

Mayor and Council Work Session and Executive Session August 18, 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 delicate balance of mentoring someone is not creating them in your own image but giving them the opportunity to create themselves." — Steven Spielberg

2:00 PM WORK SESSION

- 2:00 PM** 1. Preliminary Agenda Review
- 2:10 PM** 2. Homeless Outreach and Youth Mentoring Teams – *Mayor and City Council*
- 2:40 PM** 3. Urban Tree Grant Program -Acceptance of Grant - *Jim Bender, City Engineer*
- 2:50 PM** 4. New Full-Time Positions: Communications and Hagerstown Police Department – *Scott Nicewarner, City Administrator*
- 3:05 PM** 5. Department of Housing and Community Development Community Liaison Update - *Sue Kyler, Community Liaison, and Amanda L. Gregg, Director of Housing & Community Development*
- 3:20 PM** 6. A-2025-01 - Cumberland Valley Veterinary Clinic Annexation - 17747 Virginia Avenue - *Matt Ross, Planner*
- 3:40 PM** 7. A-2025-02 - Meritus Health, Inc. - Doey's House Annexation - 11370 Caring Pathway Lane - *Matthew Ross, Planner*
- 3:40 PM** 8. A-2026-02 - Burkholder-McDade Annexation - *Matthew Ross, Planner*
- 4:10 PM** 9. Legislative Priorities for 2027 Maryland General Assembly – *Scott Nicewarner, City Administrator*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

August_25__2026_Preliminary_Agenda.pdf

Description

Preliminary Agenda -
August, 2026



**MAYOR AND CITY COUNCIL
REGULAR SESSION
(46TH VOTING SESSION)
AUGUST 25, 2026
AGENDA**

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”

Preliminary Agenda

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

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

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective November 18, 2025*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, September 1, 2026 – No Meeting Scheduled
 - 2. Tuesday, September 8, 2026 – Work Session at 4:00 p.m.
 - 3. Tuesday, September 15, 2026 – Work Session at 4:00 p.m.
 - 4. Tuesday, September 22, 2026 – Regular Session at 7:00 p.m.
 - 5. Tuesday, September 29, 2026 – No Meeting Scheduled

V. APPOINTMENTS

Charter Review Committee
Ethics Commission
Hagerstown Housing Authority
Hagerstown Youth Council Partner Group

VI. PROCLAMATIONS

Hagerstown PONY League World Series Team

VII. CITIZEN COMMENTS

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

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

VIII. PUBLIC HEARING

Land Management Code Amendments

Testimony for Public Hearings will be accepted in person at the scheduled meeting. Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes.

IX. MINUTES

July 14, 2026, July 21, 2026, and July 28, 2026

X. CONSENT AGENDA

A. Engineering:

1. Pavement Preservation Program FY27 – FY28 – Craig Paving, Inc. (Hagerstown, MD) Not to Exceed \$ 1,300,000.00
2. Replacement of Traffic Signal Pole at Memorial Boulevard and Frederick Street Intersection – Valentine Electric, Inc. (Hagerstown, MD) \$ 85,000.00
3. Pavement Marking Program – Alpha Space Control, LLC (Chambersburg, PA) Not to Exceed \$ 80,000.00
4. CSX Estimated Fees to Close Summit Avenue RR Crossing – CSX Transportation, Inc. (Atlanta, GA) \$ 62,194.00
5. Two Radar Speed Boards for Potomac Avenue – Traffic Systems and Technology (Manassas, VA) \$ 11,000.00

B. Information Technology:

1. Dossier Fleet Management Annual Renewal – AMCS Group, Inc. (Boston, MA) \$ 11,483.13
2. HPD Police Mobile Annual Software Renewal – Keystone Public Safety, Inc. (Palm Beach Gardens, FL) \$ 165,462.00
3. ESRI GIS Annual Software Renewal – ESRI (Redlands, CA) \$ 42,200.00

C. Police:

1. Ballistic Vests – Angel Armor (Fort Collins, CA) \$ 43,477.00
2. Nicolet Apex KBR – Thermo Electron North America (Madison, WI) \$ 29,600.00
3. Blanket Funding – Maintenance and Expansion of Camera System (CIP) – Miscellaneous Vendors – \$ 150,000.00
4. Blanket Funding – Maintenance and Expansion of Camera System (General Fund) – Miscellaneous Vendors – \$ 100,000.00

D. Public Works:

1. Kelly HVAC Preventive Maintenance Agreement for Cooling Tower at Ice Rink – Kelly HVAC, Inc (Upper Marlboro, MD) \$ 10,480.00

Consent Agenda Continued

E. Utilities:

1. Water: Cyber Security Incident Response – ABB, Inc. (Warminster, PA) \$ 43,500.00
2. Wastewater: Cooling Tower Pump Replacement – Associated Mech Equipment Supplier, LLC (Columbia, MD) \$ 22,210.00
3. Wastewater: Stratus/Proficy Health Check – AutomaTech, Inc. (Plymouth, MA) \$ 25,470.00
4. Wastewater: Methanol Purchase FY27 – Univar Solutions USA LLC (Morrisville, PA) \$ 120,000.00
5. Wastewater: Pelletizer Facility Asset Management Fee – New England Fertilizer Company (NEFCO) (North Quincey, MA) \$ 112,351.04
6. Wastewater: Pelletizer Facility Operations Contract – New England Fertilizer Company (NEFCO) (North Quincey, MA) \$ 1,768,387.87
7. Wastewater: 2027 Ford F250 4x4 Super Cab, Unit 504 – Hertrich Fleet Services, Inc. (Milford, DE) \$ 49,860.00
8. Wastewater: UV Disinfection System Upgrade – Veolia Water Technologies Treatment Solutions (Leonia, NJ) \$ 95,812.00

XI. UNFINISHED BUSINESS

- A. Approval of a Resolution: Cline Farm Annexation, 1140 Jefferson Boulevard, A-2026-01

XII. NEW BUSINESS

- A. Approval of an Annexation Plan: Cumberland Valley Veterinary Clinic – 17747 Virginia Avenue
- B. Introduction of a Resolution: Cumberland Valley Veterinary Clinic Annexation - 17747 Virginia Avenue – A-2025-01
- C. Approval of an Annexation Plan: Meritus Health, Inc. – Doey's House Annexation – 11370 Caring Pathway lane
- D. Introduction of a Resolution: Meritus Health, Inc. – Doey's House Annexation – 11370 Caring Pathway Lane – A-2025-02
- E. Presentation of Petition for Annexation: Burkholder-McDade Properties
- F. Approval of an Annexation Plan: Burkholder-McDade Properties
- G. Introduction of a Resolution: Burkholder-McDade Properties Annexation – A-2026-01
- H. Approval of a Resolution: Acceptance of Main Street Grant
- I. Approval of a Resolution: New User Agreement with Halfway Little League
- J. Approval of a Resolution: Addendum to the User Agreement with the Halfway National Little League
- K. Approval of a Resolution: Perpetual and Permanent Easement BSE Stateline, LLC
- L. Approval of Fireworks at Meritus Park – September 18, 2026
- M. Approval of Funding to the Heart of the Civil War Heritage Area
- N. Approval of Annual Financial and Single Audit Contract for Two Years

XIII. CITY ADMINISTRATOR COMMENTS

XIV. MAYOR & COUNCIL COMMENTS

XV. ADJOURN

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

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

Topic:

Homeless Outreach and Youth Mentoring Teams – *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:

Urban Tree Grant Program -Acceptance of Grant - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Urban_Tree_Grant_Program-Acceptanceof_Grant.pdf

Description

Urban Tree Grant Program-
Acceptance of Grant



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

August 18, 2026

TO: Scott Nicewarner, City Administrator
FROM: Jim Bender, City Engineer JMB
RE: Urban Tree Grant Program – acceptance of grant

1. Background

Over the past several years, the City has applied for (and been awarded) grants from the Chesapeake Bay Trust (the Trust) to plant trees at various locations around the City. These grants are part of the *Tree Solutions Now Act of 2021* that allocated funds to attempt to meet the goal of planting 5 million trees in Maryland by 2031. In the spring of 2026, staff applied for another tree planting grant from the Trust, and we have been notified that we have been awarded \$50,000 in funds for this project. In our grant application, the City committed to a \$27,750 local match of funds from the Stormwater Protection Fund. Due to the size of the award, the City's Grant Policy requires the City Council to formally approve acceptance of the grant.

2. City Council action requested

Review this information, and determine whether or not to accept this grant from the Trust. If the Council agrees, Staff will submit this for formal acceptance at the August 28th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion

For more than two decades, the City has had an ongoing program to plant trees along streets and other locations in our public parks, and to increase the overall canopy coverage. Unfortunately, as some of the larger residential, commercial, and industrial developments have been completed, the City has lost a significant number of trees (e.g. the NorthPoint development along Wesel Blvd., and the Currwood development along Howell Road). The City has used funds collected through the Forest Conservation program to do some planting to make up for these losses, but it is becoming more and more difficult to find suitable planting areas. Staff sees this Urban Tree grant as a tool to help increase canopy coverage.

With the City's NPDES MS4 stormwater permit, planting trees can qualify as a means to meet our restoration requirement. Each tree planted reduces the number of acres of impervious area that the City must treat. In the FY 27 budget for the Stormwater Fund, a minimum of \$50,000 has been set aside to plant trees to help us meet our permit requirements. Staff intends to use part of that money to serve as the local match to the Trust's grant. We have committed to planting a minimum of 130 trees in FY 27 under this grant.

attachment: Grant Agreement

cc: Bill Killinger
Michelle Hepburn
Austin Allman



August 6, 2026

Mr. Scott Nicewarner
City Administrator
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Dear Mr. Nicewarner:

The Chesapeake Bay Trust (the Trust) thanks the City of Hagerstown for your proposal to the Urban Trees Award Program. I am pleased to report approval of \$50,000 and 130 trees from underrepresented native species to plant 130 native trees in Hagerstown.

Your award will be distributed as detailed in the award agreement attached. The payments are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

Funds cannot be applied to expenses incurred prior to July 1, 2026.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust's online grant management system and accessed through <https://cbtrust.org/login/>. You can find resources on this page to support accessing and navigating the Trust's grant management system. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates

If you should have any questions regarding our decision, please feel free to contact the Program Officer Lianna Gomori-Ruben at (410) 974-2941 ext. 112. For questions regarding payment status, please contact finance@cbtrust.org. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jana Davis".

Jana Davis, Ph.D.
President

Award #: 28304
Project Leader: Mr. James Bender





Award Agreement between the Chesapeake Bay Trust
And the City of Hagerstown

This agreement is between the Chesapeake Bay Trust (the "Trust") and the City of Hagerstown (the "Awardee"). The total amount of the award for award number 28304 is \$50,000 and 130 trees from underrepresented native species. Delivery of this award is made through the Urban Trees Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

Award Amount and Description

The award is in the amount of \$50,000 and 130 trees from underrepresented native tree species to plant 130 native trees in Hagerstown. By accepting this award, Awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/5/2026, modified through any contingencies below, and approved in this agreement.

Period of Performance

The period of performance for this award is from 7/1/2026 to 12/15/2028.

Changes in Scope and Budget

Up to 10% of total project funds may be shifted from one of the high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project's goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:

- Scope Changes:
 - i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
 - ii. A change in the physical location of a project
 - iii. Changes in key personnel or key project partners
 - iv. Changes in project deliverables are proposed in your original application and modified through any contingencies in this award agreement
 - v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
- Budgetary Changes:
 - i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
 - ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
 - iii. Budget changes that reflect an alteration of the intent of the project
 - iv. Budget changes that reflect a change in the environmental benefit or impact of a project

Distribution of Funding

Funding will be contingent upon availability and distributed as follows:

Phase 1 payment of \$45,000 is for fall 2026 planting and maintenance activities. This payment is contingent upon:

- i. Initiation and scheduling of a mandatory project initiation meeting within 60 days of the project start date with the Program Officer, and submission of a record of attendance by 9/1/2026 to document that the meeting was held. At the project initiation meeting, reporting requirements and project deliverables will be discussed;
- ii. Submission by 9/1/2026 to the Trust of the signed award agreement;
- iii. Submission by 9/1/2026 to and approval by the Trust of an update to the Scope of Work that reflects the incorporation of 130 1-inch caliper trees from the following underrepresented species as part of

the award: Sugar Maple (30), Smooth Alder (10), Sweet Birch (10), American Witch-hazel (10), Shingle Oak (10), Burr Oak (10), Swamp Chestnut Oak (10), Chinquapin Oak (10), Northern White Cedar (10), American Linden (10), Blackhaw Viburnum (10);

- a. Option A: Planting more trees The updated Scope of Work should provide details about where the additional trees will be planted by identifying additional sites for these trees and providing an updated planting plan that reflects the additional locations.
 - b. Option B: Planting the same number of trees and reallocating funds towards other eligible expenses An updated or confirmed planting plan that reflects the 130 trees from underrepresented species, and an explanation for how the grant funds from the application budget will be reallocated to support other eligible expenses to improve outreach and planning, implementation, and/or maintenance for those trees.
- iv. Submission by 9/1/2026 to and approval by the Trust of a Delivery Plan for receiving the trees in fall 2026 and/or spring 2027 with a point of contact, delivery date(s), and delivery site(s).
 - v. Submission by 9/1/2026 to and approval by the Trust of an updated budget that reflects the inclusion of 130 trees as part of your award and aligns with your updated Scope of Work.
 - vi. Submission by 9/1/2026 to and approval by the Trust of a detailed outreach plan that clearly outlines how outreach strategies will be tailored to engage residents and defines their role and involvement in the project;
 - vii. Submission by 9/1/2026 to and approval by the Trust of a letter of commitment from ACWA specifying what they will offer the project; See the Trust's Letter of Commitment Guidance and Policy for details. https://cbtrust.org/wp-content/uploads/Chesapeake-Bay-Trust-Letter-of-Commitment-Policy_072422.pdf.

Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

Final Payment of \$5,000. This payment is contingent upon

- Registration of the trees planted in the previous phase to the Maryland Department of Environment's Five Million Trees Tracking Tool (Trust staff will help support this effort; contact the Program Officer for assistance).
- Submission to and approval by the Trust of your final report due on or before 12/15/2028. The final report shall include
 - i. **Programmatic Report:** A narrative report using the Trust's final report form accessed through <https://cbtrust.org/forms/>. Included in the final report will be a deliverables section that should match the deliverables you proposed in your approved application, as modified by any contingencies or budget adjustments.
 - ii. **Financial Report – Financial Expense Report:** Information must be entered in the appropriate columns describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
 - iii. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs:** Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each cost submitted must include a corresponding invoice/receipt/piece of documentation. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.
 - iv. **Final Products:** Final products and other deliverables as outlined in your award application and as modified through any contingencies.
 - v. **Photos of the Project:** For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events. All images or other media uploaded or sent to the Trust must be the awardee's original work to which the awardee owns all rights (i.e.

created or purchased by the awardee). The awardee must also ensure that any person who appears in such photos or other media consents to the sharing of their images. Finally, the awardee shall grant the Trust permission to use the photos or other media in our reports, website, and promotional materials free of charge.

Progress Reports

Progress reports on this project including a description of the tree planting progress, to date, are due to the Trust on or before 6/15/2027 and 6/15/2028.

Submitting Documents/Requirements

The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link <https://cbtrust.org/login/>. You can find resources on this page to support accessing and navigating the Trust's grant management system. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the Awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the Awardee.

Acknowledgement of Funder(s)

All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge the Chesapeake Bay Trust and include the Trust's logo (available at www.cbtrust.org/logo). Funding/program partner(s) who appear at the top of the cover letter to this Agreement must also be acknowledged using both organization names and logos.

- Include the 5 Million Trees logo available here (https://cbtrust.org/wp-content/uploads/MFF_5mil-trees-logo.png)

The Trust has also created a social media toolkit available at www.cbtrust.org/granteesocialmedia/. This is an optional resource to assist in preparing social media posts during the life of your award. Please reach out to your Program Officer with any questions.

Indemnification

To the extent allowed by law, the Awardee agrees to indemnify and save harmless the Trust, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the Awardee's negligence, negligent performance of, failure to perform its obligations, or otherwise caused by the Awardee's performance of the project under the terms of this agreement. If the Awardee uses contractors and subcontractors, the Awardee must require its contractors and subcontractors to indemnify and save harmless the Trust and its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the contractor's or subcontractor's negligence or performance of the project.

Accidents or Emergencies

The Awardee must immediately report any accident/emergency to the Trust.

Termination

The Trust may terminate this award, in whole or in part, if you fail to comply with the terms and conditions of the award including statutory or regulatory requirements or if the award no longer accomplishes the program goals or aligns with funding entity priorities. In the event of termination of this award prior to completion, you shall immediately (unless otherwise directed by the Trust in its notice of termination) undertake all reasonable steps to wind down the project collaboratively with the Trust. Should suspension or termination of federal funding occur, you will be given as much time as possible to amass documentation of costs incurred and a properly prepared and substantiated invoice up to the date of termination; however, you must be ready to submit those costs within 7 days of notification by the Trust.

By signing this award agreement, The Awardee agrees to comply with the terms and conditions of this agreement including status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Awardee also agrees to comply with terms and conditions included in the proposal submission and that all work will be conducted in accordance with appropriate Federal, state and local laws.

Failure to submit report(s)/requirement(s) by the deadline may affect continuance of this award and will affect eligibility of future awards.

The undersigned who is (are) fully authorized in the premises of the City of Hagerstown accepts, subject to the terms and conditions in the above award agreement.

Return signed copied of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link <https://cbtrust.org/login/> with the same username and password used when you applied. Please keep a copy for your records.

Signature of
Executive Officer*

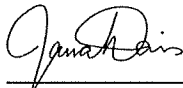
Title

Date

Signature of
Project Leader*

Title

Date



Signature of Jana Davis, Ph.D.
Award #: 28304

President
Chesapeake Bay Trust
Award Program: Urban Trees

8/6/2026
Date

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

Topic:

New Full-Time Positions: Communications and Hagerstown Police Department – *Scott Nicewarner, City Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Department of Housing and Community Development Community Liaison Update - *Sue Kyler, Community Liaison, and Amanda L. Gregg, Director of Housing & Community Development*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

Sue Kyler, Community Liaison & Amanda L. Gregg, Director of Housing & Community Development

ATTACHMENTS:

File Name

WS_8.18.26_Community_Liaison_Update.docx

Description

Community Liaison Update



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

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

To: Scott Nicewarner, City Administrator

From: Sue Kyler, Community Liaison
Amanda L. Gregg, Director of Housing & Community Development

Date: 8/12/26

Re: Community Liaison Position Update

The Community Liaison position was established to provide residents, businesses, property owners, and other community stakeholders with a direct point of contact to help navigate City services and processes. Since April 15, 2025, the Department of Housing & Community Development has had the opportunity to evaluate the position, identify challenges, and better define how the role can provide the greatest value to the community and City operations.

Accomplishments

Over the past year, the Community Liaison has assisted residents and businesses with resolving concerns involving multiple City processes and departments. The position has become an important connection between the public and City staff, particularly when an issue involves permitting, code enforcement, inspections, zoning, or other services.

The role has also expanded within DHCD to include administration and coordination of housing and grant programs, including emergency repair, HOME rehabilitation, and acquisition activities. In addition, the position supports neighborhood revitalization efforts involving vacant, blighted, condemned, and tax-sale properties.

Challenges and Lessons Learned

One of the primary challenges has been coordinating issues that cross multiple departments. Many concerns brought forward by residents or businesses involve more than one City function, which can make it difficult for the public to understand who to contact or what steps are required.

This experience has reinforced the need for the Community Liaison to serve as a “City Connector,” not replacing the responsibilities or authority of individual departments but helping the public navigate City processes and improving communication and coordination between departments.

Moving Forward

Based on the experience gained since April 2025, DHCD is continuing to evolve the Community Liaison position. Moving forward, the role will focus on four primary areas:

- Public navigation and customer service;
- Housing and community development program administration;
- Neighborhood revitalization and property coordination; and
- Interdepartmental coordination and problem-solving.

The goal is to provide residents and businesses with a more accessible and coordinated experience while supporting DHCD’s housing and neighborhood revitalization efforts. As the position continues to develop, DHCD will also improve tracking of services provided and outcomes achieved so the effectiveness and community impact of the position can be better measured.

Attachments: Community Liaison- Year in Review

COMMUNITY LIAISON – YEAR IN REVIEW

Community & Business Engagement

A major focus during the first year has been increasing awareness of the Community Liaison position and establishing the role as a resource for residents and businesses needing assistance navigating City processes.

Community and business engagement has included:

- Joined the Washington County Home Builders Association
- Attends monthly Home Builders Association meetings
- Attend Land Use Council Breakfasts
- Chamber of Commerce Business After Hours
- Multi-Chamber BASH
- Chamber Annual Meeting
- State of the County
- State of the City
- Annual Business Awards
- Multiple business grand openings

- City Community Block Parties
- Presented to the Landlord Association
- Continued outreach and relationship-building with businesses, community partners, property owners, landlords, contractors, and residents

Business & Community Support

Throughout the year, Sue has assisted businesses and individuals who were unsure how to navigate City requirements or which department to contact.

This has included assisting several businesses through the permitting and approval process so they could successfully open a new business or complete an existing project.

The Community Liaison has also helped connect individuals with the appropriate City departments and staff when questions or projects involve permitting, zoning, code enforcement, inspections, or multiple City processes.

Tools & Resources Developed

Sue has begun developing practical resources intended to make City processes easier to understand and navigate, including:

- **Roadmap to Starting a Business** – developed to provide a clear overview of the steps involved in opening a business in the city.
- **Business Start-up Guide** – currently in development as a more comprehensive resource for new and prospective businesses.
- **Welcome to Hagerstown Guide** – currently in development to help residents, businesses, and others better understand available City services and resources.
- **Zoning Certificate Cheat Sheet** – currently in development to simplify the zoning certificate process and provide clearer guidance to applicants.

Challenges & Lessons Learned

The primary challenge during the first year has been establishing a new role that works across multiple departments while building public awareness of the service.

A significant focus has been getting the Community Liaison in front of residents, businesses, community organizations, and other stakeholders so they understand:

If you have a question, don't know where to start, or need help navigating a city process, there is someone you can call.

The first year has also identified opportunities to improve internal communication and coordination when an issue or project requires involvement from multiple City departments.

Next-Year Focus

During the next year, the Community Liaison position will move from primarily establishing and introducing the role toward further implementation and service delivery.

Priorities will include:

- Expanding public-facing guides, checklists, and educational materials;
- Making common City processes easier for residents and businesses to understand;
- Increasing outreach to businesses, residents, landlords, developers, and community organizations;
- Continuing direct assistance with complex or multi-department City processes;
- Strengthening communication and coordination between departments; and
- Continuing to establish the Community Liaison as the City's "City Connector" for those who need help determining where to start or how to move a project or concern forward.

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

Topic:

A-2025-01 - Cumberland Valley Veterinary Clinic Annexation - 17747 Virginia Avenue - *Matt Ross, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_0818_WS_MCC_Presentation_Documents_Vet_Clinic.pdf

Description

Annexation - Cumberland
Valley Vet Clinic



TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: August 18th, 2026

SUBJECT: A-2025-01: Cumberland Valley Veterinary Clinic Annexation – 17747 Virginia Avenue

Staff will be present at the August 18th, 2026 work session to discuss with the Mayor and City Council this proposed annexation.

Background

It is the goal of the Mayor and City council of Hagerstown to ensure that the City of Hagerstown has a diverse, business-friendly economy that supports the community's needs. A priority adopted by the Mayor and City Council to implement that goal is to review pre-annexation agreements and continue to explore new possibilities for annexation opportunities. Annexation, particularly of properties utilizing City services, is a fiscally responsible means of growing the assessable base to ensure that our customers and our citizens continue to benefit from a high level of municipal services and an outstanding quality of life.

The annexation of the Lands of Unger Properties became effective on September 9, 2022. This annexation makes the property at 17747 Virginia Avenue contiguous to the corporate boundary and thus subject to annexation under the terms and conditions of the 2015 pre-annexation agreement.

The current County zoning for the property is Business General (BG). Staff proposes providing Commercial General (CG) zoning, a comparable City zoning classification to the current designation.

Annexation Plan

- The area of the property is approximately 6.09 acres.
- It is within the City's MRGA, County's UGA, and State's PFA.
- Wastewater service is provided by the County.
- Water is provided by the City.
- Electric is provided by Potomac Edison.
- Maintenance of right-of-way will be performed by State Highway Administration on Virginia Avenue (US-11).

Planning Commission

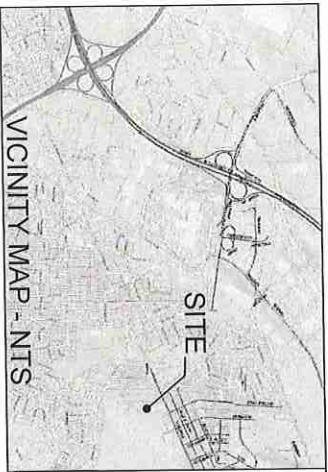
The Planning Commission reviewed the annexation plan and proposed zoning and recommend it positively to the Mayor and City Council.

Next Steps

The introduction of the resolution and approval of the annexation plan will be on the agenda for the next regular meeting on August 25th, 2026. Mayor and Council hearing will be scheduled after that.

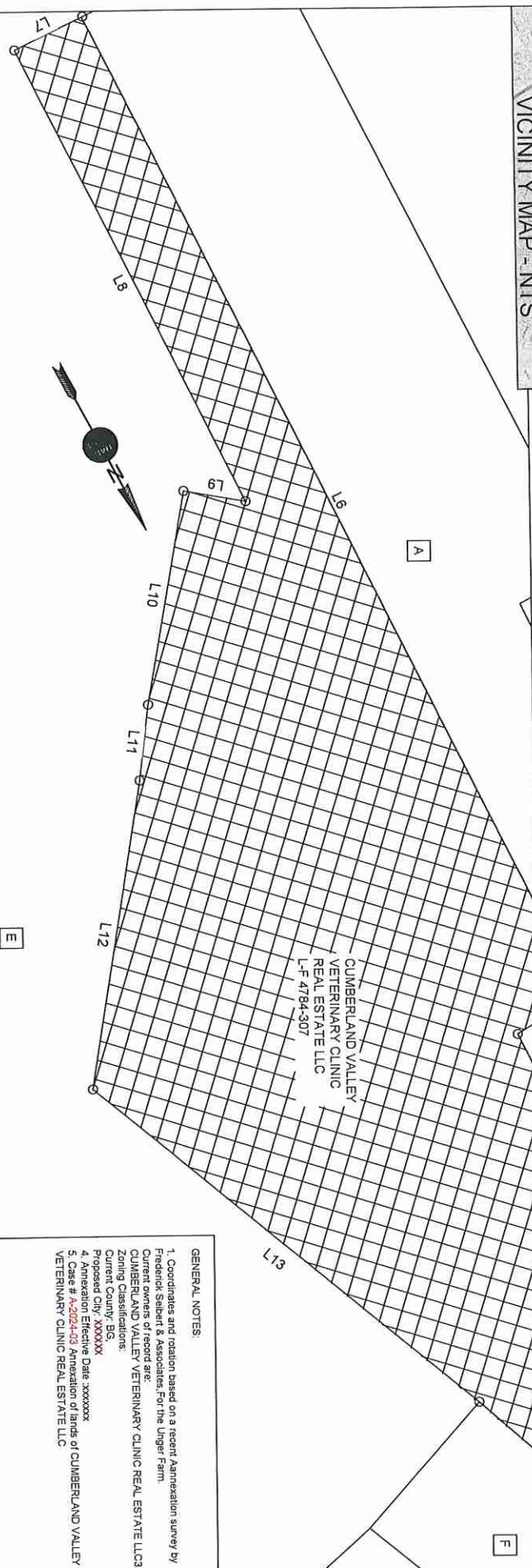
(Continued)

Attachments: Annexation Plat
Annexation Plan
Zoning Exhibit
Annexation Resolution
Draft Motion Sheets
Preannexation Agreement



A	ROBERTSON ROBERT J & SUSAN W	L-F 801-217
B	CUMBERLAND VALLEY VETERINARY CLINIC REAL ESTATE LLC	L-F 4780-278
C	CUMBERLAND VALLEY VETERINARY CLINIC REAL ESTATE LLC	L-F 4804-215
D	STOFFER KEVIN L & STOFFER EVA M	L-F 3191-154
E	LINGER PROPERTIES LLC	L-F 8323-20
F	MICHAEL S LAWRENCE T	L-F 656-568

ADJOINER TABLE

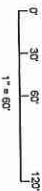


LEGEND

NEW LINE OF ANNEXATION	—
EXISTING CORPORATE BOUNDARY	—
AREA TO BE ANNEXED	
PREVIOUS ANNEXATION LINGER FARMS	

I hereby certify that the plat shown and described hereon is a true and correct copy of the original as filed by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications of the Hagerstown Subdivision Ordinance. This Plat was prepared by and supplied by me as a professional land surveyor and I am responsible for all with requirements set forth by COMAR 08.13.06.12

Line #	Length	Direction
L1	190.82	N20° 50'26"W
L2	111.80	S67° 16'38"W
L3	211.83	S00° 55' 01"W
L4	183.43	S01° 15' 35"W
L5	64.38	S86° 02' 13"W
L6	936.36	S01° 17' 23"W
L7	64.18	S87° 46' 28"E
L8	432.64	N01° 19' 03"E
L9	54.26	S52° 34' 04"E
L10	185.01	N38° 03' 48"E
L11	65.07	N34° 57' 23"E
L12	266.51	N37° 05' 41"E
L13	426.77	N22° 52' 21"W



I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown, Maryland. The undersigned is the duly authorized representative of the City of Hagerstown, Maryland, on the basis of Resolution No. 2024-03, which is attached to this Resolution. REAL ESTATE LLC consented to the Annexation of its parcel, which consent is evidenced in Exhibit A, attached to the Resolution.

William McIntire
Mayor of the City of Hagerstown

Date _____

GENERAL NOTES:

- Coordinates and rotation based on a recent Annexation survey by Frederick Seibert & Associates, for the Unger Farm.
- Current owners of the property are CUMBERLAND VALLEY VETERINARY CLINIC REAL ESTATE LLC.
- Current County: BG.
- Proposed City: XXXXX.
- Annexation Effective Date: xxxxxx.
- Case # A-2024-03 Annexation of lands of CUMBERLAND VALLEY VETERINARY CLINIC REAL ESTATE LLC.

ACREAGE TABLE	
TOTAL AREA	6.082 acres +/-

MISC PLAT # _____

Annexation Plat	
CUMBERLAND VALLEY VETERINARY CLINIC	
17746 VIRGINIA AVE	
CITY OF HAGERSTOWN, MD	
ENGINEERING DEPARTMENT	
Washington County Tax Map No. 49	
Washington County, Maryland	
Drawn By: JMB:JMB	Date: 5/7/2025
Scale: 1" = 60'	City Tax Map 51
Sheet No.	CITY DRAWING NUMBER
1 of 1	70-124-01

City of Hagerstown, Maryland

Annexation Case No. A-2025-01

Property Owners: Cumberland Valley Veterinary Clinic Real Estate, LLC
Applicant: City of Hagerstown
Location of Property: 17747 Virginia Avenue (Tax Map 49, Grid 14, Parcel 825)

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 manner 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 +/- 6.09 acres.
- B. The proposed zoning is CG (Commercial General). The purpose of the CG District is to provide locations for businesses of a general nature to serve the community.

The CG zoning classification proposed for this site is substantially similar to the County's current zoning of BG (Business General), which allows for a wide array of permitted uses.

- C. It is within the City's Medium Range 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, visionHagerstown 2035.
- D. 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 are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

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 property is approved for City water service per the annexation agreement. Sufficient capacity exists to serve the property. The property is existing development and is currently served.
- 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 operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

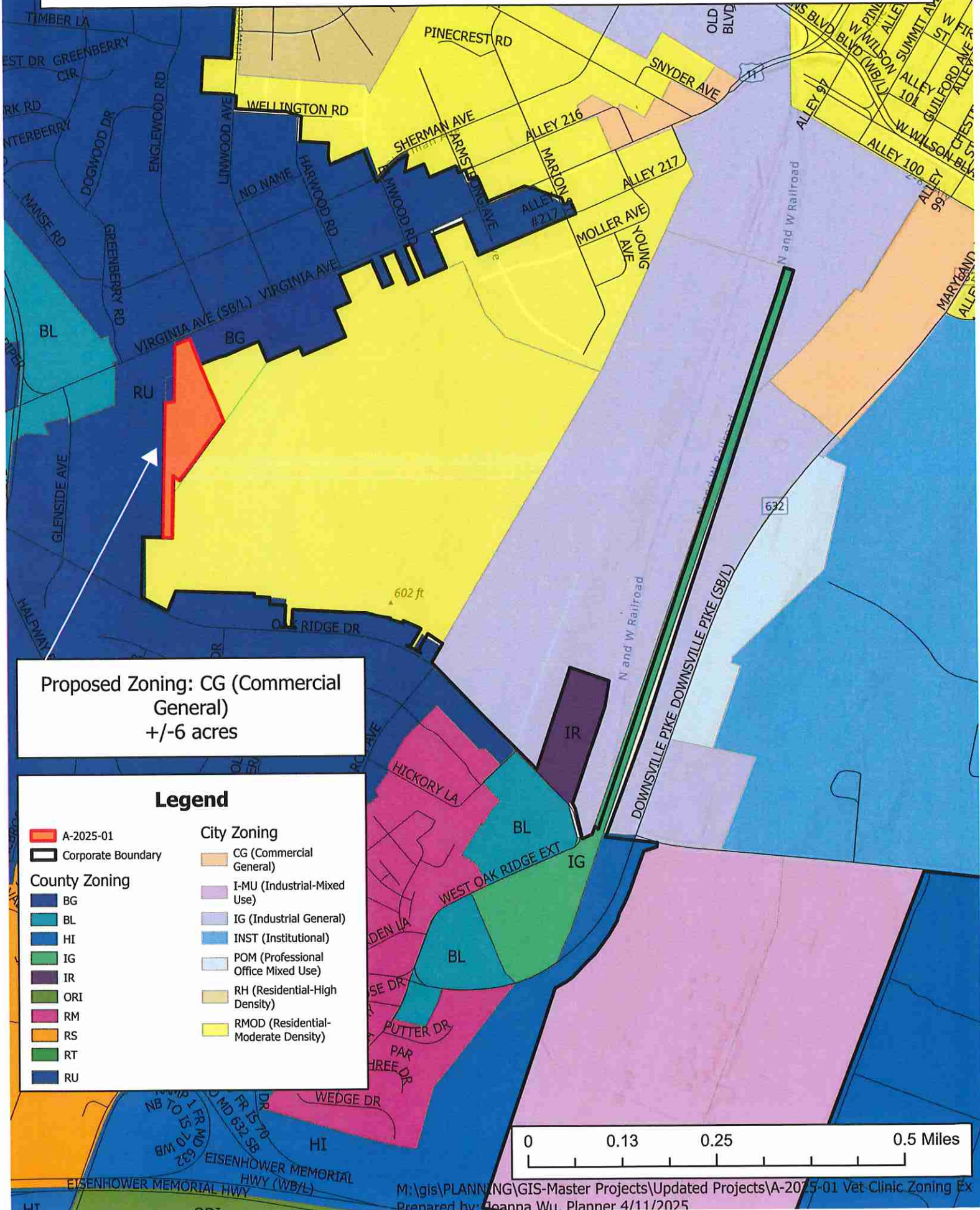
The Hagerstown Light Department (HLD) provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by HLD. Contact HLD for details regarding street light installation requirements.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation fronts Virginia Avenue (US-11). This annexation does not propose any change to current ownership or service. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

- F. Parks and recreation facility expansion 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 Engine 5 located on 1st Street.
- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Virginia Ave (US-11) is performed by State Highway Administration. 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.

A-2025-01: Cumberland Valley Veterinary Clinic Real Estate, LLC

Exhibit C



Resolution No. A-2025-01

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.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-403 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, said annexation is identified on the Annexation Plat, shall be popularly known as "A-2025-01"; Pre-Annexation Agreement WS-2015-09 Cumberland Valley Veterinary Clinic, LLC" for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat**; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended 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 described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of CG (Commercial General) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. 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 area 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.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE
SEAL

BY ORDER OF THE MAYOR AND THE CITY
COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date Introduced: August 25th, 2026
Public Hearing Date: October 27, 2026
Date of Passage: November 24th, 2026
Effective Date: January 8th, 2027

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 25th, 2026

TOPIC: Approval of Annexation Plan – A-2025-01: Cumberland Valley Veterinary Clinic Real Estate, LLC

Charter Amendment

Code Amendment

Ordinance

Resolution

Other

X

MOTION: I hearby move that the Mayor and Council approve an Annexation Plan for Annexation Case No. A-2025-01: Cumberland Valley Veterinary Clinic Real Estate, LLC located at 17747 Virginia Avenue. The portion of property to be annexed is approximately 6.09 acres in size and is intended to be added to and made part of the adjacent municipal lands with CR zoning.

DATE OF PASSAGE: 08/25/26

EFFECTIVE DATE: 08/25/26

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 25th, 2026

TOPIC: Introduction of Annexation Resolution – A-2025-01: Cumberland Valley Veterinary Clinic Real Estate, LLC

Charter Amendment

Code Amendment

Ordinance

Resolution ☒

Other

MOTION: I hereby move that the Mayor and Council introduce an Annexation Resolution for Annexation Case No. A-2025-01: Cumberland Valley Veterinary Clinic Real Estate, LLC located at 17747 Virginia Avenue. The portion of property to be annexed is approximately 6.09 acres in size and is intended to be added to and made part of the adjacent municipal lands with CR zoning. The resolution package includes the annexation plat, zoning exhibit, and pre-annexation agreement.

DATE OF INTRODUCTION: 08/25/26

HEARING DATE: 10/27/26

DATE OF PASSAGE: 11/24/26

EFFECTIVE DATE: 01/08/27

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTYCase No. WS- 2015 - 09

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 13th day of November, 2015, by and between Cumberland Valley Veterinary Clinic of Washington (County), Maryland (State), party of the first part, hereinafter called "PROPERTY OWNER(S)" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second party, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby annexation, except in certain situations, is a prerequisite to the City providing its services including water and sewerage services to serve any properties beyond the corporate boundaries of the City; and

WHEREAS, the property of the Property Owner(s) as hereinafter described (hereinafter "the Property") is subject to the annexation policy and no exception in said policy is applicable; and

WHEREAS, the Property is not now contiguous to the City; and

WHEREAS, the Property Owner(s) is willing to consent to have the Property annexed into the City at such time as the Property shall become contiguous to the City; and

WHEREAS, the Property Owner(s) agree that if and when the Property becomes contiguous to the City it is in the interest of the Property Owner(s) and the Property that it become a part of the City of Hagerstown; and

WHEREAS, Property Owner has been fully informed and fully understands that he must request annexation and submit to annexation the Property in order to obtain the benefit of the said City services.

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its Water (insert types of services being given) services to serve the property of Property Owner prior to annexation, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is the Property known as

17747 Virginia Ave, Hagerstown

Please insert the proper clarifying language which identifies and describes the Property. Please provide the necessary information in one of the following ways:

- * *The lot number and the name of the recorded subdivision. Provide as an attachment a copy of the recorded plat referenced as ■Exhibit A• in 82 x 11-inch format; OR*
- * *The legal description of the Property. Provide as an attachment a copy of the metes and bounds description referenced as ■Exhibit A• in 82 x 11-inch format; OR*
- * *The liber/folio number of the current deed. Provide as an attachment a copy of the deed referenced as ■Exhibit A• in 82 x 11-inch format.*

NOTE: A street address is not sufficient.

2. City shall, subject to the terms and conditions of this Agreement, extend the following City services, Water, (insert types of services being given) to and for the benefit of the Property and the Property Owner herein.

3. The Property Owner shall pay all of the costs and expenses of the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of the services and the payment therefor.

4. Property Owner(s) agree to pay all connection, benefit and other charges in accordance with the rates then in effect according to Water Department and Sewer Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the services provided, now in effect, and which may be placed in effect at any future date.

6. Property Owner(s) agrees that he will, if an annexation resolution shall be initiated for the Property, agree to support the annexation of the Property and the annexation procedure.

7. It is distinctly understood and agreed that, if the Property Owner(s) take action in opposition to the annexation of the property and/or withholds or withdraws support for such annexation, City shall not be required to make any further provision of the requested services to the Property. (However, no then existing services shall be discontinued.)

8. It is further understood and agreed that should Property Owner's property be annexed, Property Owner shall be subject to all the Ordinances and rules and regulations of City and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

9. Additional Provisions:

10. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. This Agreement shall be valid and binding upon the heirs, personal representatives, successors and assigns of the parties hereto, and shall be considered as a

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

covenant running with the land of Property Owner, and a copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland, at the expense of Property Owner.

12. Covenant of further assurances.

13. The parties agree that in the event that the Property Owner(s) fail to comply with the terms of this Agreement or attempt to avoid the annexation of the Property pursuant to this Agreement, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

William S. Eckelberger

PROPERTY OWNER

Edward C. Wornbush, Sr. (SEAL)
Signature

Edward C. Wornbush, Sr.
Typed/Printed Name

ATTEST:

Donna K. Spickler
Donna Spickler, City Clerk

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

David S. Gysberts
David S. Gysberts, Mayor

5112 0323

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

STATE OF Maryland)
) SS:
COUNTY OF Washington)

I hereby certify, that on this 26 day of October, 2015, before me, a Notary Public in and for said County and State, personally appeared Dr. Edward C. Wurmb and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of _____.

WITNESS my hand and Notarial Seal.
My Commission Expires: 9/15/2016



Nikki S. Echelberger
, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 18 day of NOVEMBER, 2015, before me, a Notary Public in and for said County and State, personally appeared David S. Gysberts, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: 12-26-2017



Emily McFarland
, Notary Public

RETURN TO: City of Hagerstown Planning & Code Administration Division
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

Revised: January 3, 2005; November 30, 2005; July 18, 2006; October 19, 2006; September 23, 2013

H:\Community and Economic Development\Planning and Code Administration\Planning\Annexation\Pre-AnnexationReview\PreAnnexAgreement.doc

5112 0324

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Owner/Purchaser:
Cumberland Valley Veterinary
Clinic Real Estate, LLC
17747 Virginia Ave.
Hagerstown, MD 21740

LINE	BEARING	DISTANCE
L1	S 34°57'23" W	65.07
L2	N 82°24'04" W	54.26
L3	N 87°45'26" W	64.18
L4	S 86°02'13" W	64.38
L5	N 07°15'35" E	10.38

Parcel 911
Liber 4780 folio 279
1.65 Ac.
Parcel C
1.39 Ac. Parcel C
0.26 Ac. Remaining

PARCEL C
(Not for Development)
1.39 Ac.

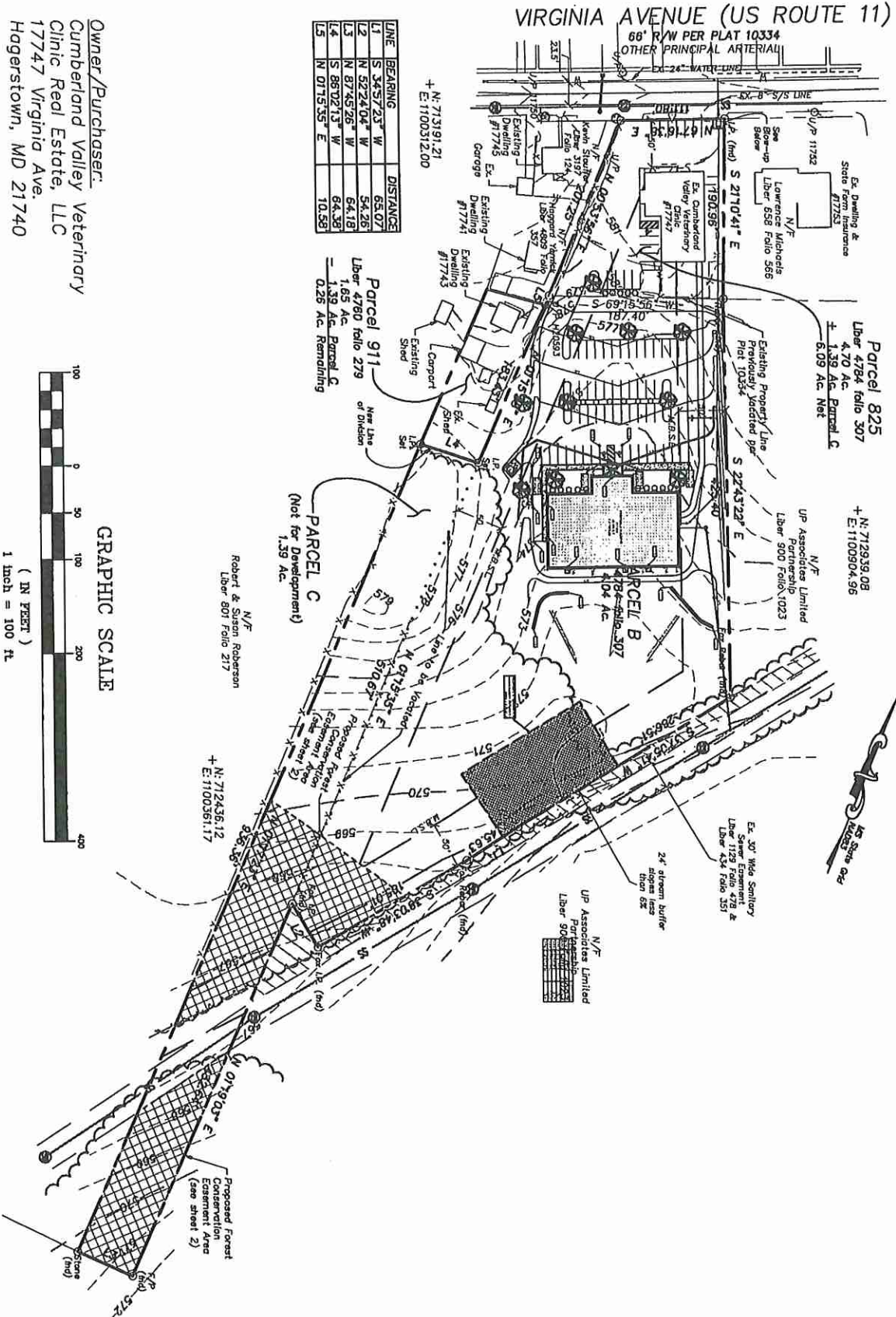
N/F
Robert & Susan Robertson
Liber 801 folio 217

N 71°24'36.12"
Liber 801 folio 217

Proposed Forest
Conservation Area
(see sheet 2)

VIRGINIA AVENUE (US ROUTE 11)

66' R/W PER PLAT 10334
OTHER PRINCIPAL ARTERIAL



(IN FEET)
1 inch = 100 ft

GRAPHIC SCALE

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

Topic:

A-2025-02 - Meritus Health, Inc. - Doey's House Annexation - 11370 Caring Pathway Lane -
Matthew Ross, Planner

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

2026_0818_WS_MCC_Presentation_Documents_Doey_s_House.pdf	Annexation - Doey's House
--	---------------------------



TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: August 18, 2026

SUBJECT: A-2025-02: Meritus Health Inc – Doey's House Annexation

Staff will be present at the August 18th, 2026 work session to discuss with the Mayor and City Council this proposed annexation.

Background

It is the goal of the Mayor and City council of Hagerstown to ensure that the City of Hagerstown has a diverse, business-friendly economy that supports the community's needs. A priority adopted by the Mayor and City Council to implement that goal is to review pre-annexation agreements and continue to explore new possibilities for annexation opportunities. Annexation, particularly of properties utilizing City services, is a fiscally responsible means of growing the assessable base to ensure that our customers and our citizens continue to benefit from a high level of municipal services and an outstanding quality of life.

The annexation of Foggy Bottom Farm and Other Lands (A-2018-01) became effective on April 12, 2019. This annexation makes the property at 11370 Caring Pathway Lane contiguous to the corporate boundary and thus subject to annexation under the terms and conditions of the 2016 pre-annexation agreement.

The current County zoning for the property is Office, Research, and Industry (ORI). Staff propose providing Industrial-Mixed Use (I-MU) zoning, a comparable City zoning classification to the current designation.

Annexation Plan

- The area of the property is approximately 4.39 acres.
- It is within the City's MRGA, County's UGA, and State's PFA.
- Water and Wastewater service are provided by the City.
- Electric is provided by Potomac Edison.
- Maintenance of right-of-way will be performed by Washington County on Yale Drive. Caring Pathway Lane is a private road.

Planning Commission

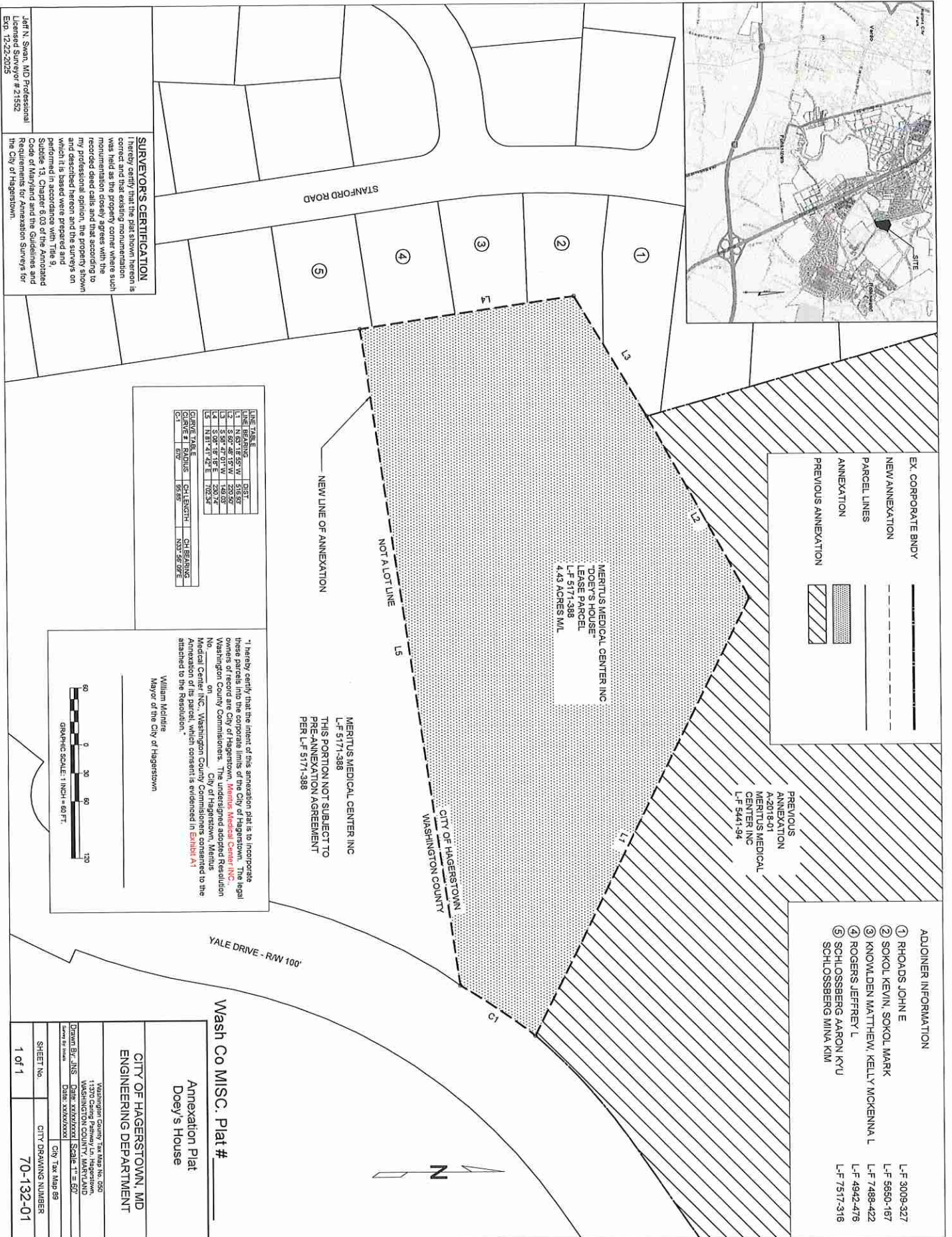
The Planning Commission reviewed the annexation plan and proposed zoning and recommend it positively to the Mayor and City Council.

Next Steps

The introduction of the resolution and approval of the annexation plan will be on the agenda for the next regular meeting on August 25, 2026. Mayor and Council hearing will be scheduled after that.

(Continued)

Attachments: Annexation Plat
Annexation Plan
Zoning Exhibit
2 Draft Motion Sheets
Draft Resolution
Preannexation Agreement



City of Hagerstown, Maryland

Annexation Case No. A-2025-02

Property Owners: Meritus Medical Center Inc.
Applicant: City of Hagerstown
Location of Property: 11370 Caring Pathway Lane (Tax Map 50, Grid 14, Parcel 1665)

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 manner 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 +/- 4.39 acres. The property subject to annexation is the portion of the property located to the northwest of the intersection of Medical Campus Road and Yale Drive.
- B. The proposed zoning is I-MU (Industrial Mixed Use). The purpose of the I-MU District is to provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

The I-MU zoning classification proposed for this site is substantially similar to the County's current zoning of ORI (Office, Research and Industry), which allows for a wide array of permitted uses.

- C. It is within the City's Medium Range 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, visionHagerstown 2035.

- D. 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 are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

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 property is approved for City water service per the annexation agreement. Sufficient capacity exists to serve the property. The property has been previously developed and is currently served.
- 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 operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

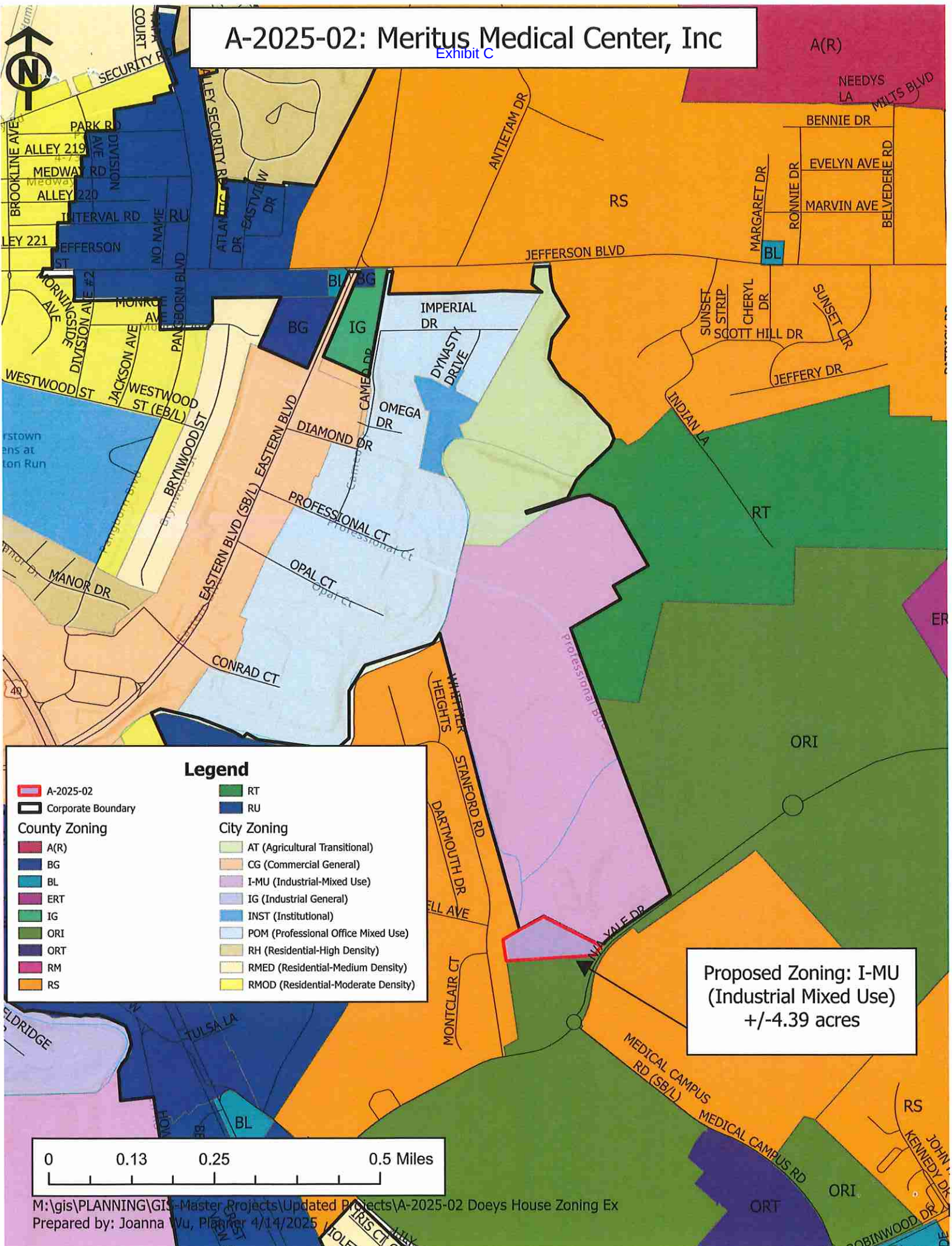
The Hagerstown Light Department (HLD) provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by HLD. Contact HLD for details regarding street light installation requirements.

- D. This property is currently within Funkstown's response district for emergency services. However, HFD also responds to this location for alarm activations and greater emergencies. No significant impact on emergency medical service delivery is expected.

- E. The area proposed for annexation fronts Caring Pathway Lane and Yale Drive. This annexation does not propose any change to current ownership or service. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.
- F. Parks and recreation facility expansion 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 Engine 3 located on Eastern Boulevard.
- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Yale Drive is performed by Washington County. Caring Pathway Lane is a private road. 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.

A-2025-02: Meritus Medical Center, Inc

Exhibit C



Resolution No. A-2025-02

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.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-403 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, said annexation is identified on the Annexation Plat, shall be popularly known as “A-2025-02”; Pre-Annexation Agreement WS-2016-01 Meritus Health, Inc” for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat**; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended 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 described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial-Mixed Use) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. 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 area 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.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE
SEAL

BY ORDER OF THE MAYOR AND THE CITY
COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date Introduced:	August 25 th , 2026
Public Hearing Date:	October 27, 2026
Date of Passage:	November 24 th , 2026
Effective Date:	January 8 th , 2027

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 25, 2026

TOPIC: Introduction of Annexation Resolution – A-2025-02: Meritus Health Inc.

Charter Amendment

Code Amendment

Ordinance

Resolution ☒

Other

MOTION: I hearby move that the Mayor and Council introduce an Annexation Resolution for Annexation Case No. A-2025-02: Meritus Health Inc. located at 11370 Caring Pathway Lane. The portion of property to be annexed is approximately 4.39 acres in size and is intended to be added to and made part of the adjacent municipal lands with I-MU zoning. The resolution package includes the annexation plat, zoning exhibit, and pre-annexation agreement.

DATE OF INTRODUCTION: 08/25/26

HEARING DATE: 10/27/26

DATE OF PASSAGE: 11/24/26

EFFECTIVE DATE: 01/08/27

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 25, 2026

TOPIC: Approval of Annexation Plan – A-2025-02: Meritus Health Inc.

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

MOTION: I hearby move that the Mayor and Council approve an Annexation Plan for Annexation Case No. A-2025-02: Meritus Health Inc. located at 11370 Caring Pathway Lane. The portion of property to be annexed is approximately 4.39 acres in size and is intended to be added to and made part of the adjacent municipal lands with I-MU zoning.

DATE OF PASSAGE: 08/25/26

EFFECTIVE DATE: 08/25/26

Case No. WS- 2016 - 01

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 23rd day of February, 2016, by and between MERITUS HEALTH, INC., a Maryland corporation, party of the first part, hereinafter called "PROPERTY OWNER" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second party, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby annexation, except in certain situations, is a prerequisite to the City providing its services including water and sewerage services to serve any properties beyond the corporate boundaries of the City; and

WHEREAS, the property of the Property Owner as hereinafter described (hereinafter "the Property") is subject to the annexation policy and no exception in said policy is applicable; and

WHEREAS, the Property is not now contiguous to the City; and

WHEREAS, the Property Owner is willing to consent to have the Property annexed into the City at such time as the Property shall become contiguous to the City; and

WHEREAS, the Property Owner agrees that if and when the Property becomes contiguous to the City it is in the interest of the Property Owner and the Property that it become a part of the City of Hagerstown; and

WHEREAS, Property Owner has been fully informed and fully understands that he must request annexation and submit to annexation the Property in order to obtain the benefit of the said City services.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to City, the mutual covenants and promises of the parties and other

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its public water and sewer service to serve the property of Property Owner prior to annexation, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is a +/- 4.39 acre portion of the property located to the northwest of the intersection of Medical Campus Road and Yale Drive, being part of and shown on Washington County Tax Map 50, Grid 14, as Parcel 1665; Tax I.D. #10-059879. An exhibit prepared by Fox & Associates, dated December 2015 depicting the subject property is attached hereto as **Exhibit A** and a metes and bounds legal description of the property, also prepared by Fox & Associates and dated January 22, 2016, is attached hereto as **Exhibit B**.
2. City shall, subject to the terms and conditions of this Agreement, extend public water and sewer service to and for the benefit of the Property and the Property Owner herein.
3. The Property Owner shall pay all of the costs and expenses of the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of the services and the payment therefor.
4. Property Owner agrees to pay all connection, benefit and other charges in accordance with the rates then in effect according to Water Department and Sewer Department rules and regulations and applicable City Ordinances.
5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the services provided, now in effect, and which may be placed in effect at any future date.
6. Property Owner agrees that it will, if an annexation resolution shall be initiated for the Property, agree to support the annexation of the Property and the annexation procedure.
7. It is distinctly understood and agreed that, if the Property Owner takes action in opposition to the annexation of the property and/or withholds or withdraws support for such annexation, City shall not be required to make any further provision of the requested services to the Property. (However, no then existing services shall be discontinued.)
8. It is further understood and agreed that should Property Owner's property be annexed, Property Owner shall be subject to all the Ordinances and rules and regulations of City and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.
9. Additional Provisions: None

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

10. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.
11. This Agreement shall be valid and binding upon the heirs, personal representatives, successors and assigns of the parties hereto, and shall be considered as a covenant running with the land of Property Owner, and a copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland, at the expense of Property Owner.
12. Covenant of further assurances.
13. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property pursuant to this Agreement, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

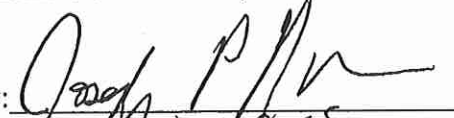
IN WITNESS WHEREOF, the Property Owner has hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:



PROPERTY OWNER

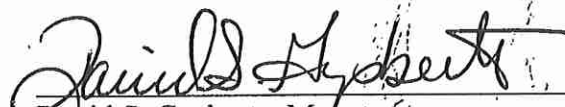
MERITUS HEALTH, INC.

By: 
Name: Joseph P. Ross
Title: President

ATTEST:


Donna Spickler, City Clerk

MAYOR AND CITY COUNCIL
OF HAGERSTOWN


David S. Gysberts, Mayor



5171 0391

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 10th day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared Joseph Ross and acknowledged the foregoing Agreement to be his act and deed on behalf of MERITUS HEALTH, INC..

WITNESS my hand and Notarial Seal.

My Commission Expires: 5-11-2018

Penny M. Florek
NOTARY PUBLIC
Washington County, Maryland
My Commission Expires 5/11/2018

Penny M. Florek
, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 23 day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared David S. Gysberts, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: 12-26-2017

Emily McFarland
, Notary Public



MAIL TO: City of Hagerstown Planning & Code Administration Division
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

5171

0392

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	132°08'15"	670.00'	378.00'	193.09'	S 25°11'51" W	371.09'
C2	165°08'15"	530.00'	63.52'	31.80'	S 12°33'13" W	63.48'
C3	131°57'10"	430.00'	30.67'	15.34'	S 27°08'43" W	30.67'
C4	99°35'39"	50.00'	86.91'	59.16'	S 78°38'00" W	76.38'
C5	97°23'21"	50.00'	84.89'	56.90'	S 02°54'30" E	75.12'
C6	36°13'15"	550.00'	347.70'	179.88'	S 63°53'48" W	341.93'

ACCESS EASEMENT CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	45°17'49"	165.00'	124.69'	65.49'	N 29°57'13" W	121.74'
C2	45°17'49"	135.00'	102.02'	53.59'	S 29°57'13" E	99.61'

ACCESS EASEMENT LINE TABLE

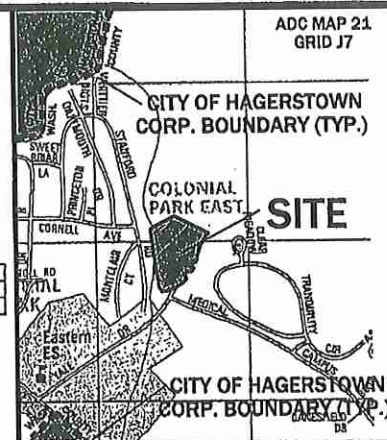
LINE	BEARING	DISTANCE
L1	N 51°36'08" W	58.16'
L2	S 51°36'08" E	58.16'

JOHN RHODES
201 STANFORD RD.
TM 50 P. 1715
L 3009/F. 327

MERITUS HEALTH INC. TM
T.M. 50 P. 1718
L 4794/F. 342

N 59°39'01" E
148.58'

HAROLD & BARBARA
YOUNKINS
205 STANFORD RD.
TM 50 P. 1715



VICINITY MAP

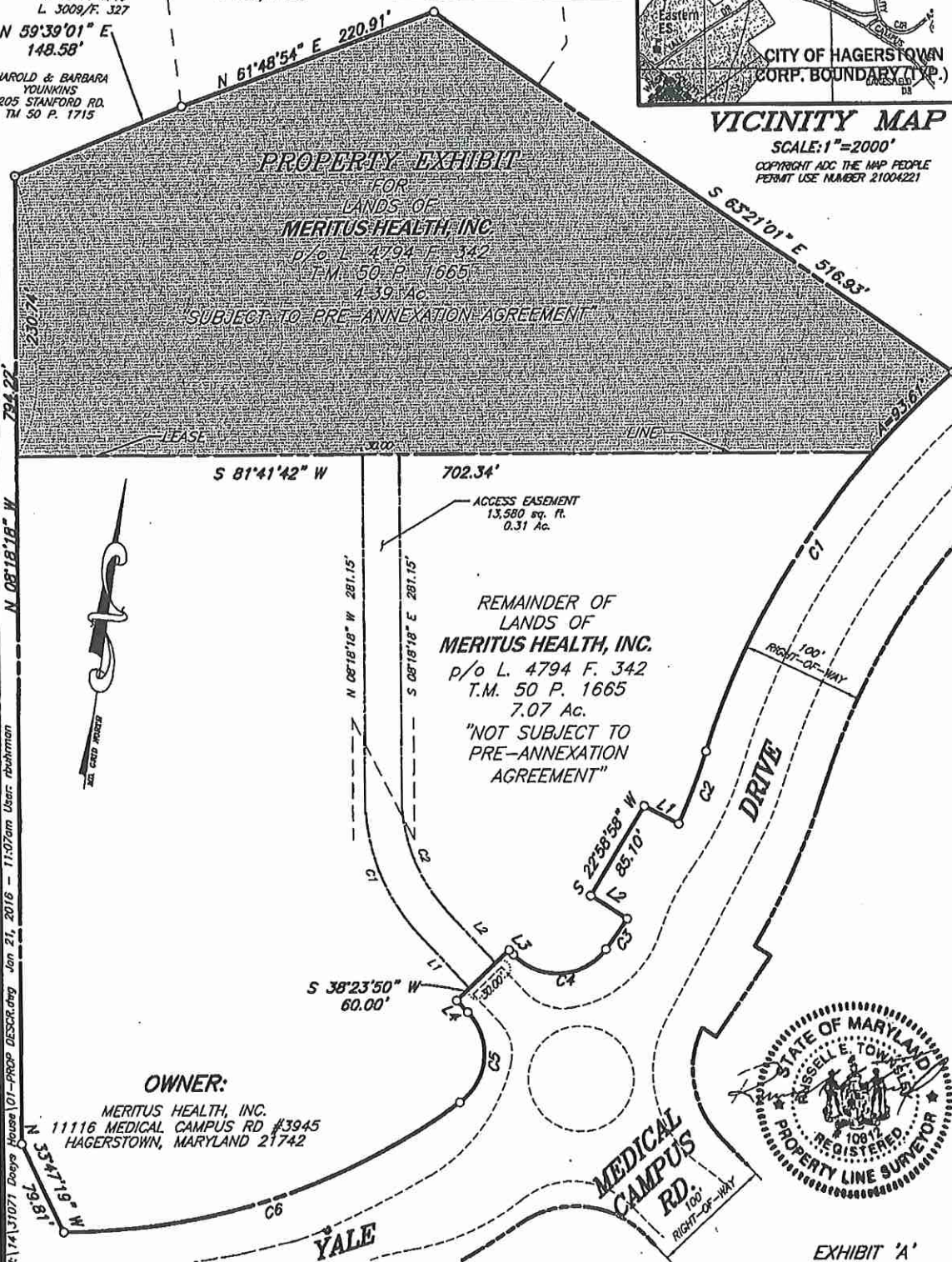
SCALE: 1"=2000'
COPYRIGHT ADC THE MAP PEOPLE
PERMIT USE NUMBER 21004221

PROPERTY EXHIBIT

FOR
LANDS OF
MERITUS HEALTH, INC.

p/o L. 4794 F. 342
T.M. 50 P. 1665
4.39 AC.

"SUBJECT TO PRE-ANNEXATION AGREEMENT"



OWNER:

MERITUS HEALTH, INC.
11116 MEDICAL CAMPUS RD #3945
HAGERSTOWN, MARYLAND 21742



EXHIBIT 'A'

DRAWN BY: R.L.B.
DATE: DEC. 2015

CHECKED BY: R.E.T.
DATE: DEC. 2015

SCALE: 1" = 100'

FOX & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

981 MT. AETNA ROAD, HAGERSTOWN, MD. 21740
PHONE: (301)733-8503

DISTRICT 10

TAX MAP No. 50

DWG. No. A-17947

DESCRIPTION OF PROPERTY**FOX & ASSOCIATES, INC.**

ENGINEERS•SURVEYORS•PLANNERS

981 Mount Aetna Road
Hagerstown, MD 21740

Lease Area For Proposed Doey's House

Location: Hagerstown, Washington County, Maryland

Prepared By: Russell E. Townsley Date: March 19, 2015, Revised January 22, 2016

Page 1 of 1

Situate northwest of Yale Drive and Medical Campus Drive in Election Districts No. 10 & 18, Washington County, Maryland and being more particularly described as follows:

Beginning at a point being at or near the end of the ninth or N 63° 36' 27" E 539.67 feet line of a deed from Diane Y. Paddock, Attorney in Fact for Edyth M. Young by Power of Attorney to Washington County Endowment Development Company Inc., dated March 11, 1992 and recorded at Liber 1030, Folio 787 among the land records of Washington County, Maryland, thence with a portion of said line, reversed and with corrected bearings and distances

- 1) S 63° 21' 01" E 516.93' to point in the west right-of-way line of future Yale Drive thence with said future right-of-way line with a curve to the left having a radius of 670.00', and arc length of 93.61' and a chord bearing and distance of
- 2) S 37° 16' 19" W 93.53' to a point, thence leaving said future Yale Drive
- 3) S 81° 41' 42" W 702.34' to a point, thence binding on Colonial Heights
- 4) N 08° 18' 18" W 230.74' to a point, thence continuing with Colonial Heights
- 5) N 59° 39' 01" E 148.58' to a point, thence binding on lands now or formerly of Frances Young L. 836 F. 733
- 6) N 61° 48' 54" E 220.91' to the point of beginning.

Containing 4.39 acres of land more or less.

Being part of the lands conveyed to the Washington County Endowment Company, Inc. by deed dated March 11, 1992 and recorded in Liber 1030 Folio 787 among the land records of Washington County, Maryland.



Russell E. Townsley

5171 0394

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

LR - Government
Instrument 0.00
Agency Name: city of
hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Reference/Control #:

=====
Total: 0.00
02/29/2016 12:02
CC21-TR
#5667010 CC0403 -
Washington
County/CC04.03.04 -
Register 04

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Dennis J. Weaver, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

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

Topic:

A-2026-02 - Burkholder-McDade Annexation - *Matthew Ross, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_0818_WS_Annexation_Case_A.2026.02.pdf

Description

Annexation - Burkholder-McDade A-2026-02



TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: August 18th, 2026

SUBJECT: A-2026-02 Burkholder-McDade Annexation

Background

Planning staff received the annexation petition on June 25, 2026 from Gregory Bedward, Esq., on behalf of Burkholder Lane Acquisitions, LLC and McDade Road Acquisitions, LLC to annex two properties west of McDade Road and north of Logistics Drive into the City. The area is contiguous to the City and Parcel 13 is within the Medium Range Growth Area (MRGA) and fronts the terminus of Logistics Drive. It is unimproved. Parcel 414 is just outside of the Medium Range Growth Area and fronts McDade Road. It is improved with a single-family dwelling and several agricultural buildings. The area requested to be annexed is approximately 171.885 acres, with proposed City zoning being I-MU (Industrial Mixed Use), which is consistent with the existing PI (Planned Industrial) County zoning on the property.

Ownership Transfer

The original annexation petition was received from Burkholder Lane Acquisitions, LLC (the "Burkholder Petitioner") and Patrick A. Moler and Denise C. Moler (the "Moler Petitioners") as co-petitioners.

On June 30, 2026, the owners of Parcel 414 (McDade Road) – Patrick A. Moler and Denise C. Moler (the "Moler Petitioners") sold their property to McDade Road Acquisitions, LLC.

McDade Road Acquisitions is an affiliate of Burkholder Lane Acquisitions, LLC, which is the owner of Parcel 13 and co-petitioner. The documents contained with this petition have been updated to reflect this change.

Location Within County PI Zoning District

These properties are centrally located within a vast area that the County has included in the PI (Planned Industrial) Zoning District.

Total Areas of PI Zone	1,668.58 acres (approximately 2.6 square miles)
Total Area of Developed Industrial Parcels	311.52 acres
Area Requested to be Annexed	171.885 acres

Attached to this memorandum is a map provided by the Petitioner highlighting the subject properties and denoting the Planned Industrial Zoning Boundary Limit with a green dashed line. This PI Zoned area roughly is bounded by Broadfording Road to the North, Greencastle Pike to the West, US 40 to the South and McDade Road to the east.

Proposal

The developer is exploring speculative development options. There is no plan of development at this time. Future development of the property would be consistent with those uses permitted in the I-MU Zoning District.

Annexation Petition

The petition requests I-MU (Industrial Mixed Use) Zoning. There are no special delayed taxation requests. Parcel 13 is within the MRGA. Since Parcel 414 is outside of the MRGA, the petitioner is not requesting water service for that property.

Annexation Plan

Since this does not involve residential zoning, school capacity is not an issue. Water will be served by the City to Parcel 13. Parcel 414 will not receive water service until it is included within the MRGA (Medium Range Growth Area) as depicted in the City's Comprehensive Plan. This annexation will not involve taking ownership of the County roads. Public safety services will be by City Police, City Fire, and Community Rescue Service. Electric utility service is provided by Potomac Edison.

Planning Commission Recommendation

The Planning Commission reviewed the Annexation Plan on July 8, 2026 and recommends the proposed zoning of I-MU.

Next Steps

The following next steps are scheduled to take place on August 25, 2026:

1. Presentation of Petition for Annexation
2. Introduction of Annexation Resolution
3. Approval of Annexation Plan

Attachments:

Regional County PI District Maps (3)

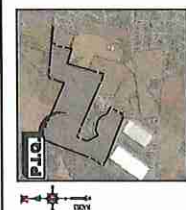
Petition

Resolution

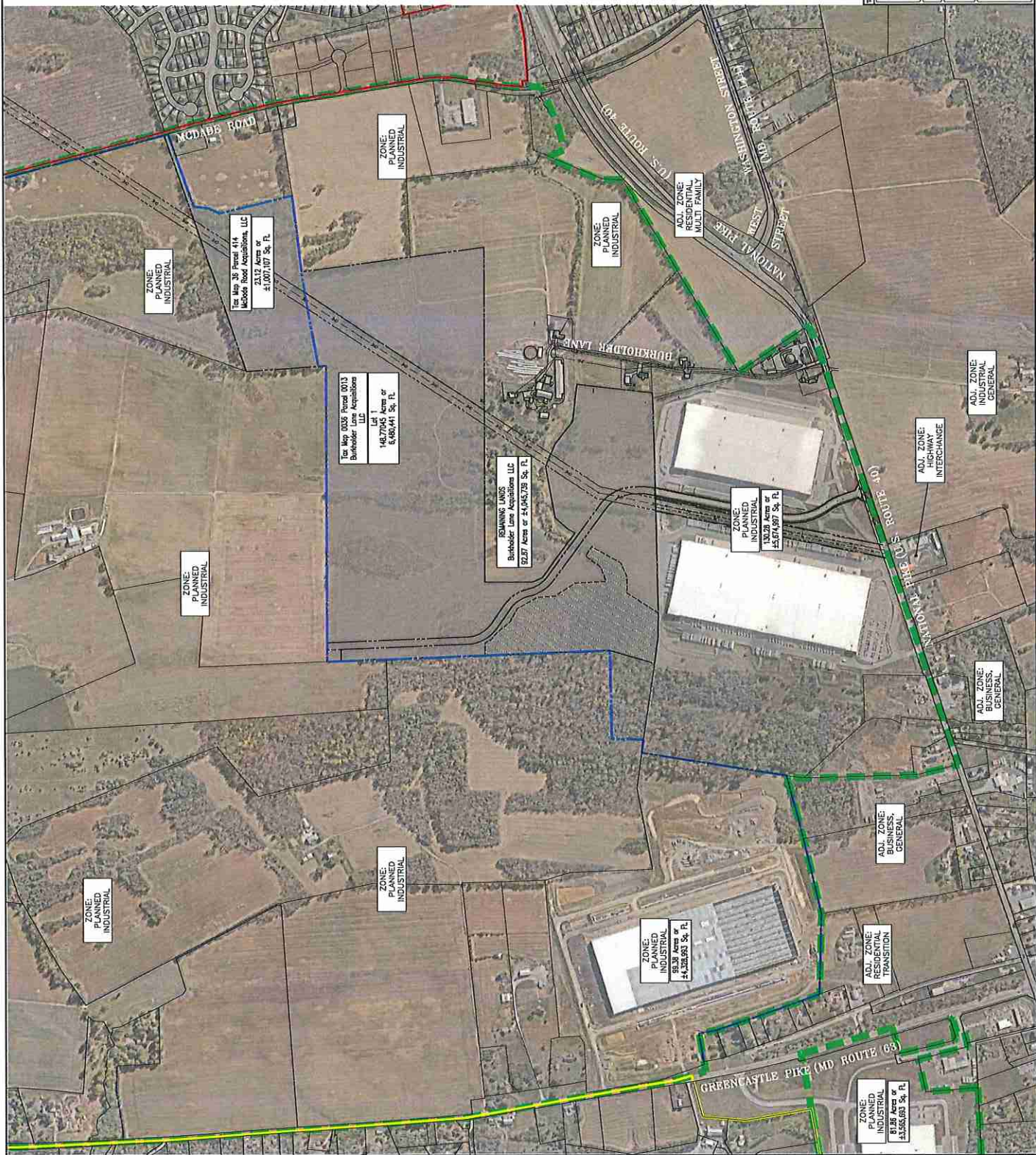
Annexation Plan

Zoning Map

Copy: Directors Team



1" = 5000'



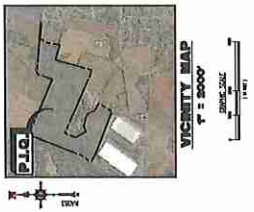
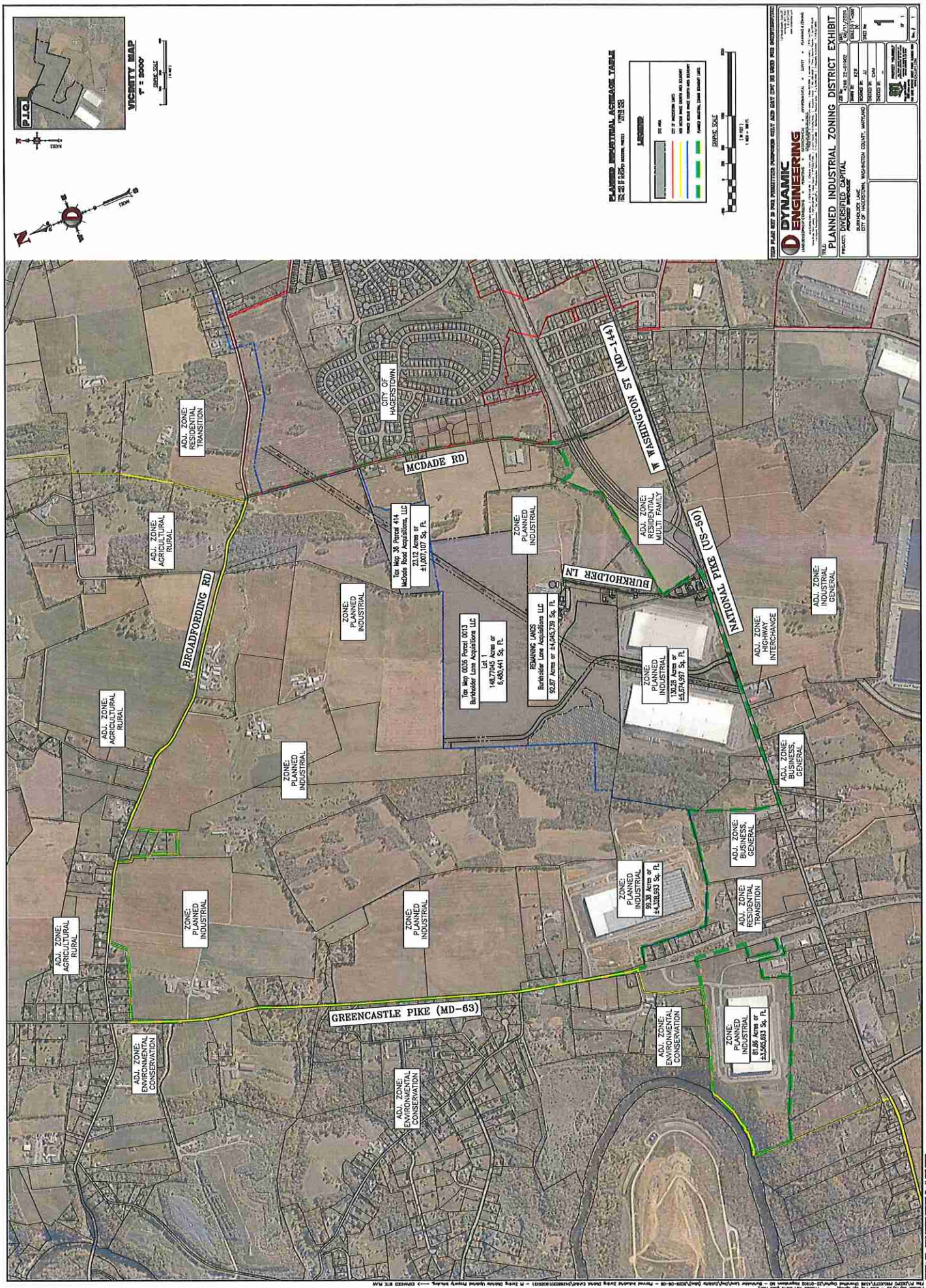
PLANNED INDUSTRIAL ACREAGE TABLE

ZONE	ACREAGE
ZONE: PLANNED INDUSTRIAL	148,794.5 Acres or 5,489,441 Sq. Ft.
ADJ. ZONE: INDUSTRIAL GENERAL	13.12 Acres or 4,591,107 Sq. Ft.
ADJ. ZONE: BUSINESS GENERAL	13.12 Acres or 4,591,107 Sq. Ft.
ADJ. ZONE: HIGHWAY INTERCHANGE	13.12 Acres or 4,591,107 Sq. Ft.
ADJ. ZONE: RESIDENTIAL MULTI-FAMILY	13.12 Acres or 4,591,107 Sq. Ft.



PLANNED INDUSTRIAL ZONING DISTRICT EXHIBIT

PROJECT: PROPOSED INDUSTRIAL	DATE: 01/11/2023
CLIENT: DYNAMIC ENGINEERING	SCALE: 1" = 5000'
PROJECT NUMBER: 2023-001	PROJECT NAME: PLANNED INDUSTRIAL ZONING DISTRICT EXHIBIT
PROJECT LOCATION: WASHINGTON COUNTY, MARYLAND	PROJECT TYPE: ZONING
PROJECT OWNER: DYNAMIC ENGINEERING	PROJECT STATUS: IN PROGRESS



PLANNED INDUSTRIAL ACRESAGE TABLE

ZONE	ACRES
PLANNED INDUSTRIAL	1,000.00
AGRICULTURAL RURAL	1,000.00
RESIDENTIAL TRANSITION	1,000.00
ENVIRONMENTAL CONSERVATION	1,000.00



DYNAMIC ENGINEERING
10000 WOODBURN RD, SUITE 100
HAGERSTOWN, MD 21750
TEL: 410-326-1111
WWW.DYNAMICENGINEERING.COM

PLANNED INDUSTRIAL ZONING DISTRICT EXHIBIT
PROJECT: DIVERSIFIED CAPITAL
CITY OF HAGERSTOWN, MONTGOMERY COUNTY, MARYLAND
DATE: 01/15/2019
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

1
SHEET 1 OF 1

Map Date: 01/15/2019 - 2019 File Path: [Path] - Project Name: [Name] - Project Number: [Number] - Project Location: [Location] - Project Status: [Status] - Project Owner: [Owner] - Project Manager: [Manager] - Project Engineer: [Engineer] - Project Designer: [Designer] - Project Checker: [Checker] - Project Approver: [Approver]

Annexation by:
Burkholder Lane Acquisitions, LLC
a Maryland limited liability company

&

Patrick A. Moler and Denise C. Moler

Property Adjacent to:
Hagerstown, Maryland
a municipal corporation
existing under and by virtue of the State of Maryland

Subject Property:
+/- 148.77 Acres
Burkholder Lane, Hagerstown, Maryland 21740

&

+/- 23.12 Acres
12660 McDade Road, Hagerstown, Maryland 21740

Adjacent to the Western corporate limits of the City of Hagerstown

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Petition for Annexation

Attachments to Petition:

Exhibit 1: Boundary Survey

Exhibit 2: Metes and Bounds Legal Description

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PETITION FOR ANNEXATION OF

+/- 148.77 Acres

**Burkholder Lane,
Hagerstown, Maryland 21740**

and

+/- 23.12 Acres

**12660 McDade Road, Hagerstown, Maryland 21740
INTO THE CITY OF HAGERSTOWN**

Dated: June 24, 2026 (the “Effective Date”)

Pursuant to Sections 4-402 and 4-404 of the Local Government Article of the Annotated Code of Maryland, as amended, the undersigned, Burkholder Acquisitions, LLC, a Maryland limited liability company (the “**Burkholder Petitioner**”), along with Patrick A. Moler and Denise C. Moler (the “**Moler Petitioners**” and together with the Burkholder Petitioner, the “**Petitioner**”) do hereby jointly submit this Petition for Annexation (“**Petition**”), to petition and request, subject to the terms and conditions stated herein, that the City of Hagerstown, Maryland, a Maryland municipal corporation (the “**City of Hagerstown**”), through its governing body, the Mayor and City Council, enlarge the corporate boundaries of the City of Hagerstown by annexing and including herein +/-148.77 acres of real property located at Burkholder Lane, Hagerstown, Maryland 21740, shown as Parcel 13 (M. 0036 P. 13) on Tax Map: 0036 (Parcel ID: 24-067721) (the “**Burkholder Land**”), and +/- 23.12 acres of real property located at 12660 McDade Road, Hagerstown, Maryland 21740, shown as Parcel 414 (M. 0036 P. 414) on Tax Map: 0036 (Parcel ID: 13-015104) (“**Moler Land**” together with the Burkholder Land are, collectively, 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 Shelly, Witter & Fox dated June 12, 2026 (the “**Boundary Survey**”), attached hereto and incorporated herein as **Exhibit 1**. The Property, as more particularly described by the metes and bounds legal description attached hereto and incorporated herein as **Exhibit 2**, 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 Government Article, §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 of Hagerstown, (ii) real property proposed to be within the corporate limits of the City of Hagerstown as a result of the proposed annexation, or (iii) any combination of such properties (MD Code, Local Government Article, §4-401(b)(2)(i-iii)).

Burkholder Petitioner is the owner of the Burkholder Land and Moler Petitioner is the owner of the Moler Land.

The Molers are currently living in the Moler Land and have executed this Petition to evidence their consent and approval to subject the Moler Land to the terms of this Petition. Petitioner, together with the Molers, are collectively the owners of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed (MD Code, Local Government Article, §4-404(a)).

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

1. Burkholder 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 of Hagerstown, the Code of the City of Hagerstown, including those related to the installation and connection of existing utilities, facilities, and municipal services, except as may be set forth to the contrary in this Petition.
3. The Burkholder Land is located within the Medium Range Growth Area (“**MRGA**”) of the City of Hagerstown.
4. The Moler Land is not located within the MRGA of the City of Hagerstown. In order to comply with the current Comprehensive Plan, Petitioner is not requesting access to City of Hagerstown water service for the Moler Land unless and until that property is brought within the Medium Range Growth Area of the City of Hagerstown’s Comprehensive Plan.
5. The Property shall be zoned by the City of Hagerstown, as of the effective date of the Annexation Resolution (as defined herein) I-MU, Industrial-Mixed Use.
6. Pursuant to MD Code, Local Government Article, §4-416, express approval of the zoning classification by the Washington County Board of County Commissioners shall not be required because I-MU (Industrial Mixed Use) 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 PI (Planned Industrial District) Washington County zoning classification.
7. Upon verifying that the requirements of MD Code, Local Government Article, §4-104 have been complied with, the presiding officer of the City of Hagerstown’s legislative body shall promptly cause to be introduced a resolution proposing to enlarge the City of Hagerstown’s corporate boundaries and to establish the zoning classification of the Property

pursuant to the terms and conditions of this Petition (the “**Annexation Resolution**”).

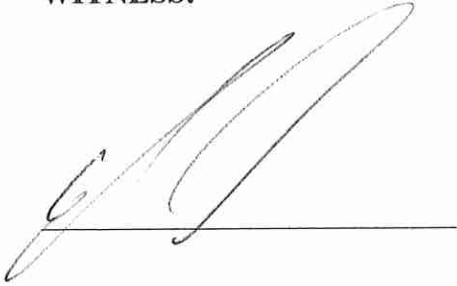
8. In addition to, but not as part of the Annexation Resolution proposing to enlarge the City of Hagerstown’s corporate boundaries, an annexation plan shall be prepared by the staff of the City of Hagerstown and presented to the City of Hagerstown at least thirty (30) days before the public hearing on the annexation of the Property as proposed in this Petition, 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 Government Article, §4-415.
9. Petitioner agrees that neither the receipt of this Petition nor the presentment of an Annexation Resolution to the Mayor and Council by the City of Hagerstown is to be considered a waiver of any provisions of the MD Code, or the common law thereof.
10. Petitioner further agrees that the final determination as to whether or not the City of Hagerstown shall enlarge its corporate boundaries as requested herein lies exclusively within the discretion of the legislative body.
11. The Petitioner reserves the right, in its 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 not 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 MD SDAT information sheet(s) attached hereto as **Exhibit 3**.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Petitioner has duly executed this Petition as of the Effective Date.

WITNESS:



BURKHOLDER PETITIONER:

Burkholder Lane Acquisitions, LLC
a Maryland limited liability company

By:  _____

WITNESS:

MOLER PETITIONER:

Patrick A. Moler

Denise C. Moler

IN WITNESS WHEREOF, the Petitioner has duly executed this Petition as of the Effective Date.

WITNESS:

BURKHOLDER PETITIONER:

Burkholder Lane Acquisitions, LLC
a Maryland limited liability company

By: _____

WITNESS:

MOLER PETITIONER:

Valerie Zimmerman

Patrick A. Moler
Patrick A. Moler

Valerie Zimmerman

Denise C. Moler
Denise C. Moler

VERIFICATION

I HEREBY CERTIFY that I have verified the signatures contained in the Petition dated this _____ day of _____, 2026, for the property described and shown in said Petition which is attached hereto; and I do hereby certify that the signatures are the true and correct signatures of said persons, and I further certify that, pursuant to MD Code, Local Government Article, §4-404, the Petition in fact is signed by owners of not less than twenty-five percent (25%) of the assessed valuation of the real property located in the area proposed to be annexed.

The assessed valuation of the Burkholder Land referred to herein as of July 1, 2026, is _____ and _____ Dollars (\$ _).

The assessed valuation of the Moler Land referred to herein as of July 1, 2026, is _____ and _____ Dollars (\$ _).

WITNESS my hand and seal this _____ day of _____, 2026.

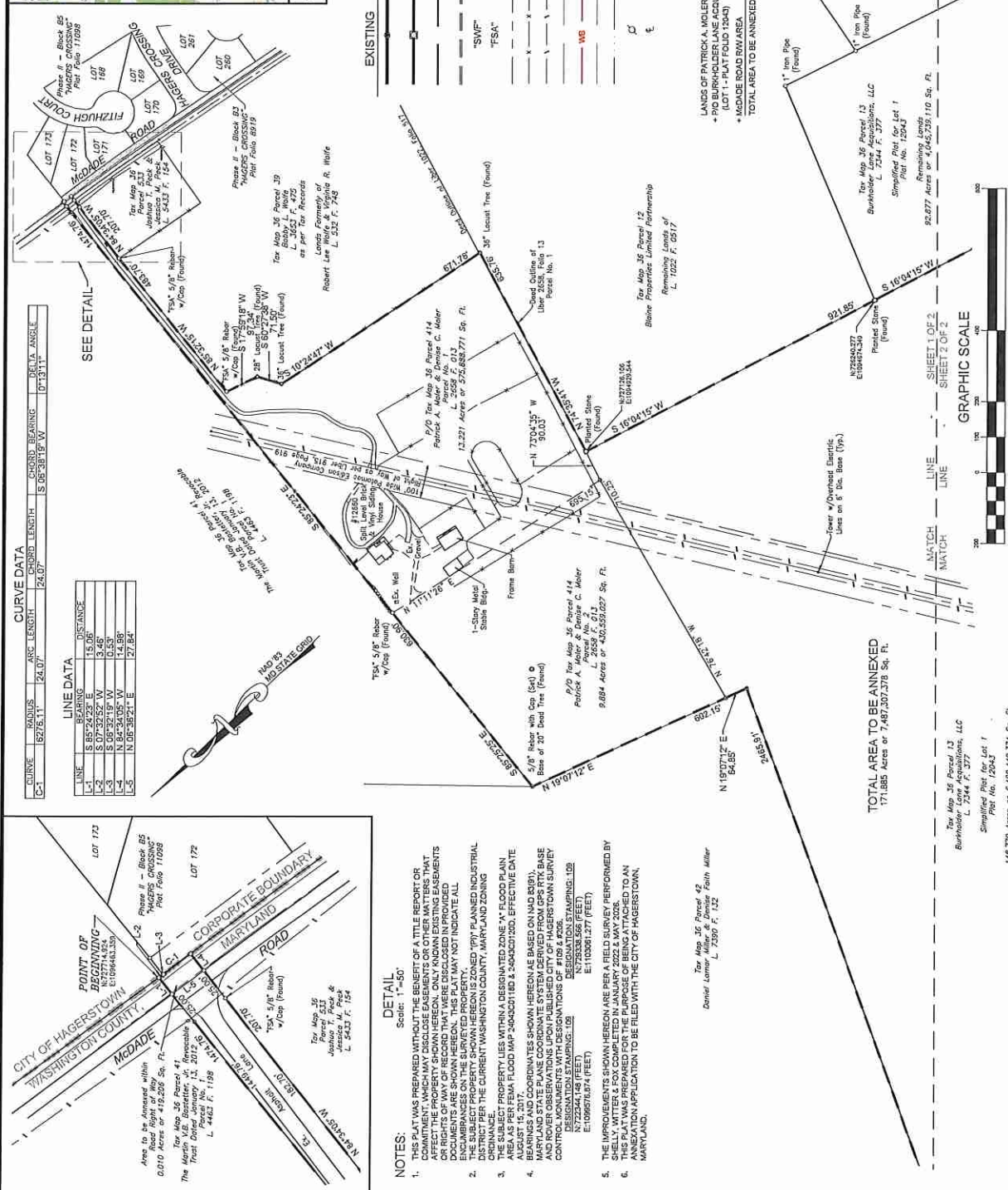
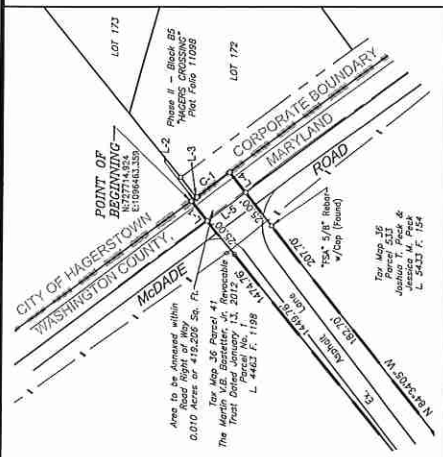
City Clerk

Mayor

EXHIBIT 1
BOUNDARY SURVEY: HAND DELIVERED

LINE DATA		
LINE	BEARING	DISTANCE
L-1	S 85°24'23" E	15.06'
L-2	S 07°32'52" W	3.46'
L-3	S 08°32'19" W	0.53'
L-4	N 84°34'05" W	14.98'
-5	N 06°38'21" E	27.84'

LINE DATA		
LINE	BEARING	DISTANCE
L-1	S 85°24'23" E	15.06'
L-2	S 07°32'52" W	3.46'
L-3	S 08°32'19" W	0.53'
L-4	N 84°34'05" W	14.98'
-5	N 06°38'21" E	27.84'



EXISTING	DESCRIPTION
	PROPERTY CORNER-3/8" REBAR W/CAP (SET) UNLESS OTHERWISE NOTED
	STONE (FOUND)
	PROPOSED CORPORATE BOUNDARY LINE
	EXISTING CORPORATE BOUNDARY LINE
	SHELLY WITTER & FOX
	FREDERICK SEIBERT & ASSOCIATES
	RIGHT OF WAY LINE
	FENCE LINE
	OVERHEAD UTILITY LINES
	100-YEAR FLOODPLAIN
	WETLAND BUFFER
	STREAM BUFFER
	STREAM
	UTILITY POLE
	CENTERLINE

23.105 Acres or 1,006,447.799 Sq. Ft.
48,770 Acres or 6,480,440.374 Sq. Ft.
0.010 Acres or 419,206 Sq. Ft.
71,895 Acres or 7,487,307.378 Sq. Ft.

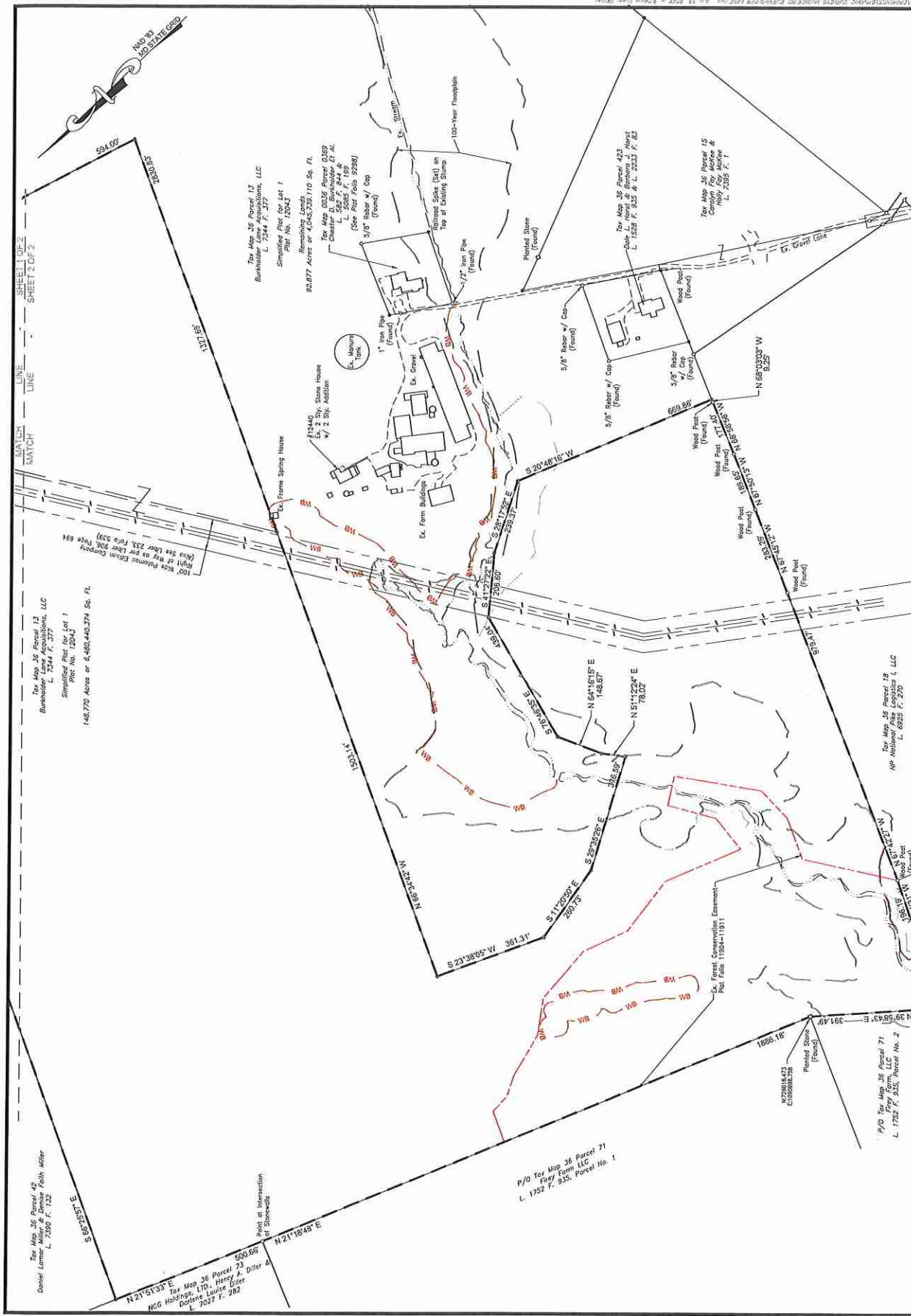
[illegible][illegible]

Jun 22, 2026

DATE

TIMOTHY G. WITTER
MARYLAND PROPERTY LINE SURVEYOR
MD REGISTRATION #319
LICENSE EXPIRES FOR RENEWAL SEPT. 14, 2026

Timothy G. Witter



SHELLY, WITTER & FOX
ENGINEERS • SURVEYORS • PLANNERS



221 BUCKINGHAM TRAIL, SUITE 100
GREENCASTLE, PA 15226
(717) 537-0000
FAX (717) 537-0001
SERVING PENNSYLVANIA, MARYLAND, WEST VIRGINIA & VIRGINIA
MD TELEPHONE NO. (202) 734-2223

PROCESSED BY THE COMMONWEALTH OF PENNSYLVANIA

DATE: 10/1/2008

BY: M. FOX

ANNEXATION PLAT
LANDS OF
PATRICK A. MOLER & DENISE C. MOLER
AND LANDS OF
BURKHOLDER LANE ACQUISITIONS, LLC
(LOT 1 - PLAT FOLIO 12043)
TO THE CITY OF HAGERSTOWN
SITUATED WEST OF MADRID ROAD AND NORTH OF U.S. ROUTE 40 (NATIONAL PIKE) IN
WASHINGTON COUNTY, MARYLAND

TO: Mayor
Parcel No.: 13 & 414
Down By: C.A.D.
Checked By: T.S.W./T.J.H.
Foot: 6-05-2008
Scale: 1"=200'
Job No.: 2008-6157
Date: 2008-6-15
SHEET 2 OF 2

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

EXHIBIT 2
METES AND BOUNDS DESCRIPTION

SHELLY, WITTER & FOX
ENGINEERS • SURVEYORS • PLANNERS

Shelly & Witter, Inc.
1992-2016

June 8, 2026

Description of Property for
Annexation Area of Lands of
Patrick A. Moler & Denise C. Moler and Lands of
Burkholder Lane Acquisitions LLC
(Lot 1 – Plat Folio 12043) and Lands contained within
the McDade Road Right of Way

All the following described real estate, lying and being situated north of the National Pike (U. S. Route 40) and west of McDade Road in Election District No. 13 & 24 in Washington County, Maryland, and being more particularly described as follows:

Beginning at a point on the existing east right of way line of McDade Road and the existing corporate boundary line of the City of Hagerstown, said point being at the end of 134.55 feet in line eight (8) or the S 07°32'52" W 138.01 feet line as shown on a Plat of Annexation for Lands of The Bostetter Group LLC recorded at Miscellaneous Plat No. 986 among the land records of Washington County, Maryland, thence running with said right of way line and the existing Corporate Boundary of the City of Hagerstown the three (3) following courses and distances in agreement with the NAD '83 Maryland State Grid System

S 07°32'52" W 3.46' to a point, thence

S 06°32'19" W 0.53' to a point, thence running with a curve to the right having an arc length of 24.07', a radius of 6,276.11' and a chord bearing and distance of

S 06°38'19" W 24.07' to a point, thence leaving said right of way line

N 84°34'05" W 14.98' to a point in or near the center of McDade Road and being at the corner of the lands of Patrick A. Moler and Denise C. Moler (Tract No. 1 - L. 2658, Folio 13) and the corner of the lands of Joshua T. Peck and Jessica M. Peck (L. 5433, F. 154), thence leaving said center line of road and crossing the road running with the line between Moler and Peck and passing through a 5/8" rebar with cap (found) on the west margin line of McDade Road at the end of 25.00 feet

N 84°34'05" W 207.70' to a 5/8" rebar with cap (found), thence binding on the lands of Bobby L. Wolfe (L. 3653, F. 475) lands formerly of Robert Lee Wolfe and Virginia R. Wolfe (L. 532, F. 748) the four (4) following courses and distances

N 85°32'15" W 483.70' to a 'FSA' 5/8" rebar with cap (found), thence

S 17°59'18" W 97.34' to a 28" locust tree, thence



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S 60°27'38" W 71.50' to a 36" locust tree, thence

S 10°24'47" W 671.78' to a 36" locust tree, thence binding on the lands of Blaine Properties Limited Partnership (L. 1022 F. 517) the two (2) following courses and distances

N 74°35'41" W 635.76' to a planted stone (found), thence

S 16°04'15" W 921.85' to a planted stone (found), thence running with the outlines of Lot 1 as shown on a Simplified Plat for Burkholder Lane Acquisitions, LLC recorded at Plat Folio 12043, among the land records of Washington County, Maryland, the eleven (11) following courses and distances

S 16°04'15" W 594.00' to a 5/8" rebar with cap (set), thence passing through a 5/8" rebar with cap (set) at the end of 1327.69 feet

N 66°34'42" W 2,830.83' to a 5/8" rebar with cap (set), thence

S 23°38'05" W 361.31' to a 5/8" rebar with cap (set), thence

S 11°20'50" E 260.73' to a 5/8" rebar with cap (set), thence

S 29°35'26" E 376.59' to a 5/8" rebar with cap (set), thence

N 51°12'24" E 78.02' to a 5/8" rebar with cap (set), thence

N 64°16'15" E 148.67' to a 5/8" rebar with cap (set), thence

S 76°46'35" E 439.04' to a 5/8" rebar with cap (set), thence

S 41°27'22" E 206.60' to a 5/8" rebar with cap (set), thence

S 28°17'52" E 239.37' to a 5/8" rebar with cap (set), thence

S 20°48'16" W 669.86' to a 5/8" rebar with cap (set), thence binding on the lands formerly of Dickinson Family Limited Partnership, Et Al. (L. 2089, F. 655), now NP National Logistics I, LLC (L. 6925, F. 270) the seven (7) following courses and distances

N 68°03'03" W 9.25' to a wood post (found), thence

N 68°58'56" W 177.40' to a wood post (found), thence

N 67°50'13" W 189.65' to a wood post (found), thence

N 67°45'12" W 283.29' to a wood post (found), thence

N 67°42'27" W 979.47' to a wood post (found), thence

N 65°31'31" W 196.19' to a painted point on a limestone outcrop, thence

N 58°51'07" W 228.02' to a 5/8" rebar with cap (set), thence binding on the lands of Firey Farm, LLC (Parcel No. 2 - L. 1752, F. 935)

N 39°58'43" E 391.49' to a planted stone (found), thence binding on the lands of Firey Farm, LLC (L. 1752, f. 935 - Parcel No. 1)

N 21°18'48" E 1,886.18' to a point at the intersection of two (2) stonewalls, thence binding on the lands formerly of Henry A. Diller and Darlene Diller (L. 1641, F. 1040), now NCG Holdings, LTD., Henry Allen Diller and Darlene Lousie Diller (L. 7027, F. 282)

N 21°51'33" E 500.66' to a 5/8" rebar with cap (set) at an existing wood fence post, thence binding on the lands formerly of Daniel Lamar Miller and Denise Faith Miller (L. 7390, F. 132) the three (3) following courses and distances

S 66°25'57" E 2,465.91' to a 5/8" rebar with cap (set), thence

N 19°07'12" E 64.85' to a 5/8" rebar with cap (set) at the southwest corner of the lands of Patrick A. Moler and Denise C. Moler (Parcel No. 2 - L. 2658, F. 13), thence

N 19°07'12" E 602.15' to a 5/8" rebar with cap (set) at the base of a dead tree, thence binding on the lands of the Martin V.B. Bostetter, Jr. Revocable Trust dated January 13, 2012 (L. 4463 F. 1198) the two (2) following courses and distances

S 85°25'25" E 630.90' to a "FSA" 5/8" rebar with cap (found), thence passing through a 5/8" rebar with cap (set) on the west margin of McDade Road at the end of 1449.76 feet

S 85°24'23" E 1474.76' to a point in or near the center of McDade Road, thence continuing with a straight line

S 85°24'23" E 15.06' to the point of beginning.

Containing 171.885 acres or 7,487,308.073 square feet of land, more or less.

Being all of the lands conveyed by Michael E. Price and Brenda J. Price, to Patrick A. Moler and Denise C. Moler, dated April 29, 2005, and recorded at Liber 2658, Folio 13, among the land records of Washington County, Maryland and also being all of Lot 1 as shown on a Simplified Plat recorded at Plat Folio 12043 for Burkholder Lane Acquisitions, LLC, also being part of the lands conveyed by Lawayne A. Martin and Margaret J. Martin, to Burkholder Lane Acquisitions, LLC, a Maryland limited liability company, by deed dated September 20, 2023, and recorded at Liber 7344, Folio 377, among the land records of Washington County, Maryland. Also being all

Description of Property
Lands to be Annexed to the City of Hagerstown, Maryland
Job No. 2026-45157

Page 4 of 4

of the lands shown within the McDade Road right of way from the Moler property to the existing corporate boundary line of the City of Hagerstown.

The land described herein being graphically shown on plats prepared by and on file among the records of Shelly, Witter & Fox, at Job No. 2026-45157.


Timothy G. Witter
Registered Property Line Surveyor
Maryland Reg. No. 319
License expires 09/14/2026

6-10-2026
Date



EXHIBIT 3 **SDAT REAL PROPERTY DATA**

Real Property Data Search ()
 Search Result for WASHINGTON COUNTY

Search Tax Maps		No Ground Rent Redemption on File		No Ground Rent Registration on File	
Special Tax Recapture: AGRICULTURAL TRANSFER TAX					
Account Number:		District - 24 Account Identifier - 067721			
Owner Information					
Owner Name:		BURKHOLDER LANE ACQUISITIONS LLC		Use:	RESIDENTIAL
Mailing Address:		1125 OCEAN AVENUE LAKEWOOD NJ 08701-		Principal Residence:	NO
				Deed Reference:	/07344/ 00377
Location & Structure Information					
Premises Address:		BURKHOLDER LN HAGERSTOWN 21740-		Legal Description:	LOT 1 148.77 ACRES BURKHOLDER LANE NORTH SIDE US 40
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No: 12043-12044
0036	0018	0530	24010453.22	0000	1 2026 Plat Ref:
Town: None					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	Property Land Area 148.7700 AC
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
		/		Garage	Last Notice of Major Improvements
Value Information					
	Base Value		Value		Phase-In Assessments
			As of		As of
			01/01/2026		07/01/2025
Land:	206,900		206,900		As of 07/01/2026
Improvements	0		0		
Total:	206,900		206,900		206,900
Preferential Land:	0		0		
Transfer Information					
Seller: MARTIN LAWAYNE A		Date: 10/26/2023		Price: \$2,231,000	
Type: ARMS LENGTH IMPROVED		Deed1: /07344/ 00377		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2025	
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00 0.00	
Special Tax Recapture: AGRICULTURAL TRANSFER TAX					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

Real Property Data Search ()
Search Result for WASHINGTON COUNTY

Search Tax Maps		No Ground Rent Redemption on File		No Ground Rent Registration on File	
Special Tax Recapture: AGRICULTURAL TRANSFER TAX					
Account Number:		District - 13 Account Identifier - 015104			
Owner Information					
Owner Name:		MOLER PATRICK A MOLER DENISE C		Use:	AGRICULTURAL
Mailing Address:		12660 MCDADE RD HAGERSTOWN MD 21740-1021		Principal Residence:	YES
				Deed Reference:	/02658/ 00013
Location & Structure Information					
Premises Address:		12660 MCDADE RD HAGERSTOWN 21740-0000		Legal Description:	23.12 AC 12660 MCDADE RD HAGERSTOWN
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0036	0012	0414	13010330.22	0000	
				Block:	Lot:
					Assessment Year:
					2026
					Plat No:
					Plat Ref:
Town: None					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
1988		2,944 SF		Property Land Area	
				23.1200 AC	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
2	NO	SPLIT LEVEL	1/2 BRICK SIDING/ SIDING	4	2 full
				Garage	Last Notice of Major Improvements
					2001
Value Information					
		Base Value		Value	
				As of	
				01/01/2026	
				Phase-in Assessments	
				As of	
				07/01/2025	
				As of	
				07/01/2026	
Land:		67,800		77,800	
Improvements		435,700		539,700	
Total:		503,500		617,500	
Preferential Land:		7,800		7,800	
Transfer Information					
Seller: PRICE MICHAEL E & BRENDA J		Date: 05/18/2005		Price: \$450,000	
Type: ARMS LENGTH IMPROVED		Deed1: /02658/ 00013		Deed2:	
Seller: VINDIVICH MARK A & KELLI S		Date: 09/22/2000		Price: \$295,000	
Type: ARMS LENGTH IMPROVED		Deed1: /01599/ 00357		Deed2:	
Seller: VINDIVICH NICK G SR ETAL		Date: 10/19/1998		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /01447/ 00099		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2025	
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00/0.00	
				0.00/0.00	
Special Tax Recapture: AGRICULTURAL TRANSFER TAX					
Homestead Application Information					
Homestead Application Status: Approved 05/15/2008					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

Resolution NO. A-2026-02

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 “Case No. A-2026-02.”

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 +/- 171.88 acres into the City of Hagerstown, submitted to this legislative body on August 25, 2026 by Burkholder Lane Acquisitions LLC and McDade Road Acquisitions, LLC 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 October 27th, 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 “Burkholder-Moler property” on the survey plat entitled “Annexation Plat lands of Patrick A. Moler & Denise C. Moler and lands of Burkholder Lane Acquisitions, LLC” prepared by Shelly, Witter & Fox dated June 12, 2026, 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 the State Department of Assessment and Taxation (SDAT) records as Exhibit 3.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have zoning classification of I-MU (Industrial-Mixed Use) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 4.

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: August 25th, 2026
Public Hearing Date: October 27th, 2026
Date of Passage: November 24th, 2026
Effective Date: January 8th, 2027

City of Hagerstown, Maryland

Annexation Case No. A-2026-02

Property Owner: Parcel 0013: Burkholder Lane Acquisitions, LLC
and
Parcel 0414: McDade Road Acquisitions, LLC

Applicant: Parcel 0013: Burkholder Lane Acquisitions, LLC
and
Parcel 0414: McDade Road Acquisitions, LLC

Location of Property:

Tax Map: 0036, Grid: 0018, Parcel: 0013
(Burkholder Lane)
and
12660 McDade Road, Hagerstown, MD 21740
Tax Map: 0036, Grid: 0012, Parcel: 0414

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 +/- 171.885 acres. Parcel 13 is 148.77 acres of unimproved land. Parcel 414 is on 23.105 acres and is improved with a single-family dwelling and two agricultural buildings and is contiguous to the existing municipal boundary by a fee-simple pipestem that connects this parcel to McDade Road. This property is mostly used for horse pasture. There is no proposed development at this time.
- B. The proposed zoning is I-MU (Industrial Mixed-Use). The Industrial Mixed-Use district allows for the blending of lower intensity industrial with some amount of commercial.
- C. Parcel 13 is designated Business-Employment on the Future Land Use map of the 2018 Comprehensive Plan, which identifies POM (Professional Office Mixed-Use) and I-MU (Industrial Mixed-Use) as compatible zoning with this designation. Parcel 414 is outside of the Medium Range Growth Area and is not assigned a land use designation.
- D. The area of annexation is within a large area designated Industrial on the recently approved Washington County Comprehensive Plan, which includes zoning districts which are consistent with or more intense in nature than the City's I-MU (Industrial Mixed-Use) district. The area is currently located in the County's PI (Planned Industrial) zoning district which is compatible with the City's I-MU zoning district.
- E. Parcel 13 is within the City's Medium Range Growth Area, an area intended for new or expanded water service based on development potential, as defined in the City's 2018 Comprehensive Plan, *visionHagerstown 2035*.

Parcel 414 (the McDade property) is not within the MRGA.

- F. The annexation area 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 industrial in nature and will have no impact on Washington County Public Schools. The City's I-MU zoning district does not permit residential development.

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 Adequate Public Facilities Ordinance and Building Excise Tax Ordinances in order for building within municipalities to participate more equitably in capital development.

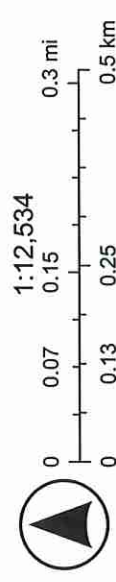
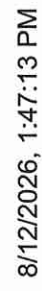
- B. The uses of the annexation area will be predominantly industrial or commercial in nature and will have little to no impact on the services of the Washington County Free Library.

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. Parcel 0013 will be served by extension of City Water lines as part of development following annexation. Sufficient capacity exists to serve the property. Parcel 414 will not receive water service until it is included within the MRGA (Medium Range Growth Area) as depicted in the City's Comprehensive Plan.
- 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. Parcel 414 fronts on McDade Road. The end of Logistics Boulevard abuts the southern boundary of Parcel 13. This annexation does include annexation of a portion of McDade Road right of way. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.
- 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 4 (Western Enterprise Fire Company), located at 526 Washington Avenue, and the Maugansville Goodwill Volunteer Fire Company, located at 13730 Maugansville Road, are the designated first-call stations for this site.
- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of McDade Road and Logistics 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.

Exhibit 4



Washington County Planning Department, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User

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

Topic:

Legislative Priorities for 2027 Maryland General Assembly – *Scott Nicewarner, City Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: