEYOR'S CAP SET
⊕	FRANCE POST
⊙	QUIP POLE
⊗	MANHOLE, FOUND, AS NOTED
⊙	OPEN IRON PIPE, AS NOTED
⊕	OVERHEAD UTILITY WIRING
⊕	POT-HOLE DITCH
⊕	REBAR FOUND, AS NOTED
⊕	REBAR AND CAP SURVEYOR'S FOUND
⊕	SEPTIC TANK
⊕	UTILITY POLE
⊕	VERTICAL
⊕	WATER MANHOLE
⊕	WATER METER
⊕	WATER VALVE



SCALE: 1"=80'
TRIAD ENGINEERING, INC.
 www.triadeng.com

ANNEXATION PLAT
 FOR THE LANDS OF
JOHN W. CLINE
 DEED BOOK 22, PAGE 42
 (WILL BOOK 28, PAGE 161)

SITUATED IN THE NORTHEASTERN AND NORTHWESTERN QUADRANT OF THE SECTION 10, T14N, R18E, E1/4, M1/4, NE1/4, NW1/4, SE1/4, SW1/4, S1/4, S2/4, S3/4, S4/4, SPECIFICALLY AT 1140 JEFFERSON BOULEVARD NEAR THE CITY OF HAGERSTOWN WASHINGTON COUNTY, MARYLAND

OWNER/DEVELOPER:
 JOHN W. CLINE
 1140 JEFFERSON BLVD
 HAGERSTOWN, MD 21742

DRAWN BY:
 C.W.J.
CHECKED BY:
 R.D.B.
DATE:
 08/06/2025

TRIAD ENGINEERING, INC.
 1075-D SHERMAN AVENUE
 HAGERSTOWN, MD 21740
 PH: 301.797.6400 FAX: 301.797.2424

OFFICE LOCATIONS
 MARYLAND • OHIO • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA

PREPARED BY:
 ROBERT D. BOE, II, P.E.
 MARYLAND LICENSE NO. 12, 2005
 1410 WASHINGTON BLVD., SUITE 200
 HAGERSTOWN, MARYLAND 21117
 www.triadeng.com

ENGINEERING, INC.
 www.triadeng.com

ANNEXATION PLAT
 FOR THE LANDS OF
JOHN W. CLINE
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ANNEXATION PLAT
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 08/06/2025

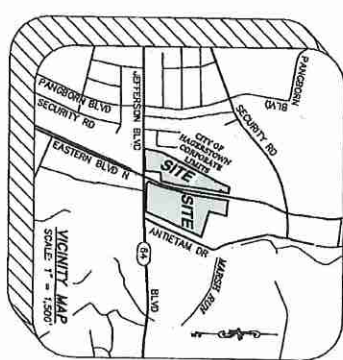
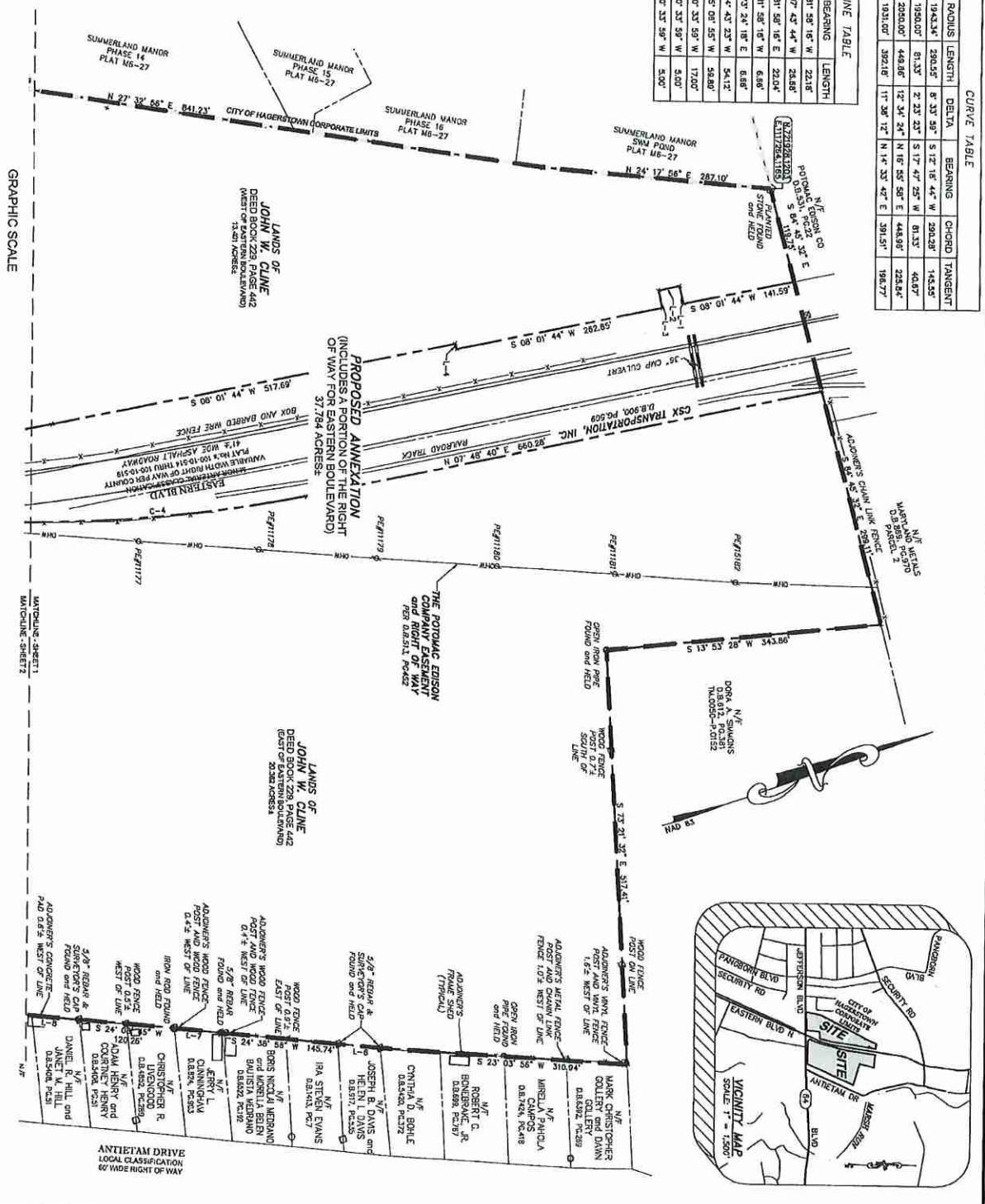
TRIAD ENGINEERING, INC.
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OFFICE LOCATIONS
 MARYLAND • OHIO • PENNSYLVANIA • VIRGINIA • WEST VIRGINIA

Exhibit # 1

CURVE #	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C-1	1943.3	286.55	8° 33' 58"	S 17° 18' 44" W	280.23'	143.58'
C-2	1950.00'	81.33'	7° 23' 23"	S 17° 47' 25" W	81.33'	40.67'
C-3	2000.00'	448.80'	17° 34' 24"	N 16° 55' 50" E	448.80'	228.64'
C-4	1001.00'	392.16'	17° 30' 12"	N 14° 33' 42" E	381.51'	198.77'

LINE#	BEARING	LENGTH
L-1	N 81° 58' 16" W	22.16'
L-2	S 07° 42' 44" W	23.84'
L-3	S 81° 58' 16" E	22.04'
L-4	N 81° 58' 16" W	6.86'
L-5	S 72° 24' 18" E	8.88'
L-6	S 24° 42' 23" W	54.12'
L-7	S 28° 05' 55" W	58.80'
L-8	N 07° 33' 59" W	17.00'
L-9	N 07° 33' 59" W	5.00'
L-10	N 07° 33' 59" W	5.00'
L-11	N 07° 33' 59" W	5.00'



TRIAD ENGINEERING, INC.
 ENGINEERING INC.
 www.triadeng.com
 SHEET NUMBER
1 OF 2
 JOB NO.: 03-25-0128

ANNEXATION PLAT FOR THE LANDS OF JOHN W. CLINE
 DEED BOOK 229, PAGE 442
 (WILL BOOK 28, PAGE 161)
 SITUATED IN THE NORTHEASTERN AND NORTHWESTERN QUADRANT OF THE INTERSECTION OF EASTERN BOULEVARD WITH THE JEFFERSON BOULEVARD, MORE SPECIFICALLY AT 1140 JEFFERSON BOULEVARD NEAR THE CITY OF HAGERSTOWN WASHINGTON COUNTY, MARYLAND

OWNER/DEVELOPER:
 JOHN W. CLINE
 1140 JEFFERSON BLVD
 HAGERSTOWN, MD 21742
 ELECTION DISTRICT: 18
 TAX MAP: 0034 GRID: 0020 PARCEL: 0153

DRAWN BY:
 C.W.J.
CHECKED BY:
 R.D.B.
DATE:
 08/05/2025

TRIAD ENGINEERING, INC.
 1075-D SHERMAN AVENUE
 HAGERSTOWN, MD 21740
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OFFICE LOCATIONS
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City of Hagerstown, Maryland

Annexation Case No. A-2026-01

Property Owner: John W. Cline

Applicant: Mike Deming, AEK Real Estate LLC.

Location of Property: 1140 Jefferson Boulevard, Hagerstown, MD 21742

Tax Map: 0038, Grid: 0020, Parcel: 0153

Annexation Plan

Pursuant to The Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any matter to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

- A. The area of annexation is approximately +/- 36.78 acres. This lot is occupied by one vacant dwelling and associated agricultural out buildings. This property is mostly used for agricultural crop production. There is no proposed development at this time.
- B. The proposed zoning is R-MED (Residential-Medium Density). The purpose of the R-MED district is to provide locations for medium density single-family, two-family and townhouse neighborhoods between the outer edges and downtown and also in newer developments at the outer edges of the city.
- C. The property is designated Medium Density Residential (5-10 units per acre) on the Future Land Use map of the 2018 Comprehensive Plan, which identifies R-MOD (Residential-Moderate Density), R-MED, and RO (Residential Office) as compatible zoning density.

- D. The area of annexation is designated High Density Residential on the recently approved Washington County Comprehensive Plan, which designates the county's intention to reclassify this area to a more dense designation than the current RS (Residential Suburban) assigned zoning designation, when it undertakes a comprehensive rezoning.
- E. It is within the City's Medium Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, vision Hagerstown 2035.
- F. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

- A. The uses of the annexation area will be predominantly residential in nature and the tract is within the Washington County Public Schools (WCPS) system's school attendance boundaries for Pangborn Elementary School, Northern Middle School, and North Hagerstown High School. Per the December 2025 enrollment report from WCPS, Pangborn Elementary School is at capacity, Northern Middle School is under capacity by 97 students, and North Hagerstown High School is over capacity by 48 students. Per the WCPS FY 2025 Facilities Master Plan and the County's FY 2026 Capital Improvement Plan, there are plans for five major capital projects to address facility replacements and student seat capacity needs. These projects are the construction of three elementary schools including Downsville Pike Elementary School, an addition to Jonathan Hager Elementary School as well as funds for capital maintenance. Hagerstown does not have an adequate public facilities ordinance at this time.

Development of the annexation area will generate revenues for the County which could be earmarked for school capacity enhancement using building excise taxes imposed on all building permits from real property development on all new construction. In 2025, the County amended its APFO and Building excise tax ordinances in order for building within municipalities to participate more equally in capital development.

- B. The uses of the annexation area will be predominantly residential in nature and residents resulting from development of the land would be served by the Washington County Free Library.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the area Proposed to be Annexed

- A. The area of annexation is not currently served by city utilities. The property will be served by extension of City Water and Wastewater lines as part of development following annexation. Sufficient Capacity exists to serve the property.
- B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed constructed and maintained as part of the development or re-development of the area of annexation, shall be that the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.
- C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operation territory. Electric utility service is provided by the Potomac Edison Company of First Energy.
- D. The property will be served by existing emergency medical services provided by Meritus Medical Center, Community Rescue Services, Inc., and the City of Hagerstown Fire Department.
- E. The area proposed for annexation fronts Eastern Boulevard and Jefferson Boulevard. This annexation does not include any Jefferson Boulevard right of way. Eastern Boulevard bisects the Property and the right of way that bisects the property is part of the proposal annexation.
- F. Parks and Recreation facility expansions are not proposed for this annexation.

- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department. Station 3 (100 Eastern Boulevard) is the first call station for this site.

- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Eastern Boulevard and Jefferson Boulevard is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

- I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

Resolution NO. A-2026-01

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and MD Code, Local Government §4-401, et seq., to enlarge the corporate boundaries of the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, by adding or annexing to said corporate boundaries areas immediately adjacent and adjoining the present corporate boundary thereof, and to be popularly known as the “*Cline Farm Annexation*, Case No. A-2026-01.”

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-404 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, the proposal to enlarge the corporate boundaries of the City of Hagerstown by adding or annexing thereto the below described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition for Annexation of +/- 36.78 acres bisected by Eastern Boulevard into the City of Hagerstown, submitted to this legislative body on January 13, 2026 by the Estate of John W. Cline and signed by the requisite number of persons as prescribed and set forth in MD Code, Local Government §4-404(a), as residents registered voters, and/or owners of the realty contained within the area to be annexed; the Petition being incorporated herein by reference as if set forth herein and made a part hereof; and

WHEREAS, all other necessary documents have been introduced, and will be made available for public viewing, and made available for discussion at the public hearing to be held on April 28th, 2026; and

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on the Petition, and has ascertained that the requirements of MD Code, Local Government §4-404(b) have been met; and

WHEREAS, the Petition for Annexation meets all requirements of the law, and pursuant to MD Code, Local Government §4-406(d), the Annexation shall be referred to the appropriate State, Regional and County planning authorities; and

WHEREAS, in accordance with City practice in processing annexations, the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance and all other applicable ordinance, the needs of the City and County, and the needs of the particular

neighborhoods and vicinities of the area, and have approved the same and that the rezoning of said tract of land is proper and desirable under all the circumstances and should be accomplished at this time;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, that the boundaries of the City, pursuant to the provisions of MD Code, Local Government §4-401, et seq., be and the same are hereby amended and enlarged so as to annex and include within said City all that certain area of land contiguous to the corporate limits of the City and being more particularly shown and described as the “Cline Farm” on the survey plat entitled “Annexation Plat for the lands of John W. Cline” prepared by Triad Engineering dated August 6, 2025, which is attached hereto and incorporated herein as Exhibit 1, and more particularly described by the metes and bounds description attached hereto and incorporated herein as Exhibit 2.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have zoning classification of RMED (Residential Moderate Density) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 3.

AND BE IT FURTHER RESOLVED, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the are so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions, and policies.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum hereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL

BY THE MAYOR AND CITY COUNCIL
OF HAGERSTOWN, MARYLAND.

Donna K. Spickler
City Clerk

William McIntire
Mayor

Date Introduced: April 28th, 2026
Public Hearing Date: June 23rd, 2026
Date of Passage: July 28th, 2026
Effective Date: September 11th, 2026

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

Topic:

EXECUTIVE SESSION

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

April_14__2026_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
APRIL 14, 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:

“The City of Hagerstown shall be a community focused municipality.”

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

3:45 p.m. EXECUTIVE SESSION

1. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

** Lease Renewal*

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

** Appointment: Planning Commission
Hagerstown Housing Authority*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY : Mayor & City Council

DATE : April 14, 2026

PLACE : Council Chamber, 2nd floor, City Hall

TIME : 3:45 p.m.

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

1. To discuss:
 - (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - (ii) any other personnel matter that affects one or more specific individuals;
2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
5. To consider the investment of public funds;
6. To consider the marketing of public securities;
7. To consult with counsel to obtain legal advice;
8. To consult with staff, consultants, or other individuals about pending or potential litigation;
9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
15. Administrative Function

EXECUTIVE SESSION AGENDA

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

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: