

**MAYOR AND COUNCIL MEETING
TUESDAY, APRIL 14, 2015, 7:00PM**

AGENDA

- 1. CALL TO ORDER, PLEDGE, AND ROLL CALL**
- 2. MAYOR'S REMARKS**
- 3. APPROVAL OF MINUTES**
 - a. Mayor & Council – March 10, 2015
- 4. CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
- 5. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
 - a. FY2015 Budget Amendment – Ordinance 514 – second reading and discussion
- 6. REPORT OF OFFICERS - COUNCIL – COMMITTEES**
- 7. CONSENT AGENDA**
 - a. Brunswick Crossing – Phase IIA-1 Part 2 Sewer – Performance Bond Reduction
 - b. Brunswick Crossing – Phase IIA-1 Part 2 Storm Drain – Public Works Agreement Package
 - c. Brunswick Crossing – Phase IIA-1 Part 2 Paving – Public Works Agreement Package
- 8. UNFINISHED BUSINESS**
 - a. FY2016 Budget Revenue - discussion
- 9. NEW BUSINESS**
 - a. Ethics Commission Handbook Update – vote anticipated
 - b. Proposed Charter Change – Section 16-20 Recall of Elected Officers - discussion
- 10. MISCELLANEOUS AND APPROPRIATIONS**
- 11. ADJOURNMENT**

4/10/2015 10:37 AM

**MAYOR AND COUNCIL MEETING
April 14, 2015**

Suggested Motions

Agenda item 3a – Approval of Minutes

“I move to approve the Mayor and Council Meeting Minutes from March 10, 2015.”

Agenda item 7 – Consent Agenda

“I move to approve the consent agenda”

Agenda item 9a – Ethics Commission Handbook Update

“I move to approve the revised Ethics Commission Handbook.”

Agenda item 9b – Proposed Charter Change

“I move that the Council support the removal of the recall of officers’s provision (Section 16-20 Recall of elective officers - Generally) from the City of Brunswick, Maryland Charter, and that a Resolution to amend the City Charter by removing Section 16-20 be included on the Council agenda for the May 11, 2015 meeting.”

City of Brunswick
Mayor and Council Meeting Minutes
Tuesday, March 10, 2015, 7:00 P.M.

The March 10, 2015 City of Brunswick Mayor and Council meeting was called to order at 7:00 p.m. by Mayor Karin Tome at Brunswick City Hall. The following members and staff were present: Karin Tome, Mayor; Walt Stull, Mayor Pro Tem; Ellis Burruss, Carroll Jones, Harry Lashley, Jeff Snoots, and Angel White, Council Members; Bob McGrory, City Administrator; Milt Frech, Chief of Police; Carrie Myers, Office Manager; and Kim Miller, Accountant.

Mayor's Remarks

- Mayor Tome and Council Member Snoots mentioned the recent passing of several community members.
- Mayor Tome presented a Proclamation to members of the Frederick/Carroll Voiture Locale 155 to commemorate that organization's 95th anniversary.
- Mayor Tome asked for confirmation of appointments to the Ethics Commission. Mr. Stull made a motion to confirm the Mayor's re-appointment of Katie Bishop, Jamie Eshbaugh, Michael Follin, and Carroll Haugh to the City of Brunswick Ethics Commission for the terms specified. Ms. White seconded the motion, which passed 6-0.
- Carlo Alfano and Keith Marks presented an update on the River's Edge Recreational Complex. The Mayor and Council consented to the appointment of Ms. White as this group's Council Liaison.

Approval of Minutes

- Mayor & Council – February 10, 2015
- Closed Meeting – February 10, 2015

Mr. Burruss requested one change to the minutes. Mr. Snoots moved to approve the minutes with Mr. Burruss' proposed addition. Ms. White seconded, and the motion passed 6-0.

Citizens' Forum (Petitions, Remonstrances, and Communications)

James Castle and Tom Simpson, Brunswick Heritage Museum, presented a check for \$6,000 for ongoing maintenance of the WB Tower. Don Peterson, 301 West Potomac Street, and John Klapac, West Potomac Street, offered comments.

Introduction and Adoption of Resolutions and Ordinances

- FY2015 Budget Review and Amendment – Ordinance 514

Mr. Jones read the proposed ordinance. Mr. McGrory and Ms. Miller offered explanation for

proposed budget amendments to various line items.

Report of Officers – Council - Committees

Mr. McGrory discussed administrative staff reports.

Council Members provided updates on their Committee activities, including announcements related to the City of Brunswick Economic Development Commission, Brunswick Family Campground, Brunswick Senior Center, Fire Department, Ambulance Department, Greater Brunswick Area Chamber of Commerce, Brunswick Heritage Museum, Canal Towns, Brunswick Main Street, Park Heights Cemetery, and Sustainable Brunswick.

Mr. Lashley proposed amendments to the City Charter on the subject of elected official recall. Both Mr. Lashley and Mr. Burruss expressed a desire to amend both the City Charter and Code of Ordinances in the coming months. Several other Council Members agreed that amending those documents should be a priority.

Consent Agenda

- Purchase Approval – Police Department Vehicle Purchases

The Police Department proposed purchasing two Chevrolet Impalas under the Maryland State contract in the amount of \$38,448 total. Mr. Burruss made a motion to approve the consent agenda item. Mr. Stull seconded the motion, which passed 6-0.

Unfinished Business

- Economic Development Commission Vacant Property Ordinance

Commission Chair Allison Wilder explained the proposed ordinance and answered questions from the Council. It was agreed to postpone further action on this ordinance until the consultant hired by Brunswick Main Street can complete his assessments of the downtown area. The Council Members agreed they would like to see comments from Bruce Dell and Todd Shepherd regarding this ordinance.

New Business

- Ethics Commission Handbook Update

Ms. Myers discussed the background of this item. Mr. Burruss proposed postponing a discussion about the item until the April meeting so Council Members had more time to review and offer comments on the document. Mr. Burruss made a motion to defer a vote on this item until the April meeting. Mr. Stull seconded the motion, which passed 6-0.

- Food Bank

Mr. Snoots and Mr. McGrory discussed the background of this item. Staff and the Food Bank leadership team proposed allowing the Food Bank to locate in the City Annex building. Mr. Snoots made a motion to allow the Brunswick Food Bank to share space in the City Annex building, located at 601 East Potomac Street. Mr. Burruss seconded the motion, which passed 6-0.

- FY2016 Budget Revenue

Mr. McGrory discussed revenue projections for the upcoming fiscal year.

Adjournment

Mr. Stull moved to adjourn the meeting. Mr. Snoots seconded the motion, which passed 6-0. The meeting was adjourned at 9:12 p.m.

Submitted by: Carrie Myers

Approved By: _____ Date _____ Witnessed By: _____ Date _____
Mayor City Administrator

**MAYOR AND COUNCIL OF BRUNSWICK
SPECIAL ORDINANCE NUMBER 514**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF BRUNSWICK TO AMEND THE FISCAL YEAR 2015 ANNUAL OPERATING AND CAPITAL BUDGET FOR THE CITY OF BRUNSWICK, MARYLAND.

WHEREAS, with the assistance of the City staff, the Mayor of Brunswick prepared and submitted Ordinance Number 509, the Fiscal Year 2015 Budget, to the Council of Brunswick, which adopted said Ordinance on June 2, 2014 with the concurrence of the Mayor; and

WHEREAS, the Mayor and City Council wish to amend the adopted Fiscal Year 2015 Budget,

NOW THEREFORE BE IT ENACTED AND ORDAINED by the Mayor and Council of Brunswick:

SECTION I: that pursuant to the authority granted to it by Article 23A of the Annotated Code of Maryland and Section 16-3, Section 16-24, Section 16-38, Section 16-39B.1., and Section 16-39B.2. of the Charter of the City of Brunswick that the annual budget for the City of Brunswick, Maryland for Fiscal Year 2015 is hereby amended as attached hereto and incorporated herein, and

SECTION II: This Ordinance shall become effective on the 10th day, or May 12, 2015, following its enactment by the Council and its approval by the Mayor, or on the 10th day following its enactment by the Council over the veto by the Mayor.

PASSED this 12th day of May, 2015 by a vote of _____ for; _____ against; _____ abstaining; and _____ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Robert C. McGrory
City Administrator

By: _____
Name: Walter S. Stull III
Title: Mayor Pro Tem

APPROVED this 12th day of May, 2015.

ATTEST:

Robert C. McGrory
City Administrator

Karin B. Tome, Mayor
Date: May 12, 2015

**CITY OF BRUNSWICK
GENERAL FUND**

REVENUES

| | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
|-----------------------------------|--------------------------|---------------------|-------------------------------|--------------------|-------------------------------|
| Taxes | \$ 2,467,300 | \$ 2,373,569 | \$ 93,731 | \$ 182,000 | \$ 2,649,300 |
| Licenses & Permits | \$ 2,600 | \$ - | \$ 2,600 | | |
| Fines & Forfeitures | \$ 4,000 | \$ 13,511 | \$ (9,511) | \$ 11,300 | \$ 15,300 |
| Intergovernmental | \$ 1,040,000 | \$ 793,274 | \$ 246,726 | | |
| Franchise Fees | \$ 74,000 | \$ 43,856 | \$ 30,144 | | |
| Investments/Sales of Assets | \$ - | \$ - | \$ - | | |
| User Fees | \$ 75,400 | \$ 79,718 | \$ (4,318) | \$ 21,200 | \$ 96,600 |
| Transfers In | \$ - | \$ - | \$ - | | |
| Grants & Other Sources | \$ 71,900 | \$ 90,114 | \$ (18,214) | \$ 41,500 | \$ 113,400 |
| Utility Revenues | \$ 176,500 | \$ 146,087 | \$ 30,413 | | |
| Miscellaneous Revenue | \$ 134,500 | \$ 130,151 | \$ 4,349 | | |
| OPERATING REVENUE SUBTOTAL | \$ 4,046,200 | \$ 3,670,280 | \$ 375,920 | \$ 256,000 | \$ 4,302,200 |

| | | | | | |
|------------------------------------|---------------------|---------------------|-------------------|-------------------|---------------------|
| Debt proceeds | \$ - | \$ - | \$ - | | |
| Bonds/loans | \$ - | \$ - | \$ - | | |
| Accumulated Reserves | \$ - | \$ - | \$ - | | |
| BORROWING SUBTOTAL | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL GENERAL FUND REVENUES | \$ 4,046,200 | \$ 3,670,280 | \$ 375,920 | \$ 256,000 | \$ 4,302,200 |

EXPENDITURES

| | | | | | |
|--|---------------------|---------------------|---------------------|-------------------|---------------------|
| Mayor and Council | \$ 63,300 | \$ 56,236 | \$ 7,064 | \$ 12,900 | \$ 76,200 |
| Elections | \$ 500 | \$ 292 | \$ 208 | | |
| Financial Administration | \$ 661,400 | \$ 467,418 | \$ 193,982 | | |
| Legal | \$ 25,000 | \$ - | \$ 25,000 | | |
| Planning and Zoning | \$ 231,200 | \$ 159,229 | \$ 71,971 | | |
| Police | \$ 971,200 | \$ 798,876 | \$ 172,324 | \$ 9,900 | \$ 981,100 |
| Fire & Rescue Service | \$ 32,100 | \$ 25,490 | \$ 6,610 | | |
| Transportation Services (Public Works) | \$ 1,068,300 | \$ 717,898 | \$ 350,402 | | |
| Waste Collection and Disposal | \$ 328,500 | \$ 224,552 | \$ 103,948 | | |
| Parks | \$ 29,000 | \$ 16,590 | \$ 12,410 | | |
| Recreation | \$ 72,700 | \$ 54,310 | \$ 18,390 | | |
| Swimming Pool | \$ 15,900 | \$ 11,650 | \$ 4,250 | \$ 9,700 | \$ 25,600 |
| Skateboard Park | \$ 2,400 | \$ 653 | \$ 1,747 | | |
| Campground | \$ 31,600 | \$ 17,145 | \$ 14,455 | | |
| Economic Development | \$ 76,800 | \$ 78,607 | \$ (1,807) | \$ 41,500 | \$ 118,300 |
| Insurance and Pension | \$ 4,000 | \$ 4,072 | \$ (72) | | |
| Contributions | \$ 19,400 | \$ 9,296 | \$ 10,104 | | |
| OPERATING EXPENSES SUBTOTAL | \$ 3,633,300 | \$ 2,642,314 | \$ 990,986 | \$ 74,000 | \$ 1,201,200 |
| Capital outlay - Transfers Out | \$ 351,000 | \$ - | \$ 351,000 | \$ 138,200 | \$ 489,200 |
| Debt service | \$ 61,900 | \$ 93,039 | \$ (31,139) | \$ 43,800 | \$ 105,700 |
| TOTAL GENERAL FUND EXPENDITURES | \$ 4,046,200 | \$ 2,735,353 | \$ 1,310,847 | \$ 256,000 | \$ 4,302,200 |

REVENUES OVER (UNDER) EXPENDITURES \$ - \$ 934,927 \$ - \$ -

CITY OF BRUNSWICK
CAPITAL PROJECT FUND

REVENUES

| | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
|--|--------------------------|-----------------|-------------------------------|--------------------|-------------------------------|
| General Fund Transfers In | \$ 351,000 | \$ - | \$ 351,000 | \$ 138,200 | \$ 489,200 |
| Capital Grant Revenues and Other Sources | \$ 320,800 | \$ 5,056 | \$ 315,744 | \$ (196,400) | \$ 124,400 |
| CAPITAL REVENUE SUBTOTAL | \$ 671,800 | \$ 5,056 | \$ 666,744 | \$ (58,200) | \$ 613,600 |

| | | | | | |
|--|---------------------|-----------------|---------------------|---------------------|-------------------|
| Debt Proceeds | | | | | |
| Bonds/Loans | | | | | |
| Accumulated Reserves | \$ 457,900 | \$ - | \$ 457,900 | \$ (186,600) | \$ 271,300 |
| BORROWING SUBTOTAL | \$ 457,900 | \$ - | \$ 457,900 | \$ (186,600) | \$ 271,300 |
| TOTAL CAPITAL PROJECT FUND REVENUES | \$ 1,129,700 | \$ 5,056 | \$ 1,124,644 | \$ (244,800) | \$ 884,900 |

CAPITAL EXPENDITURES

| | | | | | |
|---|---------------------|------------------|---------------------|---------------------|-------------------|
| General Government | | | | | |
| <i>Building Improvements- General</i> | \$ 20,000 | \$ 6,321 | \$ 13,679 | | |
| <i>New Accounting System</i> | \$ 43,300 | \$ 39,710 | \$ 3,590 | \$ 24,000 | \$ 67,300 |
| <i>Copier Capital Lease Pay-off</i> | \$ 39,700 | \$ - | \$ 39,700 | \$ (39,700) | \$ - |
| <i>Bike Path Amenities (Grant)</i> | \$ 26,000 | \$ - | \$ 26,000 | \$ (9,200) | \$ 16,800 |
| <i>Stream Restoration (Grant)</i> | \$ 41,200 | \$ - | \$ 41,200 | \$ (41,200) | \$ - |
| <i>Splash Park (POS Grant 75%)</i> | \$ 37,500 | \$ - | \$ 37,500 | | |
| <i>Little League (POS Grant 90%)</i> | \$ 65,000 | \$ - | \$ 65,000 | \$ (65,000) | \$ - |
| <i>Mini-Golf (POS Grant 90%)</i> | \$ 40,000 | \$ - | \$ 40,000 | \$ (40,000) | \$ - |
| <i>Caboose/WB Tower (Grant)</i> | \$ 66,000 | \$ 66 | \$ 65,934 | \$ (25,000) | \$ 41,000 |
| <i>Building Improvements- Railroad (Grant)</i> | \$ 65,000 | \$ - | \$ 65,000 | \$ (32,500) | \$ 32,500 |
| <i>Building Improvements- Campground Pavillions</i> | \$ 5,800 | \$ 5,450 | \$ 350 | | |
| \$449,500 | | | | | |
| Police | | | | | |
| <i>Vehicle - Annual Replacement</i> | \$ 37,500 | \$ - | \$ 37,500 | \$ 6,900 | \$ 44,400 |
| <i>Equipment- Eticket</i> | \$ - | \$ 6,000 | \$ (6,000) | \$ 6,000 | \$ 6,000 |
| \$37,500 | | | | | |
| Transportation Services (Public Works) | | | | | |
| <i>Vehicle- 550 Dump Truck (Plow & Spreader)</i> | \$ 73,000 | \$ - | \$ 73,000 | \$ 3,000 | \$ 76,000 |
| <i>Equipment- GPS System</i> | \$ 10,000 | \$ - | \$ 10,000 | | |
| <i>Street Improvements</i> | \$ 433,600 | \$ 7,090 | \$ 426,510 | | |
| <i>Building Improvements- Addition on PW Building</i> | \$ 70,000 | \$ 1,428 | \$ 68,572 | | |
| <i>Backhoe Capital Lease Pay-off</i> | \$ 46,100 | \$ - | \$ 46,100 | \$ (46,100) | \$ - |
| <i>Rubble Site Improvements</i> | \$ - | \$ 3,932 | \$ (3,932) | \$ 14,000 | \$ 14,000 |
| \$632,700 | | | | | |
| Stormwater Management | | | | | |
| <i>Stormwater System Improvements</i> | \$ 10,000 | \$ 6,803 | \$ 3,197 | | |
| \$10,000 | | | | | |
| General Fund Reserves | | | | | |
| <i>General Fund Reserve (annual accrual)</i> | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$0 | | | | | |
| TOTAL CAPITAL PROJECT FUND EXPENDITURES | \$ 1,129,700 | \$ 76,800 | \$ 1,052,900 | \$ (244,800) | \$ 884,900 |

| | | | | | |
|------------------------------------|------|-------------|-----------|------|------|
| REVENUES OVER (UNDER) EXPENDITURES | \$ - | \$ (71,744) | \$ 71,744 | \$ - | \$ - |
|------------------------------------|------|-------------|-----------|------|------|

| | | | | | |
|--|------------------|------------------|--------------------|------------------|-------------------|
| General Fund Debt Service | | | | | |
| <i>Copier Capital Lease</i> | \$ 13,200 | \$ 7,713 | \$ 5,487 | | |
| <i>Backhoe Capital Lease</i> | \$ 16,000 | \$ 59,815 | \$ (43,815) | \$ 43,800 | \$ 59,800 |
| <i>MDE Infrastructure Bond</i> | \$ 16,600 | \$ 16,602 | \$ (2) | | |
| <i>2012 Tax-Exempt Infrastructure Bond</i> | \$ 16,100 | \$ 7,807 | \$ 8,293 | | |
| TOTAL GENERAL FUND DEBT SERVICE | \$ 61,900 | \$ 91,937 | \$ (30,037) | \$ 43,800 | \$ 105,700 |

CITY OF BRUNSWICK
ENTERPRISE FUND - WATER

| | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
|---|--------------------------|----------------|-------------------------------|--------------------|-------------------------------|
| OPERATING REVENUES | | | | | |
| Water | \$ 1,006,100 | \$ 862,014 | \$ 144,086 | | |
| OPERATING REVENUE SUBTOTAL | \$ 1,006,100 | \$ 862,014 | \$ 144,086 | | |
| ALLOCATION REVENUES | | | | | |
| Water | \$ 121,000 | \$ 127,015 | \$ (6,015) | \$ 31,200 | \$ 152,200 |
| ALLOCATION REVENUE SUBTOTAL | \$ 121,000 | \$ 127,015 | \$ (6,015) | \$ 31,200 | \$ 152,200 |
| MISCELLANEOUS REVENUE | | | | | |
| Miscellaneous Revenues | \$ 75,500 | \$ 95,745 | \$ (20,245) | \$ 32,700 | \$ 108,200 |
| VARIABLE REVENUE SUBTOTAL | \$ 75,500 | \$ 95,745 | \$ (20,245) | \$ 32,700 | \$ 108,200 |
| LONG TERM OBLIGATIONS | | | | | |
| Debt proceeds Bonds\Loans | \$ 13,100 | \$ - | \$ 13,100 | \$ (13,100) | \$ - |
| BORROWING SUBTOTAL | \$ 13,100 | \$ - | \$ 13,100 | \$ (13,100) | \$ - |
| TOTAL ENTERPRISE FUND REVENUES | \$ 1,215,700 | \$ 1,084,774 | \$ 130,926 | \$ 50,800 | \$ 1,266,500 |
| EXPENDITURES | | | | | |
| Water | \$ 846,200 | \$ 613,662 | \$ 232,538 | \$ 50,800 | \$ 897,000 |
| Depreciation | \$ 111,700 | \$ 111,700 | \$ - | | |
| Capital Outlay | \$ 173,600 | \$ 87,669 | \$ 85,931 | \$ - | \$ 173,600 |
| Debt Service | \$ 84,200 | \$ 26,861 | \$ 57,339 | | |
| TOTAL ENTERPRISE FUND EXPENDITURES | \$ 1,215,700 | \$ 839,892 | \$ 375,808 | \$ 50,800 | \$ 1,266,500 |
| REVENUES OVER (UNDER) EXPENSES | \$ - | \$ 244,882 | \$ (244,882) | \$ - | \$ - |

CITY OF BRUNSWICK

ENTERPRISE FUND - WASTEWATER

| | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
|---|--------------------------|----------------|-------------------------------|--------------------|-------------------------------|
| Operating Revenues | | | | | |
| Wastewater | \$ 1,058,300 | \$ 884,878 | \$ 173,422 | | |
| OPERATING REVENUE SUBTOTAL | \$ 1,058,300 | \$ 884,878 | \$ 173,422 | | |
| ALLOCATION REVENUES | | | | | |
| Wastewater | \$ 122,000 | \$ 140,335 | \$ (18,335) | \$ 46,300 | \$ 168,300 |
| ALLOCATION REVENUE SUBTOTAL | \$ 122,000 | \$ 140,335 | \$ (18,335) | \$ 46,300 | \$ 168,300 |
| MISCELLANEOUS REVENUE | | | | | |
| Miscellaneous Revenues | \$ 48,100 | \$ 57,245 | \$ (9,145) | \$ 14,400 | \$ 62,500 |
| VARIABLE REVENUE SUBTOTAL | \$ 48,100 | \$ 57,245 | \$ (9,145) | \$ 14,400 | \$ 62,500 |
| LONG TERM OBLIGATIONS | | | | | |
| Debt proceeds Bonds/Loans | \$ 222,300 | \$ - | \$ 222,300 | \$ (55,700) | \$ 166,600 |
| BORROWING SUBTOTAL | \$ 222,300 | \$ - | \$ 222,300 | \$ (55,700) | \$ 166,600 |
| TOTAL ENTERPRISE FUND REVENUES | \$ 1,450,700 | \$ 1,082,458 | \$ 368,242 | \$ 5,000 | \$ 1,455,700 |
| EXPENDITURES | | | | | |
| Wastewater | \$ 915,400 | \$ 592,561 | \$ 322,839 | | |
| Depreciation | \$ 188,900 | \$ 188,900 | \$ - | | |
| Capital outlay | \$ 230,200 | \$ - | \$ 230,200 | \$ 5,000 | \$ 235,200 |
| Debt service | \$ 116,200 | \$ 32,889 | \$ 83,311 | | |
| TOTAL ENTERPRISE FUND EXPENDITURES | \$ 1,450,700 | \$ 814,350 | \$ 636,350 | \$ 5,000 | \$ 1,455,700 |
| REVENUES OVER (UNDER) EXPENSES | \$ - | \$ 268,108 | \$ (268,108) | \$ - | \$ - |

| CITY OF BRUNSWICK ENTERPRISE FUND - WATER Fiscal Year 2015 | | | | | |
|--|--------------------------|----------------|-------------------------------|--------------------|-------------------------------|
| Water Capital Projects | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
| <i>Water Distribution Replacement</i> | \$ 92,200 | \$ 31,288 | \$ 60,912 | | |
| <i>Water Intake Upgrade</i> | \$ 16,200 | \$ 8,200 | \$ 8,000 | \$ (8,000) | \$ 8,200 |
| <i>Storage Tank Contract and Upgrade</i> | \$ 12,000 | \$ 9,525 | \$ 2,475 | | |
| <i>Meter Replacements</i> | \$ 30,000 | \$ 18,083 | \$ 11,917 | | |
| <i>Hydrant Replacement Project</i> | \$ 10,000 | \$ 9,153 | \$ 847 | | |
| <i>Equipment-Line Locator</i> | \$ 5,000 | \$ 3,888 | \$ 1,112 | | |
| <i>Equipment-Crane Hoist</i> | \$ 8,200 | \$ - | \$ 8,200 | | |
| <i>Vehicle- 1/2 Ton F-150 4WD</i> | \$ - | \$ - | \$ - | | |
| <i>Yourtee SpringsUpgrades</i> | \$ - | \$ 7,532 | \$ (7,532) | \$ 8,000 | \$ 8,000 |
| | | | | | |
| | \$173,600 | | | | |
| Water Debt Service | | | | | |
| <i>Water Debt Principal</i> | \$ 41,700 | \$ - | \$ 41,700 | | |
| <i>Water Debt Interest</i> | \$ 42,500 | \$ 26,861 | \$ 15,639 | | |
| | | | | | |
| | \$84,200 | | | | |
| Water Reserves | | | | | |
| <i>Water System Reserve (annual accrual)</i> | \$ 111,700 | \$ 369,578 | \$ (257,878) | | |
| | | | | | |
| | \$111,700 | | | | |
| Water Total | \$ 369,500 | \$ 484,108 | \$ (114,608) | \$ - | \$ 369,500 |
| Depreciation | | | | | |
| <i>Depreciation (calculated)</i> | \$ 558,700 | \$ 369,578 | \$ 189,122 | | |
| <i>FY 2015 Funded</i> | (111,700) | (111,700) | \$ - | | |
| <i>Underfunded Depreciation</i> | \$ 447,000 | \$ 257,878 | \$ 189,122 | | |

| CITY OF BRUNSWICK ENTERPRISE FUND - WASTEWATER Fiscal Year 2015 | | | | | |
|---|--------------------------|-------------------|-------------------------------|--------------------|-------------------------------|
| Wastewater Capital Projects | Current FY2015 Budget | FY2015 Actuals | Budget to Actuals Variance | Proposed Change | Proposed Amended Amount |
| <i>Vehicle- Used Truck</i> | \$ 10,000 | \$ - | \$ 10,000 | | |
| <i>Sludge Conveyor Rebuild</i> | \$ 85,200 | \$ - | \$ 85,200 | | |
| <i>I&I</i> | \$ 105,000 | \$ - | \$ 105,000 | | |
| <i>UV Bulb Replacement</i> | \$ 30,000 | \$ - | \$ 30,000 | | |
| <i>Wastewater Plant Improvements</i> | \$ - | \$ - | \$ - | \$ 5,000 | \$ 5,000 |
| \$230,200 | | | | | |
| Wastewater Debt Service | | | | | |
| <i>Wastewater Debt Principal</i> | \$ 64,300 | \$ - | \$ 64,300 | | |
| <i>Wastewater Debt Interest</i> | \$ 51,900 | \$ 32,889 | \$ 19,011 | | |
| \$116,200 | | | | | |
| Wastewater Reserves | | | | | |
| <i>Wastewater System Reserve (annual accrual)</i> | \$ 188,900 | \$ 710,648 | \$ (521,748) | | |
| \$188,900 | | | | | |
| Wastewater Total | \$ 535,300 | \$ 743,537 | \$ (208,237) | \$ 5,000 | \$ 5,000 |

| Depreciation | | | | | |
|----------------------------------|------------|------------|------------|--|--|
| <i>Depreciation (calculated)</i> | \$ 944,300 | \$ 710,648 | \$ 233,652 | | |
| <i>FY 2015 Funded</i> | (188,900) | (188,900) | \$ - | | |
| <i>Underfunded Depreciation</i> | \$ 755,400 | \$ 521,748 | \$ 233,652 | | |



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

March Technical Services Staff Report **Mayor and Council 4-14-2015**

Planning

- Staff reviewed site and improvement plans for Gums Springs Phase II lots of record and held TAC meeting with Applicant and Engineer.
- Construction has begun on the Vasseur house lot along Gum Spring.
- Staff worked with economic coordinator on events and business development.
- Staff prepared letter of support for the SHA submission for a right in only access for the grocery store at Brunswick Crossing.
- Staff continued working with Ryan Homes at Brunswick Crossing.
- Staff reviewed 9 correction plats and 4 final plats for Brunswick Crossing and presented to the Planning Commission.
- Staff moved office space to accommodate Food Bank to locate at the Annex building.
- 12 Zoning Certificates issued March
- 4 U&O's issued February
- BoA did not meet in March and has no meeting scheduled for April.
- Planning Commission met March 23, 2015 and there is a meeting scheduled for April 27, 2015.

GIS

- Assisted public with property data.
- Assisted public works with updates to utility mapping (sewer & water).
- Finalized signage map for public works.
- Completed vacant property inventory update.
- Developed map for City Police showing jurisdiction along MD 17
- Added parcel data for Brunswick Crossing
- Revised zoning Map for Signature.

ZC Log 2015

| ZC # | Tax ID # | Date Approved | Parcel # | Name of Owner/Applicant | Street # | Street Address | Improvement/Use |
|------|-----------|---------------|----------|--|----------|------------------|---------------------|
| 20 | 25-492366 | 3-3-15 | 92 | Dan Roe | 1209 | Moore Spring Ct | Deck |
| 21 | 25-487087 | 3-6-15 | 417 | Susan O'Neil/Liane Vivant | 825 | Brunswick St | solar panels |
| 22 | 25-469712 | 3-12-15 | 1691 | Clement & Antonette Vasseur | 504 | Gum Spring Rd | SFD |
| 23 | 25-467779 | 3-16-15 | 945 | Carolyn Ormes LLC | 15 | E. Potomac | Sign |
| 24 | 25-491343 | 3-18-15 | 29 | Janelle Harlen/Kendrick Smith/ Fred. Fen | 1412 | Musgrove Alley | Fence |
| 25 | 25-485955 | 3-18-15 | 1501 | Cathy Shafer | 216 | 3 rd | Shed |
| 26 | 25-489640 | 3-23-15 | 311 | Kelly Cornwell | 7 | Jennifer Lynn Dr | Deck |
| 27 | 25-589878 | 3-23-15 | 29 | Darin Callahan | 1308 | Landers Creek | Fence |
| 28 | 25-589883 | 3-24-15 | 29 | Brunswick Crossing LLC-T&A Cont. | 1220 | Lander Creek | Deck |
| 29 | 25-491084 | 3-27-15 | 29 | Zalwowski, Gary | 1308 | Hope Farm Ct | Solar Panels |
| 30 | 25-480724 | 3-30-15 | 594 | John Klapack | 594 | W. Potomac St | Façade Impr. In R/W |
| 31 | 25-478096 | 3-31-15 | 720 | Mike & Jennifer Hahn | 613 | Brunswick St | Fence |

U&O Log 2015

| Item # | U&O # | Receipt Date | Street # | Street Address | Zoning Certificate # | AP # | Issuance Date |
|--------|-------|--------------|----------|------------------|----------------------|--------|---------------|
| 7 | 15-7 | 3-2-15 | 609 | N. Maple Ave. | SFD | 123192 | 3-3-15 |
| 8 | 15-8 | 3-6-15 | 15 | E. Potomac St. | Public Spectacle | 100817 | 3-6-15 |
| 9 | 15-9 | 3-13-15 | 1124 | Dargon Quarry Ln | SFD | 123960 | 3-13-15 |
| 10 | 15-10 | 3-13-15 | 1143 | Dargon Quarry Ln | SFD | 124637 | 3-13-15 |

MONTHLY CODE ENFORCEMENT REPORT

| Violations | March 2015 | YTD January- March 2015 | Past January - March 2014 |
|-------------------|-------------------|------------------------------------|--------------------------------------|
|-------------------|-------------------|------------------------------------|--------------------------------------|

WARNINGS

| | | | |
|-----------------------------|------------|------------|------------|
| Vehicles/ Vehicle repair | 2/0 | 3/0 | 9/0 |
| Property trash/ Unsec. | 6/0 | 9/0 | 19/0 |
| Property Repair/Property | 1/2 | 1/3 | 0/0 |
| Overgrowth /Unsanitary | 0/0 | 0/0 | 0/0 |
| Vac. prop.trash/ Unsec.vac | 2/0 | 4/2 | 0/3 |
| S.walk repair/ S.Walk Trash | 0/0 | 0/0 | 1/1 |
| Littering | 0 | 0 | 2 |
| Vacant Overgrowth | 0 | 0 | 0 |
| Animal Waste / Snow and | 0/111 | 0/272 | 3/119 |
| Livestock | 1 | 1 | 0 |
| Trash Cans /Signs | 2/1 | 3/1 | 1/1 |
| Warning Totals | 128 | 299 | 159 |

CITATIONS

| | | | |
|-----------------------------|----------|----------|-----------|
| Vehicles/ Vehicle repair | 0/0 | 0/0 | 4/0 |
| Property trash/ Unsec. | 0/0 | 0/0 | 1/1 |
| Property Repair/ Property | 0/0 | 1/0 | 0/0 |
| Overgrowth/ Unsanitary | 0/1 | 0/1 | 0/0 |
| Vac. prop. trash,/ Unsec. | 0/0 | 0/1 | 0/1 |
| S walk repair/ S walk trash | 0/0 | 0/0 | 0/0 |
| Littering | 0 | 0 | 0 |
| Vacant Overgrowth | 0 | 0 | 0 |
| Animal Waste/ Snow and | 0/0 | 0/4 | 0/13 |
| Livestock | 0 | 0 | 0 |
| Trash Cans | 0 | 0 | 0 |
| Signs | 0 | 1 | 0 |
| Citation Totals | 1 | 7 | 20 |
| Complaints | 4 | 8 | 17 |

CITY OF BRUNSWICK MONTHLY WATER FLOW REPORT

| | <u>Monthly Total</u> | <u>Daily Average</u> |
|--------------------------------------|----------------------|------------------------|
| Water from springs..... | <u>3.59</u> | *M.G. <u>0.12</u> M.G. |
| Water pumped from Potomac River..... | <u>12.54</u> | M.G. <u>0.40</u> M.G. |
| Total..... | <u>16.13</u> | M.G. <u>0.52</u> M.G. |
| Finished water pump from Plant... | <u>11.90</u> | M.G. <u>0.38</u> M.G. |

Submitted By Patricia Hoffsta
Date 4-8-15

*Million Gallons

WATER PLANT PROJECTS & MAINTENANCE –March 2015

- 1) Tested all chlorine gas detectors
- 2) Calibrated all chemical feeders
- 3) Received deliveries of Caustic Soda, Sulfuric Acid And Caustic Soda
- 4) Operators attended annual safety training
- 5) The oil was changed in all mixer gear boxes and fittings were greased
- 6) Oil was changed in all air compressors
- 7) Drained and cleaned both sedimentation basins
- 8) Patrick completed the annual consumer confidence report and filed it with MDE and sent it in to the Brunswick Citizen
- 9) Alban cat preformed maintenance on generators
- 10) Patrick, Matt and Danny attended a class on Laboratory processes
- 11) Operators drained the raw water wet well and repaired the KMnO₄ feed line
- 12) Chase began assisting in flushing fire hydrants

CITY OF BRUNSWICK WWTP MONTHLY FLOW REPORT

Treated Effluent Flow --- 21.49 M.G.

Rain --- 3.4 INCHES

Sludge to Landfill --- 86.82 TONS

Submitted By --- Patrick Hoffmaster
Date 4/8/15

- We seen several days of high flows into the WWTP this month from all the rain I & I

Brunswick WWTP Operations & Projects March 2015

- 1) Ran Belt Press twice weekly
- 2) Backflushed SBR's bi-weekly
- 3) Cleaned Pista Grit vacuum bowl weekly
- 4) Filled the hypo Drum Twice
- 5) Greased the auger to the sludge truck
- 6) Greased air pumps and bearings at the pump station
- 7) Attended safety training
- 8) Cut down a tree at Galyn Manor that was growing over the fence and pump station
- 9) Changed oil to the sludge and supernate pump gear boxes
- 10) Cleaned the polymer mixer with a chlorine solution
- 11) Greased the waste pump motor and bearings
- 12) Washed down the del-pac containment area
- 13) Changed the oil in the SBR blowers
- 14) Built a concrete wall around the del-pac feeders
- 15) Pumped out the old return pump pits
- 16) Repaired the heater to the Pista Grit Vacuum panel
- 17) Replaced one air slide on the UV system
- 18) Disassembled the sludge pump to remove a clog
- 19) Repaired the Belt press cake conveyer



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

Department of Public Works Mayor & Council Monthly Report for March 2015

Water Line Repairs and Maintenance

Repair service line
Put out leak detectors
Replace two cut off valves on service lines

Sewer Line Repairs

Pipe Patch

Water Valve Maintenance

None

Fire Hydrant Maintenance

Started flushing hydrants

Street Repair and Maintenance

Cold mix pot hole & cross ditches

CIP Projects

None

Storm Drain Maintenance

Repair storm box on 13th Ave
Unclog storm drain at West Potomac & Florida Ave

Miscellaneous Tasks and Maintenance

Get campground ready for the start up of the season, install water meters, clean boat ramps, replaced post hydrants, jet storm drains, and flush water system, haul milling to site
Replaced one section on ramp at Skate Park
Started work on pool
Work at PD, paint replace roof on shed
Plow snow
Marked 50 Miss Utility tickets
Sweep some streets

Construction and Contractor Support

Sidewalk inspections at BC

Water Meter

27 settlements, 3 replacements, 14 repairs, 6 high bill investigations, 5 new installs, 2 meter inspections, 1 u&o inspections, 17 cut-offs.

Safety

Construction site safety training for David Woods.
Completed monthly fire extinguisher inspection.



Brunswick Police Department Monthly Report

Reporting Month and Year: MARCH 2015

Traffic Enforcement Activity

| | Month | YTD | PY Month | PY YTD |
|---------------------------|-------|-----|----------|--------|
| Maryland State Citations: | 31 | 78 | 19 | 100 |
| Maryland State SEROS: | 2 | 4 | 8 | 20 |
| Warning Citations: | 36 | 76 | 56 | 172 |
| Parking Citations: | 23 | 73 | 47 | 117 |

Parking Enforcement Revenue

| | Month | YTD | PY Month | PY YTD |
|--------------------|-------|-----|----------|--------|
| Fines Collected: | * | * | * | * |
| Meter Collections: | * | * | * | * |

Crime Report

| | Month | YTD | PY Month | PY YTD |
|-------------------------|-------|------|----------|--------|
| Calls for Service | 1302 | 3792 | 1435 | 4329 |
| Homicide | 0 | 0 | 0 | 0 |
| Rape | 0 | 0 | 1 | 1 |
| Robbery | 0 | 0 | 0 | 0 |
| Assault | 4 | 23 | 11 | 27 |
| B&E | 4 | 4 | 1 | 2 |
| Theft | 3 | 9 | 4 | 19 |
| Auto Theft | 0 | 0 | 2 | 2 |
| Motor Vehicle Accidents | 17 | 31 | 1 | 15 |

-Officers attended 132.5 hours of specialized training. Training courses were:

- *4 officers attended Frederick City PD Active Shooter training.
- *1 officer attended EMS recert training
- *1 officer attended annual in-service training
- *3 officers attended annual firearms classroom training
- *1 officer attended RAPID certification training (pawn data system)
- *2 officers attended CJIS recert training



Brunswick Police Department
Call Type Counts Listing
March 1, 2015 to March 31, 2015

| Call Type | Counts |
|---|---------------|
| ANIMAL COMPLAINTS | 1 |
| ASSAULT - OCCURED EARLIER | 1 |
| ASSAULT - REPORT ONLY | 1 |
| ASSAULT WITH INJURY | 1 |
| ASSIST FIRE DEPARTMENT | 7 |
| ASSIST OTHER PD (SHERIFF) | 16 |
| ATTEMPT TO LOCATE - ADD TO LOOKOUT FILE | 6 |
| CARDIAC ARREST | 1 |
| COMMERCIAL | 4 |
| COMMERCIAL BURGLARY - REPORT ONLY | 2 |
| COMMERCIAL HOLD UP ALARM - ALERT TONE | 1 |
| COURT - BPD | 6 |
| COURT PAPERWORK | 2 |
| DESTRUCTION OF PROPERTY / VANDALISM | 7 |
| DISABLED VEHICLE | 7 |
| DISCHARGING FIRE ARM - FCPD SEND TWO CARS | 1 |
| DISTURBANCE - ALL GATHERINGS | 10 |
| DOMESTIC | 6 |
| DOMESTIC ESCORT TO RETRIEVE PROPERTY | 1 |
| DOMESTIC IN PROGRESS - ALERT TONE | 1 |
| EMERGENCY EVALUATION | 4 |
| EVICTON | 1 |
| EXTRA DUTY | 5 |
| FOLLOW UP - ALL TYPES | 23 |
| FOUND PROPERTY | 3 |
| FRAUD | 8 |
| FUNERAL ESCORT | 1 |
| HARRASSMENT | 9 |
| HIT AND RUN PROPERTY DAMAGE | 3 |
| JUVENILE COMPLAINT | 3 |
| MISSING PERSON | 2 |
| MUNICIPAL INFRACTION | 3 |



Brunswick Police Department
Call Type Counts Listing
March 1, 2015 to March 31, 2015

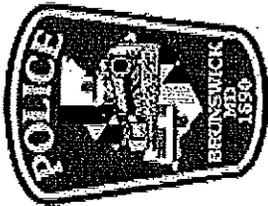
| Call Type | Counts |
|--|---------------|
| NARCOTICS - FCPD SEND TWO CARS | 4 |
| NOISE COMPLAINT | 2 |
| NOTIFICATIONS | 2 |
| OPEN OR 911 HANG-UP | 28 |
| PARKING VIOLATIONS | 18 |
| PATROL CHECK (BRUNSWICK) | 681 |
| PERSONAL INJURY ACCIDENT | 1 |
| POLICE INFORMATION | 3 |
| POLICE TRAINING / EDUCATION | 13 |
| PROPERTY DAMAGE ACCIDENT | 12 |
| RELAY OR 10-5 | 1 |
| REPO / TOW AWAY | 1 |
| REQUEST OFFICER | 93 |
| RESIDENTIAL | 4 |
| RESIDENTIAL BURGLARY - REPORT ONLY | 2 |
| RESIDENTIAL BURGLARY IN PROGRESS - ALERT TONE | 1 |
| SCHOOL | 2 |
| SELECTIVE ENFORCEMENT TRAFFIC OR SPEED | 48 |
| SPECIAL ASSIGNMENTS | 5 |
| SUMMONS SERVICE (BPD) | 2 |
| SUSPICIOUS ACTIVITY / VEHICLE OR PERSON | 8 |
| SUSPICIOUS PERSON | 6 |
| SUSPICIOUS VEHICLE | 3 |
| TALKS / CRIME PREVENTION / COMMUNITY RELATIONS | 10 |
| THEFT / STOLEN / SHOPLIFTING - EXCEPT VEHICLE | 5 |
| TRAFFIC COMPLAINT/ ALSO TRAFFIC DETAIL | 5 |
| TRANSPORT 10-95 | 1 |
| TRESPASSING | 5 |
| UNOPENED SUSPICIOUS ITEM | 1 |
| VEHICLE STOP (BRUNSWICK) | 96 |
| WALKING PATROL | 79 |
| WARRANT SERVICE (BPD) | 1 |
| WEAPONS VIOLATIONS - FCPD SEND TWO CARS | 2 |



*Brunswick Police Department
Call Type Counts Listing
March 1, 2015 to March 31, 2015*

| <i>Call Type</i> | <i>Counts</i> |
|------------------|---------------|
| WELFARE CHECKS | 10 |

Total Number of Calls: 1,302



Brunswick Police Department

Listing of Arrests

March 1, 2015 to March 31, 2015

| Case ID | Date | Time | Charge | Status | Person Type | Officer | Disposition |
|------------|------------|-------|---|----------------|-------------|---------------------|-------------------|
| 2015002400 | 03/01/2015 | 15:23 | DRIVING ON SUSPENDED LIC AND PRIV | CLOSED/CLEARED | ADULT | WILBUR JESSON | CLEARED BY ARREST |
| 2015002581 | 03/03/2015 | 17:00 | CINS - TAKING CHILD INTO CUSTODY | CLOSED/CLEARED | JUVENILE | JACQUELYN DRUKTENIS | CLEARED BY ARREST |
| 2015002766 | 03/08/2015 | 00:47 | DRIVING ON SUSPENDED LIC AND PRIV | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015002584 | 03/08/2015 | 20:49 | THEFT, ALL OTHER \$999 OR LESS | CLOSED/CLEARED | JUVENILE | JAMES LEDWELL | CLEARED BY ARREST |
| 2015002797 | 03/10/2015 | 01:04 | DRIVING ON SUSPENDED LIC AND PRIV | CLOSED/CLEARED | ADULT | BRYCE MCGUIRE | CLEARED BY ARREST |
| 2015003096 | 03/17/2015 | 14:48 | ASSAULT, 2ND DEGREE (SIMPLE ASSAULT) | CLOSED/CLEARED | ADULT | ERIC BITTNER | CLEARED BY ARREST |
| 2015003269 | 03/20/2015 | 23:57 | FRAUD, FALSIFYING TITLE, REG., PLATE, TAB, PERMIT | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015003367 | 03/23/2015 | 01:53 | CDS, POSSESSION OF PARAPHERNALIA | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015003367 | 03/23/2015 | 01:53 | CDS, POSSESSION OF PARAPHERNALIA | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015003372 | 03/23/2015 | 13:38 | DRIVING ON SUSPENDED LIC AND PRIV | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015002947 | 03/24/2015 | 10:59 | BURGLARY, 2ND DEGREE (BREAKING AND ENTERING) | CLOSED/CLEARED | ADULT | BRYCE MCGUIRE | CLEARED BY ARREST |
| 2015002947 | 03/24/2015 | 11:04 | BURGLARY, 2ND DEGREE (BREAKING AND ENTERING) | CLOSED/CLEARED | ADULT | BRYCE MCGUIRE | CLEARED BY ARREST |
| 2015003494 | 03/25/2015 | 17:08 | CDS, POSS COCAINE/OPIUM/THEIR DERIVATIVES | CLOSED/CLEARED | ADULT | CHRISTOPHER HANDLER | CLEARED BY ARREST |
| 2015003760 | 03/30/2015 | 19:10 | CDS, POSSESSION OF MARIJUANA | CLOSED/CLEARED | ADULT | JACQUELYN DRUKTENIS | CLEARED BY ARREST |
| 2015003768 | 03/31/2015 | 06:30 | DRIVING ON SUSPENDED LIC AND PRIV | CLOSED/CLEARED | ADULT | JAMES MOXLEY | CLEARED BY ARREST |
| 2015003786 | 03/31/2015 | 15:08 | DESTRUCTION OF PROPERTY- MOTOR VEHICLE | CLOSED/CLEARED | JUVENILE | JAMES MOXLEY | CLEARED BY ARREST |

Total Number of Arrests: 16

**Mayor & Council Meeting
Consent Agenda Item Summary
April 14, 2015**

The Council is being asked to consider the following items as the Consent Agenda:

- Item # 7a – Brunswick Crossing – Phase IIA-1 Part 2 Sewer – Performance Bond Reduction

On March 10, 2015 Brunswick Crossing, LLC requested conditional acceptance and bond reduction, and staff recommends approval.

- Item #7b – Brunswick Crossing – Phase IIA-1 Part 2 Storm Drain – Public Works Agreement Package

Staff recommends approval with two noted conditions.

- Item #7c – Brunswick Crossing – Phase IIA-1 Part 2 Paving – Public Works Agreement Package

Staff recommends approval with two noted conditions.



THE
CITY OF BRUNSWICK
MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

Mayor & Council
Brunswick Crossing – Phase IIA-1 part 2 Sewer
Performance Bond Reduction
Staff Report
April 13, 2015

BACKGROUND:

On March 10, 2015, Brunswick Crossing, LLC requested conditional acceptance and bond reduction for the sewer that is in place and inspected for Phase IIA-1 part 2. Public Works has inspected and approved the sewer for this section and staff has no objection to this conditional acceptance and reduction request.. There will be a one-year warranty following conditional acceptance.

This staff report is to request that the Mayor & Council agree to reduce the Performance Bond by \$115,718.00 (one hundred fifteen thousand seven hundred eighteen dollars).

Upon reduction of this amount, a balance of \$90,188.00 (ninety thousand one hundred eighty-eight dollars) will remain on the Performance Bond. This amount includes the final water for this section that has not yet been installed.

The Letter of Credit for the 15% contingency for all of Phase IIA-1part 2 Water & Sewer in the amount of \$30,885.90 (thirty thousand eight hundred eighty-five dollars and ninety cents) will remain in place until the warranty period expires.

ANALYSIS:

Phase IIA-1 Part 2 W&S: Performance Bond in the amount of \$ 205,906.00
Recommend amount released from Bond \$ 115,718.00
Remaining balance of bond \$ 90,188.00

Phase IIA-1 Part 2 W&S: Letter of Credit to remain in place (15% Contingency) \$30,885.90

Phase IIA-1 Part 2 W&S Total surety to remain in place. \$121,073.90

RECOMMENDATION:

Staff recommends that Mayor & Council consent to Conditional Acceptance and a Performance Bond reduction in the amount of \$ 115,718.00 for Phase IIA-1 Part 2 Sewer.



PLEASANTS DEVELOPMENT, LLC 24012 Frederick Rd. | Suite 200 | Clarkburg, MD 20871 | 301-428-0800

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1007
EMAIL: DFHYFR@PLEASANTS.ORG

March 9, 2015

Mr. Bruce Dell
Planning and Zoning Administrator
City of Brunswick
1 West Potomac Street
Brunswick, MD 21716

Reference: Conditional Acceptance Request Phase IIA-1 Sewer, City of Brunswick
Contract #SW-8 (Potomac View Extension: Approximate Stations 77+00 to 95+00).

Part 2

Dear Mr. Dell:

We are requesting Conditional Acceptance in regards to Phase IIA-1 Sewer, City of Brunswick Contract #SW-8. The work has been properly completed and inspected.

Part 2

Please find enclosed the Conditional Acceptance Bond Cost estimate and the sewer street footage as well as aggregate summary as requested. Per City of Brunswick policy, the 15% contingency for the above completed work will remain in effect until final acceptance.

The original bond and letter of credit was posted for both water and sewer. At this time, the sewer has been constructed. Therefore, we hereby respectfully request that the bond amount be reduced to cover the remaining water construction. The full amount of the letter of credit will remain in place until such time the sewer and water are finally accepted; a reduction might be requested should the sewer be accepted prior to the water. See attached adjusted bond estimate for the remaining water construction for your approval.

Thanks you for your assistance on this matter and please contact me at 301-428-0800 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Dan Fryer", written over a dotted line.

J. Dan Fryer, PE
Project Manager
Pleasants Development, LLC

City of Brunswick Sewer Quantity by Street

Date: September 9, 2014

Subdivision: BRUNSWICK CROSSING, Section IIA-1 Part 2

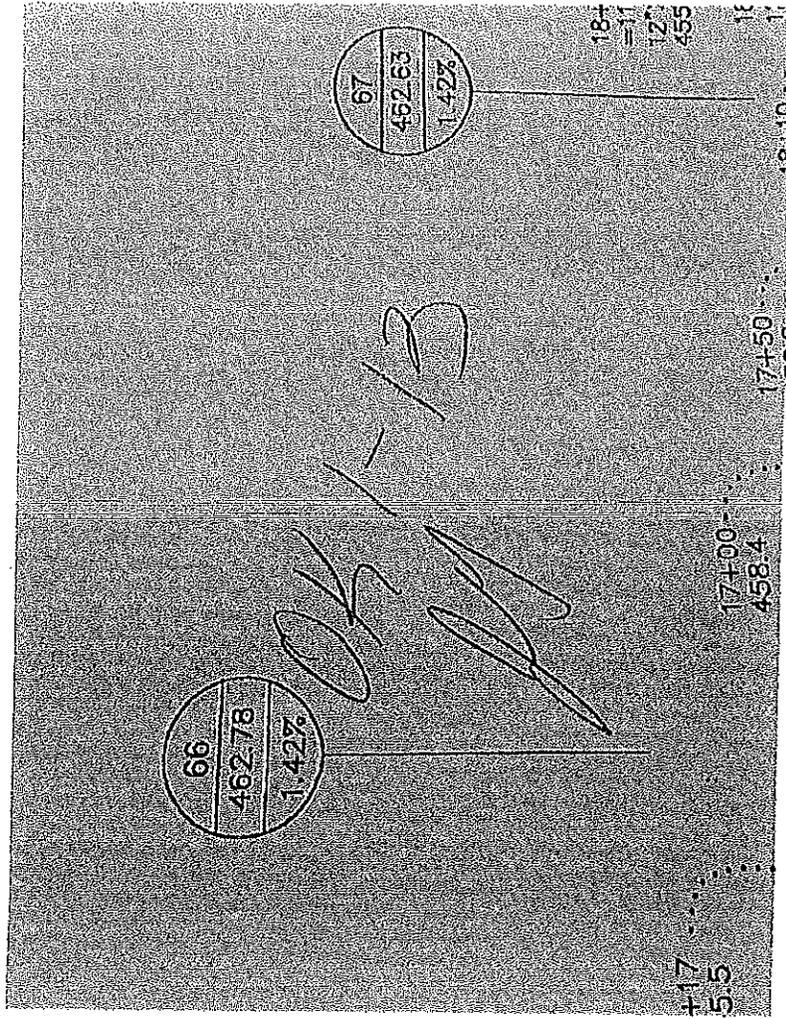
City Contract # SW-8

Sewer Quantity Totals

| Item | Unit | Quantity |
|-------------------|------|----------|
| 8" SDR 35 | lf | 1,078 |
| 8" SDR 26 | lf | 359 |
| 8" DIP | lf | 303 |
| 48" Manhole | ea | 11 |
| SFC (4') | ea | 15 |
| Drop Conn. Type E | ea | 1 |

Sewer Quantity Summary by Street

| Sewer Summary | | | | | SDR 35 | SDR 26 | DIP | |
|-----------------|-----------|-----|---------|----|--------|----------------|----------------|----------------|
| Street | Size (in) | SDR | MH# | to | MH# | Sub-Total (lf) | Sub-Total (lf) | Sub-Total (lf) |
| Potomac View Dr | 8" | 35 | ex stub | to | 2 | 91 | | |
| | 8" | 35 | 2 | to | 3 | 111 | | |
| | 8" | 35 | 3 | to | 4 | 89 | | |
| | 8" | 35 | 4 | to | 5 | 86 | | |
| | 8" | 35 | 5 | to | 6 | 172 | | |
| | 8" | 35 | 6 | to | 7 | 329 | | |
| | 8" | 35 | 7 | to | stub | 25 | | |
| | 8" | 35 | 7 | to | 8 | | | 53 |
| | 8" | 35 | 8 | to | 9 | | | 137 |
| | 8" | 35 | 9 | to | 10 | | | 113 |
| | 8" | 35 | 10 | to | 11 | 195 | | |
| | 8" | 35 | 11 | to | 12 | | 182 | |
| | 8" | 35 | 12 | to | 13 | | 147 | |
| | 8" | 35 | 13 | to | stub | | 30 | |
| | | | | | | 1078 | 359 | 303 |



City of Brunswick Inspection Sign off
for SEWER ONLY.

SECTION IIA-1 PVP EXTENSION 77+00 TO 95+00

Date of Inspection: 1/13/15



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

Mayor & Council
Brunswick Crossing Section IIA-1 Part 2
Public Works Agreement Package
Staff Report
April 14, 2015

This is a request for approval of the Section IIA-1 part 2 Public Works Agreement (PWA) Package for Storm Drain.

ANALYSIS:

The PWA Package for Section IIA-1 part 2 was submitted to The City of Brunswick in accordance with the City's standard procedures. The Cost Estimates utilized the unit costs that the City approved. The PWA is in the standard City format and is acceptable to staff.

The Developer, Brunswick Crossing, LLC intends to provide the surety for this work in the form of one Performance Bond in the amount of \$176,496.00 and a Letter of Credit for the 15% contingency in the amount of \$26,474.40. This PWA Package for Section IIA-1 part 2 includes the PWA document for signature, the approved cost estimate that determined the surety requirements, and a map of Section IIA-1 parts 1-4 the Performance Bond and Letter of Credit will be submitted prior to final signatures on the Improvement Plans.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Brunswick Crossing Section IIA-1 part 2 Storm Drain PWA package with the following conditions:

1. PWA Package must be approved by the Mayor and Council
2. Applicant is bound by their Testimony

**STANDARD
PUBLIC WORKS AGREEMENT
FOR BRUNSWICK CROSSING
CITY OF BRUNSWICK, MARYLAND
Section IIA-1 Part 2 Public Storm Drain**

This Public Works Agreement (“**this Agreement**”) is made as of the _____ day of _____, 20___, by and between the **MAYOR AND COUNCIL OF BRUNSWICK**, a municipal corporation of the State of Maryland, having its principal offices at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (the “**City**”), and **BRUNSWICK CROSSING, LLC**, a Maryland limited liability company, having its principal offices at 24012 Frederick Road, Suite 200, Clarksburg, Maryland 20871 (the “**Developer**”), as follows:

RECITALS

1. **PROPERTY AND IMPROVEMENTS**. The Developer is the owner and developer of certain lands in the City of Brunswick, Frederick County, State of Maryland, located on the south side of Maryland Route 17 and the east side of Maryland Route 180, and known and described as the Brunswick Crossing subdivision (the “**Property**”), upon which and for the benefit of Developer intends to construct those certain public storm drain improvements generally described as: Section IIA-1 Part 2 Public Storm Drain Improvements

(the “**Improvements**”). The Property was annexed into the corporate limits of the City of Brunswick by Resolution No. 02-05 effective May 10, 2002, and pursuant to the terms and conditions of an Annexation Agreement dated March 26, 2002 by and between Brunswick Crossing, L.L.C., et al., and the City (the “**Annexation Agreement**”).

2. **IMPROVEMENT PLANS**. Developer has designed and submitted to the City the engineered construction plans and specifications which have been approved by the City Department of Public Works (“**BDPW**”) and are identified as “Brunswick Crossing Improvement Plan Phase IIA” (the “**Improvement Plans**”) and has prepared the costs estimates for the Improvements which have been approved by the BDPW (the “**Cost Estimates**”).

3. **PERMISSION TO CONSTRUCT**. Developer seeks permission from BDPW to proceed with construction of the Improvements pursuant to the Improvements Plans and Cost Estimates.

4. **LEGAL AUTHORITY**. Article VIII of the Charter of the City of Brunswick, Section 16-70, as amended, and Chapter 4, Article 2 of the Code of Ordinances of the City of Brunswick, as amended, Article 5, Section 5.12 C. 5 of the City of Brunswick Zoning Ordinance, as amended, and Article 2, Section 2.5 and Article 4 of the City of Brunswick Subdivision Regulations, as amended, provide that public or private infrastructure improvements required as part of a site plan or

subdivision development proposal be financially guaranteed and constructed by the owner/developer/subdivider pursuant to a public works agreement between the City and the owner/developer/subdivider and that the owner/developer/subdivider provide an irrevocable letter of credit or other satisfactory financial guaranty to the City to guarantee the proper, complete and timely completion of any public improvements associated with the proposed development including but not limited to roads, curbs, gutters, sidewalks, streetlights, water and sewer facilities, stormwater management, and sediment and erosion control facilities and to otherwise protect the health, safety and welfare of the City of Brunswick and its residents.

5. **PURPOSE.** Developer and City enter into this Agreement for the purpose and intent of satisfying the requirements of the City of Brunswick Zoning Ordinance, Subdivision Regulations, the Code of Ordinances, the Annexation Agreement, policies and regulations of the City of Brunswick as enforced by the BDPW, if applicable, including but not limited to the "Mayor and Council of Brunswick General Conditions and Standard Specifications for Water Mains, Sanitary Sewers and Related Structures" and the "City R/W Obstruction Permit", and the "City of Brunswick Design Manual" and any additions or revisions thereto, and other land development policies and requirements of the City of Brunswick (collectively the "**City Requirements**") with regard to the Developer's guaranty of construction, timely and proper completion of construction, and dedication and the City's inspection and acceptance of the "Improvements" as hereinafter set forth.

NOW, THEREFORE, in consideration of the aforesaid premises and recitals which are incorporated herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows.

1. **Developer's Agreement To Timely Complete.** The Developer, at its expense, shall construct and achieve "Substantial Completion" of the Improvements (as hereinafter defined) to serve the Property in accordance with the Improvement Plans within six (6) months from the date of this Agreement. Upon Developer's Substantial Completion of the Improvements in accordance with the Improvement Plans, the City will inspect the Improvements and if satisfactorily completed in accordance with the Improvement Plans as determined by the City in a commercially reasonable manner ("**Substantial Completion**") the Developer will dedicate and the City will conditionally accept the Improvements into the public water and sewer system in accordance with the City Requirements and thereafter the City shall operate said Improvements. The Developer shall provide a one (1) year warranty for the Improvements from the date of Substantial Completion in accordance with the City Requirements. Upon the completion of the one (1) year warranty period, the City shall perform a final inspection of the Improvements. Upon the proper correction by the Developer of any incomplete or unsatisfactory items noted in the final inspection the City shall issue final acceptance of the Improvements in accordance with City Requirements. The Developer agrees to convey or sign any future agreements needed to fulfill the terms of this Agreement. The Developer shall not commence construction of the Improvements until all necessary preconstruction obligations as set forth herein or in the City Requirements are fulfilled. The City shall not be liable to the Developer for any delay or default or for any other reason relating to these Improvements. The Developer will dedicate and convey to the City all necessary easements (at the Developer's sole expense) for the construction and maintenance of the Improvements prior to the City's conditional acceptance of the Improvements.

2. **Design Specifications And Additional Work.** Developer shall construct all Improvements

in accordance with the specifications set forth in detail in the Improvement Plans. It is understood and agreed that the City may wish to install improvements in excess of those required under this Agreement to serve the Improvements for the Property. In that event, the City may require information from Developer as to the cost to accomplish both purposes, and the City will pay all costs of the over-sizing in excess of that needed to construct the Improvements necessary to serve the Property.

3. **Inspection Fees.** The Developer will pay estimated inspection fees prior to the commencement of construction of the Improvements in accordance with the current City fee schedule. Developer shall proceed with construction of the Improvements in accordance with the inspection procedures specified by the City Requirements. The City will furnish inspection on all phases of the Improvements. Developer and/or its contractor will notify the City's inspector prior to start of construction of the Improvements. The construction inspection fee shall cover the City's expense related to inspection of the Improvements and shall be payable by the Developer (or the owner of the Property) to the City. All invoices are due and payable by Developer by the 10th of the month following the date of invoice in accordance with the City Requirements. Any additional inspection expense will be paid by Developer as invoiced and prior to conditional or final acceptance of the Improvements by the City. Any unused prepaid inspection fees shall be returned to the Developer (or the owner of the Property as the case may be) upon final acceptance of the Improvements by the City.

4. **Developer's Obligations And Financial Guaranty.** The Developer and/or its contractor for the Improvements, by signature below, agree to adhere to and fulfill the aforesaid obligations and requirements, which are a condition of this Agreement for the sole benefit of the City. The Developer agrees that all costs and expenses incurred by the City in connection with the construction, inspection, and any other costs incurred in relation to the Improvements, including but not limited to enforcement costs, and reasonable attorney's fees shall be borne by the Developer, and are payable as follows:

A. **Financial Guaranty.** The Developer shall arrange for and provide to City a bond and irrevocable letter of credit or cash with an escrow agreement approved by the City including "Secured Funds" from the "Improvement Fund for a Developer Procured Facility" pursuant to the Water and Sewer Agreements (i.e., Section 4.05 of the aforesaid Construction Funding Agreement) assuring the full, complete and faithful performance of this Agreement by Developer (the "**Financial Guaranty**"). The Financial Guaranty shall be in the minimum amount of the Cost Estimate for the Improvements plus fifteen percent (15%) for contingencies.

B. **Letters of Credit and Bonds.** Any irrevocable letters of credit and bonds submitted by Developer for all or part of the Financial Guaranty must be issued by a bona fide financial institution with an office in the State of Maryland, shall not expire until final acceptance by the City of the Improvements and shall meet all applicable City requirements concerning Financial Guaranties ("**Letters of Credit and Bonds**").

C. **Draws On The Financial Guaranty.** The Financial Guaranty shall be in form satisfactory to the City and shall provide that the City shall be authorized to draw down part or all of the Financial Guaranty funds to pay the costs of completing the Improvements in

accordance with this Agreement if the Developer fails to do so. Upon conditional acceptance of the Improvements, the City shall reduce the amount of the Financial Guaranty held to the 15% contingency amount as set forth in the Cost Estimate. Upon completion of the one (1) year maintenance period and final acceptance of the Improvements, the City shall release the remaining 15% contingency. The City may, in its sole discretion, reduce the amount of the Financial Guaranty at certain construction milestones at the request of the Developer.

5. **Default by Developer.** Should Developer breach any of the provisions of this Agreement, City may at its election, immediately obtain the funds under the Financial Guaranty and complete the Improvements at the sole risk and expense of the Developer or Developer's successors in title to the Property. Upon breach of this Agreement by Developer, Developer shall be liable to City for all of its consequential damages and reasonable attorney's fees.

6. **Indemnification.** Developer shall indemnify and hold harmless City from any and all claims, actions and demands, losses and/or damages whatsoever arising from the construction of the Improvements.

7. **Assignment.** This Agreement may not be assigned without the prior written consent of City, which said consent shall not be unreasonably withheld.

8. **Right of Entry.** Developer, its successors and assigns, grants the City, its agents and employees, an irrevocable right to enter upon those portions of the Property upon which Improvements are to be constructed hereunder for the purpose of inspection or otherwise accessing the Improvements.

9. **Notices.** Every notice, approval, consent or other communication authorized or required by this Agreement shall be effective if the same is in writing and sent, postage prepaid, 1) by United States mail or 2) by a recognized overnight delivery service, directed to the other party at its address hereinafter mentioned, or such other address as either of the parties may designate by notice given from time to time in accordance with this paragraph. Notice sent by United States mail shall be deemed to have been received three (3) business days after it is deposited in the mail, and notice sent by a recognized overnight delivery service shall be deemed to have been received one (1) business day after it is sent. Notices necessary and provided in this Agreement shall be mailed to:

For the City:

Mayor and Council of Brunswick
C/O Bob McGrory, City Administrator
One West Potomac Street
Brunswick, Maryland 21716

For the Developer:

24012 Frederick Road
Suite 200
Clarksburg, Maryland 24012

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

11. **Illegality Of Any Provision:** In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions (or remaining part of the affected provision) of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event this Agreement, or any part thereof, is determined to be illegal or unenforceable by a court of competent jurisdiction in the State of Maryland and the City has defended any challenge to this Agreement and, if necessary, pursued all reasonably available appeals, the Developer and the City each agree to waive any claim or action for damages it may have against the other party. In the event City is required to defend the Agreement as provided herein, Developer shall reimburse the City for any actual out-of-pocket expenses or costs incurred by the City as a result of such defense. Further, City and Developer shall mutually agree upon the selection of counsel, scope and execution of the defense as it relates to this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

13. **General Provisions.** This Agreement sets forth all of the promises, agreements, conditions and understandings between the City and the Developer relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either written or oral, expressed or implied, between them or other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the City or Developer unless reduced to writing and signed by each party. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officials and their proper corporate seals to be hereto affixed, on the date and year first above written.

-SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW-

WITNESS/ATTEST:

CITY:

MAYOR AND COUNCIL OF BRUNSWICK

By: _____(SEAL)
Karin Tome, Mayor

DEVELOPER:

BRUNSWICK CROSSING, LLC

By: Pleasant Enterprises, Inc., Manager

Mary J. Kirsch

By: _____(SEAL)
Name: William D. Pleasants, Jr.
Title: President

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ___ day of _____, 20___, before me, a Notary Public of the State and County aforesaid, personally appeared **Karin Tome**, Mayor of the City of Brunswick, a municipal corporation of the State of Maryland, and he did acknowledge the foregoing instrument to be the act and deed of the Council of Brunswick as its presiding officer, and that he is duly authorized to make this acknowledgment on its behalf.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

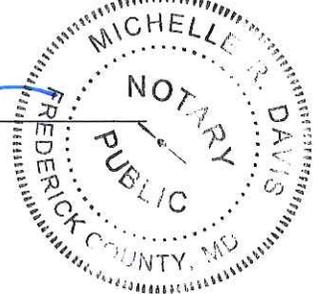
I HEREBY CERTIFY that on this 24th day of March, 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William D. Pleasants, Jr. , President of the Manager of **Brunswick Crossing, LLC.**, and he/she acknowledged the foregoing instrument to be the act and deed of Brunswick Crossing, LLC, as its President of the Manager, and he/she did further certify that he/she is duly authorized, as President of the Manager of Brunswick Crossing, L.L.C., to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

Michelle R. Davis

NOTARY PUBLIC

My Commission Expires: **MICHELLE R. DAVIS**
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 15, 2017



**CITY OF BRUNSWICK DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION COST ESTIMATE
FOR ESTABLISHING GUARANTEE AMOUNT**

| | |
|--|---|
| SUBDIVISION: Brunswick Crossing Section: Section IIA-2 Part 1 Public Storm Drain Pipe Cost Estimate (BOND ESTIMATE) | OWNER: Brunswick Crossing, L.L.C. 24012 Frederick Road Clarksburg, Maryland 20871 (301) 428-0800 |
| LOCATION: Brunswick, Maryland | ENGINEER: Macris, Hendricks & Glascock, P.A. 9220 Wightman Road, Suite 120 Montgomery Village, MD 20886 (301) 670 - 0840 |
| DATE: March 10, 2015 | |

Public Storm Drain Pipe Cost Estimate

| ITEM | QUANTITY | INSTALLED | | TOTAL |
|-----------------------------------|----------|------------|------|-------------|
| | | PRICE | UNIT | |
| RCP Class IV 15" | 350 | \$34.00 | LF | \$11,900.00 |
| RCP Class IV 18" | 96 | \$37.00 | LF | \$3,552.00 |
| RCP Class IV 21" | 33 | \$44.00 | LF | \$1,452.00 |
| RCP Class III 30" | 110 | \$62.00 | LF | \$6,820.00 |
| RCP Class III 36" | 812 | \$81.00 | LF | \$65,772.00 |
| RCP-Class IV 36" | 80 | \$98.00 | LF | \$7,840.00 |
| RCP Class IV 48" | 39 | \$140.00 | LF | \$5,460.00 |
| MSHA 384.01 Manhole 48" | 2 | \$2,100.00 | EA | \$4,200.00 |
| MSHA 384.03 Manhole 60" | 3 | \$2,900.00 | EA | \$8,700.00 |
| MSHA 384.05 Manhole 72" | 2 | \$5,200.00 | EA | \$10,400.00 |
| MSHA 352.01 Type 'B' Headwall 48" | 1 | \$4,800.00 | EA | \$4,800.00 |
| MSHA 374.31 COG/COS Inlet 5' | 1 | \$2,500.00 | EA | \$2,500.00 |
| MSHA 374.31 COG/COS Inlet 10' | 5 | \$3,700.00 | EA | \$18,500.00 |
| MSHA 374.31 COG/COS Inlet 15' | 3 | \$3,800.00 | EA | \$11,400.00 |
| MSHA 374.31 COG/COS Inlet 20' | 3 | \$4,400.00 | EA | \$13,200.00 |
| | | - | - | - |
| | | - | - | - |
| | | - | - | - |
| | | - | - | - |
| | | - | - | - |

SUBTOTAL: \$ 176,496.00
 15% CONTINGENCIES: \$ 26,474.40
TOTAL COST: \$ 202,970.40
GUARANTEE AMOUNT: \$ 202,970.40

Approved
WJA 3/26/15
City Engineer



THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

Mayor & Council Brunswick Crossing Section IIA-1 Part 2 Public Works Agreement Package Staff Report April 14, 2015

This is a request for approval of the Section IIA-1 part 2 Public Works Agreement (PWA) Package for Paving.

ANALYSIS:

The PWA Package for Section IIA-1 part 2 was submitted to The City of Brunswick in accordance with the City's standard procedures. The Cost Estimates utilized the unit costs that the City approved. The PWA is in the standard City format and is acceptable to staff.

The Developer, Brunswick Crossing, LLC intends to provide the surety for this work in the form of one Performance Bond in the amount of \$231,510.34 and a Letter of Credit for the 15% contingency in the amount of \$34,726.55. This PWA Package for Section IIA-1 part 2 includes the PWA document for signature, the approved cost estimate that determined the surety requirements, and a map of Section IIA-1 parts 1-4 the Performance Bond and Letter of Credit will be submitted prior to final signatures on the Improvement Plans.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Brunswick Crossing Section IIA-1 part 2 Paving PWA package with the following conditions:

1. PWA Package must be approved by the Mayor and Council
2. Applicant is bound by their Testimony

**STANDARD
PUBLIC WORKS AGREEMENT
FOR BRUNSWICK CROSSING
CITY OF BRUNSWICK, MARYLAND**

Section IIA-1 Part 2 Public Paving

This Public Works Agreement ("this Agreement") is made as of the _____ day of _____, 20__, by and between the **MAYOR AND COUNCIL OF BRUNSWICK**, a municipal corporation of the State of Maryland, having its principal offices at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (the "**City**"), and **BRUNSWICK CROSSING, LLC**, a Maryland limited liability company, having its principal offices at 24012 Frederick Road, Suite 200, Clarksburg, Maryland 20871 (the "**Developer**"), as follows:

RECITALS

1. **PROPERTY AND IMPROVEMENTS**. The Developer is the owner and developer of certain lands in the City of Brunswick, Frederick County, State of Maryland, located on the south side of Maryland Route 17 and the east side of Maryland Route 180, and known and described as the Brunswick Crossing subdivision (the "**Property**"), upon which and for the benefit of Developer intends to construct those certain public paving improvements generally described as: Section IIA-1 Part 2 Public Paving Improvements

(the "**Improvements**"). The Property was annexed into the corporate limits of the City of Brunswick by Resolution No. 02-05 effective May 10, 2002, and pursuant to the terms and conditions of an Annexation Agreement dated March 26, 2002 by and between Brunswick Crossing, L.L.C., et al., and the City (the "**Annexation Agreement**").

2. **IMPROVEMENT PLANS**. Developer has designed and submitted to the City the engineered construction plans and specifications which have been approved by the City Department of Public Works ("BDPW") and are identified as "Brunswick Crossing Improvement Plan Phase IIA" (the "**Improvement Plans**") and has prepared the costs estimates for the Improvements which have been approved by the BDPW (the "**Cost Estimates**").

3. **PERMISSION TO CONSTRUCT**. Developer seeks permission from BDPW to proceed with construction of the Improvements pursuant to the Improvements Plans and Cost Estimates.

4. **LEGAL AUTHORITY**. Article VIII of the Charter of the City of Brunswick, Section 16-70, as amended, and Chapter 4, Article 2 of the Code of Ordinances of the City of Brunswick, as amended, Article 5, Section 5.12 C. 5 of the City of Brunswick Zoning Ordinance, as amended, and Article 2, Section 2.5 and Article 4 of the City of Brunswick Subdivision Regulations, as amended, provide that public or private infrastructure improvements required as part of a site plan or

subdivision development proposal be financially guaranteed and constructed by the owner/developer/subdivider pursuant to a public works agreement between the City and the owner/developer/subdivider and that the owner/developer/subdivider provide an irrevocable letter of credit or other satisfactory financial guaranty to the City to guarantee the proper, complete and timely completion of any public improvements associated with the proposed development including but not limited to roads, curbs, gutters, sidewalks, streetlights, water and sewer facilities, stormwater management, and sediment and erosion control facilities and to otherwise protect the health, safety and welfare of the City of Brunswick and its residents.

5. **PURPOSE.** Developer and City enter into this Agreement for the purpose and intent of satisfying the requirements of the City of Brunswick Zoning Ordinance, Subdivision Regulations, the Code of Ordinances, the Annexation Agreement, policies and regulations of the City of Brunswick as enforced by the BDPW, if applicable, including but not limited to the "Mayor and Council of Brunswick General Conditions and Standard Specifications for Water Mains, Sanitary Sewers and Related Structures" and the "City R/W Obstruction Permit", and the "City of Brunswick Design Manual" and any additions or revisions thereto, and other land development policies and requirements of the City of Brunswick (collectively the "**City Requirements**") with regard to the Developer's guaranty of construction, timely and proper completion of construction, and dedication and the City's inspection and acceptance of the "Improvements" as hereinafter set forth.

NOW, THEREFORE, in consideration of the aforesaid premises and recitals which are incorporated herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows.

1. **Developer's Agreement To Timely Complete.** The Developer, at its expense, shall construct and achieve "Substantial Completion" of the Improvements (as hereinafter defined) to serve the Property in accordance with the Improvement Plans within six (6) months from the date of this Agreement. Upon Developer's Substantial Completion of the Improvements in accordance with the Improvement Plans, the City will inspect the Improvements and if satisfactorily completed in accordance with the Improvement Plans as determined by the City in a commercially reasonable manner ("**Substantial Completion**") the Developer will dedicate and the City will conditionally accept the Improvements into the public water and sewer system in accordance with the City Requirements and thereafter the City shall operate said Improvements. The Developer shall provide a one (1) year warranty for the Improvements from the date of Substantial Completion in accordance with the City Requirements. Upon the completion of the one (1) year warranty period, the City shall perform a final inspection of the Improvements. Upon the proper correction by the Developer of any incomplete or unsatisfactory items noted in the final inspection the City shall issue final acceptance of the Improvements in accordance with City Requirements. The Developer agrees to convey or sign any future agreements needed to fulfill the terms of this Agreement. The Developer shall not commence construction of the Improvements until all necessary preconstruction obligations as set forth herein or in the City Requirements are fulfilled. The City shall not be liable to the Developer for any delay or default or for any other reason relating to these Improvements. The Developer will dedicate and convey to the City all necessary easements (at the Developer's sole expense) for the construction and maintenance of the Improvements prior to the City's conditional acceptance of the Improvements.

2. **Design Specifications And Additional Work.** Developer shall construct all Improvements

in accordance with the specifications set forth in detail in the Improvement Plans. It is understood and agreed that the City may wish to install improvements in excess of those required under this Agreement to serve the Improvements for the Property. In that event, the City may require information from Developer as to the cost to accomplish both purposes, and the City will pay all costs of the over-sizing in excess of that needed to construct the Improvements necessary to serve the Property.

3. **Inspection Fees.** The Developer will pay estimated inspection fees prior to the commencement of construction of the Improvements in accordance with the current City fee schedule. Developer shall proceed with construction of the Improvements in accordance with the inspection procedures specified by the City Requirements. The City will furnish inspection on all phases of the Improvements. Developer and/or its contractor will notify the City's inspector prior to start of construction of the Improvements. The construction inspection fee shall cover the City's expense related to inspection of the Improvements and shall be payable by the Developer (or the owner of the Property) to the City. All invoices are due and payable by Developer by the 10th of the month following the date of invoice in accordance with the City Requirements. Any additional inspection expense will be paid by Developer as invoiced and prior to conditional or final acceptance of the Improvements by the City. Any unused prepaid inspection fees shall be returned to the Developer (or the owner of the Property as the case may be) upon final acceptance of the Improvements by the City.

4. **Developer's Obligations And Financial Guaranty.** The Developer and/or its contractor for the Improvements, by signature below, agree to adhere to and fulfill the aforesaid obligations and requirements, which are a condition of this Agreement for the sole benefit of the City. The Developer agrees that all costs and expenses incurred by the City in connection with the construction, inspection, and any other costs incurred in relation to the Improvements, including but not limited to enforcement costs, and reasonable attorney's fees shall be borne by the Developer, and are payable as follows:

A. **Financial Guaranty.** The Developer shall arrange for and provide to City a bond and irrevocable letter of credit or cash with an escrow agreement approved by the City including "Secured Funds" from the "Improvement Fund for a Developer Procured Facility" pursuant to the Water and Sewer Agreements (i.e., Section 4.05 of the aforesaid Construction Funding Agreement) assuring the full, complete and faithful performance of this Agreement by Developer (the "**Financial Guaranty**"). The Financial Guaranty shall be in the minimum amount of the Cost Estimate for the Improvements plus fifteen percent (15%) for contingencies.

B. **Letters of Credit and Bonds.** Any irrevocable letters of credit and bonds submitted by Developer for all or part of the Financial Guaranty must be issued by a bona fide financial institution with an office in the State of Maryland, shall not expire until final acceptance by the City of the Improvements and shall meet all applicable City requirements concerning Financial Guaranties ("**Letters of Credit and Bonds**").

C. **Draws On The Financial Guaranty.** The Financial Guaranty shall be in form satisfactory to the City and shall provide that the City shall be authorized to draw down part or all of the Financial Guaranty funds to pay the costs of completing the Improvements in

accordance with this Agreement if the Developer fails to do so. Upon conditional acceptance of the Improvements, the City shall reduce the amount of the Financial Guaranty held to the 15% contingency amount as set forth in the Cost Estimate. Upon completion of the one (1) year maintenance period and final acceptance of the Improvements, the City shall release the remaining 15% contingency. The City may, in its sole discretion, reduce the amount of the Financial Guaranty at certain construction milestones at the request of the Developer.

5. **Default by Developer.** Should Developer breach any of the provisions of this Agreement, City may at its election, immediately obtain the funds under the Financial Guaranty and complete the Improvements at the sole risk and expense of the Developer or Developer's successors in title to the Property. Upon breach of this Agreement by Developer, Developer shall be liable to City for all of its consequential damages and reasonable attorney's fees.

6. **Indemnification.** Developer shall indemnify and hold harmless City from any and all claims, actions and demands, losses and/or damages whatsoever arising from the construction of the Improvements.

7. **Assignment.** This Agreement may not be assigned without the prior written consent of City, which said consent shall not be unreasonably withheld.

8. **Right of Entry.** Developer, its successors and assigns, grants the City, its agents and employees, an irrevocable right to enter upon those portions of the Property upon which Improvements are to be constructed hereunder for the purpose of inspection or otherwise accessing the Improvements.

9. **Notices.** Every notice, approval, consent or other communication authorized or required by this Agreement shall be effective if the same is in writing and sent, postage prepaid, 1) by United States mail or 2) by a recognized overnight delivery service, directed to the other party at its address hereinafter mentioned, or such other address as either of the parties may designate by notice given from time to time in accordance with this paragraph. Notice sent by United States mail shall be deemed to have been received three (3) business days after it is deposited in the mail, and notice sent by a recognized overnight delivery service shall be deemed to have been received one (1) business day after it is sent. Notices necessary and provided in this Agreement shall be mailed to:

For the City:

Mayor and Council of Brunswick
C/O Bob McGrory, City Administrator
One West Potomac Street
Brunswick, Maryland 21716

For the Developer:

24012 Frederick Road
Suite 200
Clarksburg, Maryland 24012

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

11. **Illegality Of Any Provision:** In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions (or remaining part of the affected provision) of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event this Agreement, or any part thereof, is determined to be illegal or unenforceable by a court of competent jurisdiction in the State of Maryland and the City has defended any challenge to this Agreement and, if necessary, pursued all reasonably available appeals, the Developer and the City each agree to waive any claim or action for damages it may have against the other party. In the event City is required to defend the Agreement as provided herein, Developer shall reimburse the City for any actual out-of-pocket expenses or costs incurred by the City as a result of such defense. Further, City and Developer shall mutually agree upon the selection of counsel, scope and execution of the defense as it relates to this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

13. **General Provisions.** This Agreement sets forth all of the promises, agreements, conditions and understandings between the City and the Developer relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either written or oral, expressed or implied, between them or other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the City or Developer unless reduced to writing and signed by each party. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officials and their proper corporate seals to be hereto affixed, on the date and year first above written.

-SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW-

WITNESS/ATTEST:

CITY:

MAYOR AND COUNCIL OF BRUNSWICK

By: _____(SEAL)
Karin B. Tome, Mayor

DEVELOPER:

BRUNSWICK CROSSING, LLC

By: Pleasant Enterprises, Inc., Manager

Mary J. Kersch

By: _____(SEAL)
Name: William D. Pleasants, Jr.
Title: President

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ___ day of _____, 20___, before me, a Notary Public of the State and County aforesaid, personally appeared **Karin B. Tome**, Mayor of the City of Brunswick, a municipal corporation of the State of Maryland, and she did acknowledge the foregoing instrument to be the act and deed of the Council of Brunswick as its presiding officer, and that he is duly authorized to make this acknowledgment on its behalf.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF Montgomery, TO WIT:

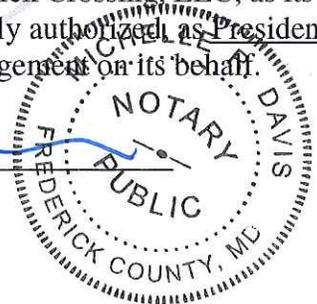
I HEREBY CERTIFY that on this 27th day of March, 20___, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William D. Pleasants, Jr., President of the Manager of **Brunswick Crossing, LLC.**, and he/she acknowledged the foregoing instrument to be the act and deed of Brunswick Crossing, LLC, as its President of the Manager, and he did further certify that he is duly authorized as President of the Manager of Brunswick Crossing, L.L.C., to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

MICHELLE R. DAVIS
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 15, 2017

Michelle R. Davis

NOTARY PUBLIC



My Commission Expires:

APPROVED AS TO LEGAL SUFFICIENCY: City Attorney: _____

City of Brunswick Street Summary

Date: 3/10/2015

Subdivision: Brunswick Crossing

Section: Section IIA-2 Part 1

| Street Name | Beginning Station | Ending Station | Length (lf) |
|----------------------|--------------------------|-----------------------|--------------------|
| Potomac View Parkway | 77+00 | 95+00 | 1,800 |
| | | | |
| | | | |

REVENUES

CITY OF BRUNSWICK
REVENUES

FY2015 Actuals FY2015 Proposed
Amended Budget FY2016 Budget

Notes

GENERAL FUND

| |
|-----------------------------------|
| Taxes |
| Licenses & Permits |
| Fines & Forfeitures |
| Intergovernmental |
| Franchise Fees |
| Investments/Sales of Assets |
| User Fees |
| Transfers In |
| Grants & Other Sources |
| Utility Revenues |
| Miscellaneous Revenue |
| OPERATING REVENUE SUBTOTAL |

| | | |
|---------------------|---------------------|---------------------|
| \$ 2,373,569 | \$ 2,649,300 | \$ 2,640,200 |
| \$ - | \$ 2,600 | \$ - |
| \$ 13,511 | \$ 15,300 | \$ 15,300 |
| \$ 793,274 | \$ 1,040,000 | \$ 1,056,700 |
| \$ 43,856 | \$ 74,000 | \$ 74,000 |
| \$ - | \$ - | \$ - |
| \$ 79,718 | \$ 96,600 | \$ 96,600 |
| \$ - | \$ - | \$ - |
| \$ 90,114 | \$ 113,400 | \$ 103,700 |
| \$ 146,087 | \$ 176,500 | \$ 176,500 |
| \$ 130,151 | \$ 134,500 | \$ 134,500 |
| \$ 3,670,280 | \$ 4,302,200 | \$ 4,297,500 |

Prop. Tax, Income Tax, Public UT Tax
Alcohol/Liquor Licence Misc
Citations, Parking Fines, Restitutions
HUR, Tax Equity
Business Licenses, Cable Franchise Fee

P&Z, Campground, and Other PD Charges
From Community Development Fund
MSP 2% Decrease Included
Tipping Fees
Employee PD Health, SR Credit, Rental Income

| |
|---------------------------|
| Debt proceeds |
| Bonds/loans |
| Accumulated Reserves |
| BORROWING SUBTOTAL |

| | | |
|------|------|------|
| \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - |

TOTAL GENERAL FUND REVENUES

\$ 3,670,280 \$ 4,302,200 \$ 4,297,500

CAPITAL FUND

| |
|--|
| General Fund Transfers In |
| <i>Little League (POS Grant 90%)</i> |
| <i>Mini-Golf (POS Grant 90%)</i> |
| <i>Caboose/WB Tower (Grant)</i> |
| <i>Building Improvements- Railroad (Grant)</i> |
| Capital Grant Revenues |
| CAPITAL REVENUE SUBTOTAL |

| | | |
|------|------------|------------|
| \$ - | \$ 489,200 | \$ - |
| \$ - | \$ - | \$ 58,500 |
| \$ - | \$ - | \$ 36,000 |
| \$ - | \$ 41,000 | \$ 41,000 |
| \$ - | \$ 32,500 | \$ 32,500 |
| \$ - | \$ 73,500 | \$ 168,000 |
| \$ - | \$ 562,700 | \$ 168,000 |

TBD
Total Applied For \$65,000
Total Applied For \$40,000

WATER FUND

| |
|---------------------------------------|
| OPERATING REVENUE SUBTOTAL |
| ALLOCATION REVENUE SUBTOTAL |
| MISCELLANEOUS REVENUE SUBTOTAL |
| BORROWING SUBTOTAL |
| TOTAL ENTERPRISE FUND REVENUES |

| | | |
|---------------------|---------------------|---------------------|
| \$ 862,014 | \$ 1,006,100 | \$ 1,149,400 |
| \$ 127,015 | \$ 152,200 | \$ 137,400 |
| \$ 95,745 | \$ 108,200 | \$ 117,000 |
| \$ - | \$ - | \$ - |
| \$ 1,084,774 | \$ 1,266,500 | \$ 1,403,800 |

SEWER FUND

| |
|---------------------------------------|
| OPERATING REVENUE SUBTOTAL |
| ALLOCATION REVENUE SUBTOTAL |
| MISCELLANEOUS REVENUE SUBTOTAL |
| BORROWING SUBTOTAL |
| TOTAL ENTERPRISE FUND REVENUES |

| | | |
|---------------------|---------------------|---------------------|
| \$ 884,878 | \$ 1,058,300 | \$ 1,204,700 |
| \$ 140,335 | \$ 168,300 | \$ 122,200 |
| \$ 57,245 | \$ 62,500 | \$ 64,200 |
| \$ - | \$ 166,600 | \$ - |
| \$ 1,082,458 | \$ 1,455,700 | \$ 1,391,100 |

The City of Brunswick

Ethics Handbook



A Handbook for Employees and Officials

*City of Brunswick Ethics Commission
Approved June 21, 2006*

*Mayor and Council
Approved July 11, 2006*

Amended ??? 2015

www.brunswickmd.gov/ethics-commission

General

What is the purpose of the City of Brunswick Ethics Ordinance?

The purpose of the Ethics Ordinance is to set minimum standards of Ethical Conduct for City officials and employees, so as to ensure that the City's business will be conducted impartially and not be subject to improper influences. In 1984, 2006, and in 2014, the Mayor and Council strengthened the provisions of the Ethics Ordinance, demonstrating their commitment to maintaining the highest standards of ethical conduct and personal integrity in the day-to-day activities of the City's operation.

Why does the City have an Ethics Ordinance?

The State of Maryland has adopted legislation requiring each municipality within the State to enact local laws that, at a minimum, govern the public ethics of local officials relating to conflicts of interest, financial disclosure, and lobbying. The City of Brunswick adopted its first Ethics Ordinance in 1983. Each revision of the City's Ethics Ordinance must be reviewed and approved by the State Ethics Commission.

To whom does the City's Ethics Ordinance apply?

The City's Ethics Ordinance applies to all City employees and officials, whether they are elected or appointed. This includes all members of City boards and commissions, whether or not they are compensated for their work.

What should I know about the Ethics Ordinance?

The Ethics Ordinance, contained in Ordinance 512 of the City of Brunswick Code of Ordinances, establishes:

- The composition and duties of the City's Ethics Commission;
- A process for requesting an advisory opinion;
- A complaint procedure;
- Standards of conduct to preempt or mitigate conflicts of interest;
- Financial disclosure requirements for elected officials, certain employees, and members of certain boards and commissions;
- A requirement for registration and financial disclosure by lobbyists;
- A procedure for requesting an exemption or modification to the conflict of interest and financial disclosure provisions of the Law; and
- Enforcement and penalty provisions.

A copy of the Ethics Ordinance can be found at the website www.brunswickmd.gov/ethics-commission or by contacting City Hall.

Who administers the Ethics Ordinance?

The Ethics Ordinance establishes an independent Ethics Commission that consists of not fewer than three (3) and not more than five (5) members. The Commission members are volunteers who are appointed by the Mayor, with the consent of the Council.

How do I contact the Ethics Commission?

You may visit the City of Brunswick Ethics website at www.brunswickmd.gov/ethics-commission or write to the City of Brunswick Ethics Commission, c/o City Hall, 1 W. Potomac St., Brunswick, MD 21716. All contacts with the Commission and its staff are confidential.

Conflict of Interest

What is a “conflict of interest?”

A conflict of interest is a situation that exists whenever an official or employee’s private interest could affect the performance of his/ her official duties.

In what kinds of situations could a conflict of interest occur?

A conflict of interest can occur in a situation where a City official or employee participates on behalf of the City in a matter that would have a direct financial impact, as distinguished from the public generally, on them, their spouse, child, or a business entity with which they are affiliated.

A conflict of interest can also occur when a City official or employee holds or acquires an interest in or is employed by a business entity that has or is negotiating a contract with the City or is regulated by their agency. A City official or employee cannot hold an outside employment relationship that would impair his/her independence of judgment.

A City official or employee is also prohibited from representing any party, for a contingency fee, before any City body.

A conflict of interest can occur if a City official or employee solicits a gift or knowingly accepts any gift from an entity that he/she knows is doing business with the City or has financial interests that may be materially affected by the performance or non-performance of his/her official duty. However, a City official or employee can accept certain classes of gifts as set forth in more specificity in the Ordinance.

A City official cannot use the prestige of his/her office to advance his/her private interests or the private interests of others. For example, a City official or employee cannot: (1) act or create the appearance of acting on behalf of the City when not authorized to do so; (2) represent his/her personal opinion to be that of the City; (3) use or attempt to use his/her position to obtain unlawful and/or unwanted privileges for himself/herself; (4) use City time for private gain; or (5) use confidential information for his/her own benefit.

How does the public Ethics Ordinance seek to avoid conflicts of interest?

To prevent conflicts of interest from affecting the operation of the City’s business, the Ethics Ordinance prohibits officials and employees from participating in matters in their official capacities in certain circumstances. An official or employee is generally prohibited from:

- Participating in a matter in which the official or employee or a relative of the official or employee has a financial interest;
- Being employed by a business that has or is negotiating a contract with the City or is regulated by the City;

- Holding outside employment that would impair the official's or employee's impartiality or independence of judgment in their duties with the City;
- Representing a party before any board or commission of the City;
- Representing another as a paid representative within 1 year following termination of City service in connection with any specific matter in which he/she participated substantially as a City official or employee;
- Soliciting any gift or accepting any gift that has a value in excess of \$20 from any person or business that has or is negotiating a contract with the City or is regulated by the City;
- Using the prestige of his/her office or position to advance his/her own private interest or the private interest of another;
- Using or disclosing confidential information acquired in City employment for his/her own benefit or the benefit of another.
- Causing or advocating that a family member be hired, employed, promoted, transferred, or advanced to any full- or part-time paid position with the City.

Financial Disclosure

What is financial disclosure?

The disclosure of one's financial interests is a common requirement made of government officials at all levels.

Disclosure serves several purposes:

- It enables ethics officials and the public to identify and/or monitor possible conflicts of interest.
- It demonstrates to the public that interests are not hidden, and that generally, officials and employees are not in conflict of interest situations.
- It allows voters to evaluate the suitability of candidates for public office.
- It provides an opportunity for officials and employees to recognize and avoid potential conflicts. Conflict of interest situations are not static. As situations change, the potential for conflict may rise and fall, depending on the type and level of interest. Also, the potential for conflict may not always be obvious.

Who has to file Financial Disclosure statements?

The City's Ethics Ordinance requires Financial Disclosure statements to be filed by the Mayor, Council members, City Administrator, Chief of Police, Superintendent of Public Works, Superintendent of Water/Waste Water, Planning & Zoning Administrator, Assistant Chief of Police, Development Review Coordinator, and Accountant, and members of the Planning Commission, Board of Appeals, and Ethics Commission. All candidates for Mayor and Council must also file Financial Disclosure statements.

What kind of information does the Financial Disclosure Statement require?

The Financial Disclosure Statement requires information in the following general subject areas:

- Any gifts over \$20 in value and gifts exceeding \$100 from the same person or business in one calendar year;

A copy of the Financial Disclosure Statement can be obtained at www.brunswickmd.gov/ethics-commission.

When must a Financial Disclosure Statement be filed?

Financial Disclosure Statements are filed annually, not later than April 30th of each year. Candidates for elected office or appointees to the commissions and boards subject to this provision must file a Statement at the time that they file their certificate of candidacy or are appointed to a commission or board.

In addition, persons subject to this provision are required to file a Statement disclosing any interest or employment which would require disqualification from participation pursuant to conflict of interest provisions of the Ethics Ordinance sufficiently in advance of any anticipated action to allow adequate disclosure to the public.

What happens to the Financial Disclosure Statements after they are filed?

The Statements are reviewed by the Ethics Commission to determine whether the information provided indicates the existence of any conflicts of interest.

The Commission maintains statements as public records available for public inspection and copying.

Lobbying Disclosure

What is Lobbying Disclosure?

The Ethics Ordinance requires that any person who appears before any City official or employee with the intent to influence that person in the performance of his/her official duties and expects to expend in a given calendar year in excess of \$500 on food, entertainment, or other gifts must file a Registration Statement.

What kinds of information does the Ethics Ordinance require of lobbyists?

The Registration Statement includes:

- The identification of the person or business who expects to appear before any City official or employee and any other person on whose behalf the person or business acts.
- The subject matter on which the person or business proposes to make appearances before any City official or employee.
- The value, date, and nature of any food, entertainment, or other gift provided to any City official or employee.

When must Registration Statements and Reports be filed?

An initial Registration Statement must be filed not later than January 15th of each calendar year or within 5 days after first making an appearance. In addition, a Report detailing any food, entertainment, or other gifts provided to any City official or employee must be filed by January 30th for any previous calendar year during which they were registered.

What happens to the Registration Statements and Reports?

The Registration Statements and Reports are reviewed by the Ethics Commission to determine whether the information provided indicates the existence of any conflicts of interest.

The Commission maintains Statements and Reports as public records available for public inspection and copying.

Advisory Opinions

What is an Advisory Opinion?

An Advisory Opinion is a formal, written opinion, issued by the Ethics Commission, stating whether an activity, conduct, or action would violate the Ethics Ordinance.

How do I request an Advisory Opinion?

If a City employee or elected official questions whether an activity, conduct, or action violates the Ethics Law, that individual should contact the City Staff Liaison to the Ethics Commission or visit the City of Brunswick Ethics website at www.brunswickmd.gov/ethics-commission to receive a Request for Advisory Opinion Form. Once the requestor has completed the Request for Advisory Opinion Form it should be returned to the City Staff Liaison in a sealed envelope marked "Request for Advisory Opinion," either via hand-delivery or first-class mail to City of Brunswick Ethics Commission, City Hall, 1 West Potomac Street, Brunswick, Maryland 21716. The City Staff Liaison shall forward all received requests directly to the Ethics Commission.

The request should include the name, address, telephone number, and signature of the requestor, and should describe the facts and circumstances in question.

The Ethics Commission meets to hear and decide requests for Advisory Opinions monthly.

What happens after a request for an Advisory Opinion is submitted to the Ethics Commission?

After receipt of the Request, the Ethics Commission shall make an initial determination as to whether the information provides a sufficient basis to issue an Advisory Opinion. The Ethics Commission may instruct the City Attorney to investigate the facts to aid the Commission in its evaluation of the request. If the Ethics Commission requires additional information in order to provide an Advisory Opinion, the Ethics Commission may compel the requestor to attend a hearing to further develop the facts and circumstances. After deliberation, the Commission will provide an interpretation of the applicability of the provisions of the Ethics Ordinance to the requestor based on the facts provided to it.

The Commission's interpretation shall be rendered as a formal, written Advisory Opinion, and shall be sent to the requestor. If appropriate and/or requested, a Waiver may be part of the Advisory Opinion. All Advisory Opinions shall be written without disclosing the names of any persons involved in order to maintain confidentiality. Once the Advisory Opinion has been released to the requestor, it is available for public inspection and copying.

Complaints

What is a Complaint?

A Complaint is a written statement, signed under oath, alleging a violation of the Ethics Ordinance. Any person may file a Complaint. A Complaint must be filed within 1 year of the alleged violation. In addition, the Ethics Commission on its own initiative may issue a Complaint alleging a violation of the Ethics Ordinance. The Ethics Commission may dismiss a Complaint at any time if it determines that the evidence does not support further action.

How do I file a Complaint?

If you question whether an activity, conduct, or action violates the Ethics Ordinance, contact the City Staff Liaison to the Ethics Commission for guidance. An Ethics Complaint must be submitted to the City Ethics Commission using the Ethics Complaint form, available on the web at www.brunswickmd.gov/ethics-commission. Submit the completed form to the City of Brunswick Ethics Commission, c/o City Hall, 1 W. Potomac St., Brunswick, MD 21716. The request should include the name, address, telephone number, and signature of the requestor, and should describe the facts and circumstances in question. Ethics Complaint Forms must also be notarized in order to be processed by the Ethics Commission. The Ethics Commission will only consider Ethics Complaint Forms that are filled out properly and completely, signed by the complainant, and notarized.

What happens after a Complaint is received?

1. After an Ethics Complaint Form is received, the Ethics Commission will make an initial determination as to whether the evidence supports further action. As part of its initial determination, the Ethics Commission may dismiss the Complaint, direct the City Attorney to investigate the allegations to aid the Commission in its initial evaluation of the Complaint, or set a formal hearing on the Complaint. The Ethics Commission shall notify the complainant in writing of its initial determination.
2. At the formal hearing on the Complaint, the complainant and City employee or elected official named in the Complaint shall be given the opportunity to present evidence and cross-examine witnesses.
3. The Commission may issue subpoenas and compel the attendance of witnesses and production of documents.
4. All testimony shall be taken under oath.
5. If the Commission decides after considering the evidence that no violation of the Ethics Ordinance has occurred, the Complaint shall be dismissed.
 1. If the Commission determines that any provision of the Ethics Ordinance has been violated, the Commission will issue a formal written Decision that includes findings of fact and conclusions of law based on the evidence presented.
 2. Upon a finding of a violation of the Ethics Ordinance, the Commission may order administrative sanctions or refer the matter to the appropriate civil authority for enforcement.

3. Once a final determination is made by the Commission on a Complaint, the formal Decision of the Commission is available for public inspection and copying.

If I file a Complaint, who will know about it?

The Ethics Ordinance requires that any proceedings, meetings, hearings, and activities of the Commission and its staff in connection with a Complaint shall be conducted, to the extent possible, in a confidential manner, and subject to the Open Meetings Act.

Enforcement and Penalties

What can happen to someone who violates the Ethics Ordinance?

If the Ethics Commission determines that the Ethics Ordinance has been violated, it may:

- Issue a cease and desist order to stop the violation.
- Impose a fine of up to \$5,000.
- Void an official action taken by an official or employee when the action was taken in violation of the Ethics Ordinance.
- Order the violator to pay restitution.

An official or employee found to have violated the Ethics Ordinance may also be subject to disciplinary or other appropriate personnel action, including but not limited to suspension of salary or other compensation.

Municipal Charter Amendment Procedures

- Elected body passes a resolution to effect a charter change.
 - Resolution must contain exact wording of proposed amendment(s).

- Copy of amendment resolution must be posted at City Hall for 40 days after passage.

- “Fair summary” of amendment resolution must be publicized in local paper four times.

- Charter amendment becomes effective 50 days after resolution approval, unless it is petitioned to referendum.
 - Petitions for referendum must contain 20 percent of the qualified voters of the municipality.

Example



CITY OF BRUNSWICK

I W. Potomac Street • Brunswick, Maryland 21716 • (301) 834-7500

RESOLUTION NO. 08-02

A CHARTER AMENDMENT TO AMEND ARTICLE VI SECTIONS 16-56, 16-57, AND 16-58 OF THE CITY OF BRUNSWICK CHARTER

Resolution of the Mayor and Council of Brunswick adopted pursuant to Article XI-E of the Constitution of Maryland, Article 23A, Section 13 of the Annotated Code of Maryland, and the Charter of the City of Brunswick (the "City Charter") to amend Article VI Sections 16-56, 16-57, and 16-58 of the City Charter to delete a provision setting a cap on any business personal property tax; to provide that the Mayor and Council of Brunswick may levy a tax on assessable personal property of any business at a rate or rates set by the Mayor and Council following the same procedure as is followed to levy a tax on real property; to provide that the Mayor and Council may by ordinance exempt in whole or in part certain types of business personal property from such assessment or upon the application of any person or business engaged in the business of manufacturing abate, in whole or part, taxes which may otherwise be levied against such business by the Mayor and Council of Brunswick for City purposes; and to provide that the tax rate(s) once fixed by the Mayor and Council by ordinance be certified to the City Administrator and tax collector for collection.

Section 1. **BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BRUNSWICK**, that Article VI of the City Charter be amended to read as follows:

Article VI. Taxation.

Section 16-56. Authority of City generally.

The Mayor and Council of Brunswick are hereby authorized to use the state and county assessment on all real and personal property of any person or business within the corporate limits of the City which is subject to such assessment for the state and county taxes. They shall have the power to levy and collect on all real [and personal] property of any person or business in the City, not exceeding for general purposes in any one year eighty cents on each one hundred dollars of assessable real property. They shall have the power to levy and collect on any assessable business personal property in the City, at a rate or rates set by the City Council from time to time on each one hundred dollars of assessable personal property. [and] They shall also levy and collect the taxes required to meet the interest and redeem at maturity all bonds legally issued.

Section 16-57. Mayor and Council may exempt hospitals, [factories and] charitable institutions and manufacturers from municipal taxation by ordinance and manufactures.

The Mayor and Council of Brunswick may, in their discretion, by general ordinance exempt from any or all municipal taxes or other municipal charges any or all of the taxable real or personal property, in whole or in part, of any hospitals, [factories] or charitable institutions located within the corporate limits of the City, but any ordinance, resolution or contract which exempts any such property for a period longer than five years shall be absolutely void in all respects whatsoever.

The Mayor and Council of Brunswick, in their discretion, may by general ordinance exempt, in whole or in part, stock in business, tools, implements and the like and/or raw materials in the possession of a person or business engaged in the business of manufacturing in the City from any personal property tax levied in accordance hereunder.

The Mayor and Council of Brunswick, in their discretion whenever it seems expedient for the encouragement of growth and development of manufacturers and manufacturing in the City, upon the sworn application of any person or business actually engaged in the business of manufacturing in the City before the annual revision of the tax list, may abate, in whole or in part, taxes for any one (1) year on any assessable business real or personal property which may be levied for City purposes.

Section 16-58. Advertisement of tax levy.

The annual tax levy shall be made by ordinance by the City Council on or before the first (1st) day of each year. It shall be the duty of the City Administrator and tax collector, as soon as the annual tax levy is made and [placed in his hands] certified for collection, to give notice by advertisement in one newspaper published or circulated in Brunswick, which shall state the applicable tax rates, time from which the taxes bear interest and shall warn all persons and businesses of their liability to be published as delinquent taxpayers and to have their property sold unless the taxes, with which they are respectively paid on or before the first day of January next ensuing.

(NOTE: Underlining indicates language added to the Charter,
[Brackets] denote language deleted from the Charter.)

Section 2. AND BE IT FURTHER RESOLVED, that the date of the adoption of this Resolution is January 8, 2008 and that the Amendment to the City Charter hereby proposed by this enactment shall be and become effective on February 27, 2008, unless a proper petition for referendum shall be filed as required by law.

Section 3. AND BE IT FURTHER RESOLVED, that a complete and exact copy of this Resolution shall be posted at City Hall, 1 West Potomac Street, Brunswick, Maryland for forty (40)

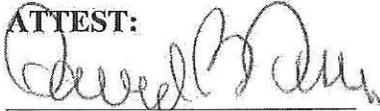
days after the date of adoption of this Resolution.

Section 4. AND BE IT FURTHER RESOLVED, that the Mayor shall cause a fair summary of this Resolution and the amendment to the charter to be published not less than four (4) times at weekly intervals in the Brunswick Citizen, a newspaper of general circulation in the Brunswick area and Frederick County, Maryland, within a period of at least forty (40) days starting immediately after the date of adoption of this Resolution.

Section 5. AND BE IT FURTHER RESOLVED, that in accordance with Section 13(f), Article 23A of the Annotated Code of Maryland, this Resolution shall become effective and observed as such, and shall be considered a part of the Charter of the Mayor and Council of Brunswick, fifty (50) days following its final passage and enactment, unless on or before forty (40) days after the final passage and enactment of this Resolution a proper petition for referendum pursuant to Article 23A, Section 13 (g), of the Annotated Code of Maryland, be presented to the Mayor within said forty (40) day period.

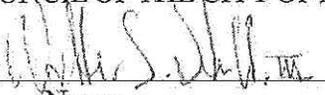
READ AND PASSED this 8th day of January, 2008

ATTEST:



David B. Dunn
City Administrator

COUNCIL OF THE CITY OF BRUNSWICK

By: 

Name:
Title:

APPROVED this 8th day of January, 2008.

ATTEST:



David B. Dunn
City Administrator



Carroll A. Jones
Mayor

Example



CITY OF BRUNSWICK

1 W. Potomac Street • Brunswick, Maryland 21715 • (301) 834-7500

CITY OF BRUNSWICK, MARYLAND

RESOLUTION NO. 08-07

A RESOLUTION TO PROVIDE FOR THE REDUCTION OF THE CORPORATE BOUNDARIES OF THE MAYOR AND COUNCIL OF BRUNSWICK, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND BY REDUCING THE CORPORATE LIMITS OF THE MAYOR AND COUNCIL OF BRUNSWICK AND IN SO DOING TO REPEAL AND RE-ENACT WITH AMENDMENTS SECTION 16-2, ENTITLED "BOUNDARIES ", OF THE CHARTER OF THE MAYOR AND COUNCIL OF BRUNSWICK; TO PROVIDE FOR THE DE-ANNEXATION OF 0.64840 ACRES OF LAND, MORE OR LESS, BEING GENERALLY ON THE WESTERN CORPORATE BOUNDARY.

WHEREAS, pursuant to the authority of Article 11-E of the Constitution of Maryland and Section 12 of Article 23A of the Annotated Code of Maryland, entitled "Corporations-Municipal", subheading "Home Rule", "Charter Amendments", the Mayor and Council of Brunswick resolve to reduce the corporate boundaries of the Mayor and Council of Brunswick as defined in Section 16-2 of the Charter of the Mayor and Council of Brunswick, by detaching or de-annexing to the present corporate boundaries the real property described herein; and

WHEREAS, the real property described herein to be annexed is owned by M. Roland Biser and Evelyn Lorraine Biser; and

WHEREAS, the Owner of the real property located in the area to be de-annexed has consented to the de-annexation of the real property described herein.

NOW THEREFORE BE IT RESOLVED, that the corporate limits of the Mayor and Council of Brunswick shall be reduced to detach and de-annex from the City corporate boundaries all land lying within the following boundaries (hereinafter referred to as "**Property**"):

See attached entitled "**EXHIBIT I**" incorporated herein.

BE IT RESOLVED, ENACTED AND ORDAINED, by the Mayor and Council of Brunswick, that the boundaries of the City as provided in Section 16-2 of the Charter of the City of Brunswick, as the same were enacted by the General Assembly of Maryland, be amended to exclude and de-annex the Property, and the Mayor shall so amend the description of the corporate

limits to exclude and de-annex all the Property more particularly described in **EXHIBIT I** and that the boundaries of the City as provided in Section 16-2 of the Charter of Brunswick be amended to read as set forth on **EXHIBIT II** attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that the persons residing in, and the Property located in the area to be de-annexed, if any, are excluded for all purposes and no longer subject to the Charter and Code of Ordinances of said municipal corporation in said area as if the Property had never been originally or subsequently included within the boundaries of said municipal corporation.

THE CONDITIONS OF THIS ANNEXATION ARE AS FOLLOWS:

1. The Mayor and Council of Brunswick shall pay the costs of any required advertising of this Resolution.

2. Municipal ad valorem real estate taxes shall no longer be imposed on the Property as of the effective date of this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that Section 16-2 of the Charter of the Mayor and Council of Brunswick be and is hereby amended to exclude the Property described in **EXHIBIT I** attached to this Resolution and to thereafter read as described in **EXHIBIT II** attached to this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that the Mayor shall give public notice of the introduction of this Resolution at least two (2) times at weekly intervals in The Brunswick Citizen, a newspaper of general circulation in the Brunswick area and Frederick County, Maryland, briefly and accurately describing the proposed change and de-annexation and the conditions and circumstances applicable, and shall provide for a public hearing to be held on January 8, 2008, at 1 W. Potomac Street, Brunswick, Maryland, at the hour of 7:00 p.m., which hearing shall be held not less than 15 days after the second (2nd) publication of this notice.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that the Mayor shall

post a complete and exact copy of this Resolution at City Hall, 1 W. Potomac Street, Brunswick, Maryland for a period of forty (40) days starting immediately after the date of adoption of this Resolution.

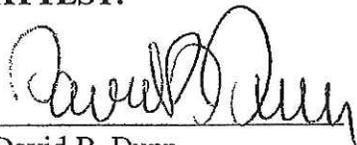
BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that the Mayor shall cause a fair summary of this Resolution and the amendment to the charter to be published not less than four (4) times at weekly intervals in The Brunswick Citizen, a newspaper of general circulation in the Brunswick area and Frederick County, Maryland, within a period of at least forty (40) days starting immediately after the date of adoption of this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that in accordance with Section 13 (f), Article 23A of the Annotated Code of Maryland, this Resolution shall become effective and observed as such, and shall be considered a part of the Charter of the Mayor and Council of Brunswick, fifty (50) days following its final passage and enactment, unless on or before the fortieth (40th) day after the final passage and enactment of this Resolution a proper petition for referendum pursuant to Article 23A, Section 13 (g), of the Annotated Code of Maryland, be presented to the Mayor within said forty (40)-day period.

INTRODUCED at a regular meeting of the Mayor and Council of Brunswick on October 9, 2007.

PASSED this 27th day of May, 2008 by a vote of 5 for; 0 against, 0 abstaining and 1 absent.

ATTEST:

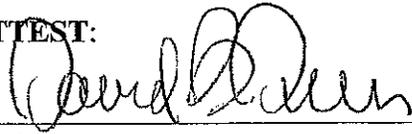

David B. Dunn
City Administrator

COUNCIL OF THE CITY OF BRUNSWICK

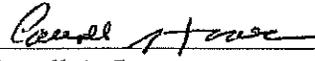
By: 
Name: Walter S. Stull, III
Title: Councilman

APPROVED this 27th day of May, 2008.

ATTEST:



David B. Dunn
City Administrator



Carroll A. Jones
Mayor

Date: May 27, 2008



Harry Lashley
Council Member
301-750-4175

March 9, 2015

Dear Councilmembers,

On Tuesday, March 10, 2015 at the scheduled Mayor and Council meeting, I plan on bringing up to the Council for discussion a proposal to remove/change the Recall Provision of the Charter for the City of Brunswick, Md. Please see attached documentation. Each member of the Council was also given this documentation for review two weeks ago and asked to comment.

I will be discussing this proposal during the Report of Officers section of the Agenda. It is my hope that we can have a productive discussion regarding the Recall provision. I will be asking for a vote on the removal/change of the Recall Provision to be placed on the Mayor and Council Agenda for April, 2015.

Thank You in Advance,

A handwritten signature in blue ink that reads 'Harry R. Lashley'. The signature is written in a cursive, flowing style.

Harry R. Lashley
Council Member

The City Of Brunswick, Maryland City Charter

Section 16–20. Recall of elective officers – Generally.

The holder of any elective office in the City of Brunswick may be removed at any time after the date of his election by the electors qualified to vote for a successor of such incumbent. The procedure to the removal of an incumbent of an elective office shall be as follows:

In case of the *mayor*, a petition signed by electors entitled to vote for a successor to the incumbent mayor sought to be removed equal in number to **at least twenty-five per cent of the entire vote for all candidates for the office of mayor cast at the last preceding general municipal election**, and, in case of a *councilmember*, a petition signed by electors entitled to vote for a successor to the incumbent councilmember sought to be removed equal in number to **at least twenty-five per cent of the total voters casting ballots for one or more councilmembers at the last preceding general municipal election**, demanding an election of a successor of the person sought to be removed, shall be filed with the city administrator, which petition shall contain a general statement of the grounds for which the removal is sought.

A recent article written by Kevin J. Best, Attorney State of Maryland stated that 31 or 20 percent of the Free State's municipal corporations do in fact have laws permitting their elected officials to be recalled from office. In October 1990, the residents of the City of Brunswick ousted their one-term mayor in what the Washington Post described as "the first-ever successful recall election in the state's history." The election attracted a record 65 percent of the City's voters, which removed the incumbent mayor by a two to one margin. The same news article also cited two other unsuccessful recall attempts in Prince George's County that occurred prior to Maryland's first successful recall election in Brunswick. In the Brunswick recall, Mayor Susan Fauntleroy's administration reportedly came under attack because it desired to upgrade the municipal water system and increase user fees to accommodate the municipality's growing population. A group of life-long, working-class residents concerned with the influx of affluent commuters moving to the City, led by Mayor Fauntleroy's successor, desired to move the City in a different direction. It took the group three attempts to produce a legally sufficient petition to force the recall election, but it finally prevailed.

A typical charter recall pro-vision in Maryland usually calls for a petition signed by a certain percentage normally about **25 percent of the registered or qualified voters of a city or town in order to trigger the process. (The City of Brunswick is one of the few municipalities which only require 25 % of voters in the last Mayor or Council election and not 25% of all registered voters of the city)**. Several municipal charters provide details as to the necessary style and sufficiency of the petition including a statement of allegations against the named elected official; the form of signatures, and an affidavit set forth on each page of the petition by the circulator. All applicable charters permit only one official to be named per petition or are silent on the matter.

Seven municipalities do not require any showing whatsoever of misconduct or inappropriate behavior as a basis of recall. (***The City of Brunswick does not require a show of misconduct or inappropriate behavior.***) Therefore, for some of our cities and towns, the question of recall is strictly a political question to be determined by the electorate.

Even in those municipalities that do require a basis of wrongdoing for recall, several do not require any findings of fact or a hearing to prove by some set standard of the law that the official to be recalled is in fact guilty of some legally defined misconduct. ***Therefore, in several cities or towns, the voters serve as the judge and jury with no right of appeal afforded the recalled official.***

Brunswick is the only municipality that permits the voters to simultaneously remove an official and elect a successor at a recall election. Prior to the recall election, candidate successors must submit a petition in order to be placed on the ballot; similar to the same procedure used in general elections. Furthermore, the person sought to be removed from office is automatically placed on the ballot and can be chosen to succeed him or herself.

Recall hinders an honest and able official from acting with principle and from making unpopular or long-term decisions (e.g. passing a civil rights ordinance). ***Recall reduces an official to becoming a mere puppet of public opinion instead of a decision maker with character and conviction.*** Recall promotes instability and divisiveness between constantly competing factions. Recall places too much burden on the voters to stay informed and to judge an elected official's performance between elections. ***Recall elections are too costly and have less utility since the Constitution of Maryland already provides for forfeiture of office by certain convicted officials.***

I am therefor requesting a change to the Charter of the City of Brunswick, Maryland in one of two ways.

1. - The complete removal of the recall of officer's provision from the charter with the City of Brunswick, Maryland and instead following the Constitution of Maryland which provides for the forfeiture of office by certain convicted officials.
2. - At least twenty-five per cent of the entire vote for all candidates for the office of mayor cast at the last preceding general municipal election to be changed to twenty-five per cent of all registered voters.

EXAMPLE: Had a recall taken place with the petition that has been circulating around town the last few weeks 171 signed petitions would have been required to force a recall. The last Mayors election had 686 total votes. With a change to 25% of registered voters 742 signed petitions would be required with 3,708 registered voters in Brunswick as of 2012.

After talking with a number of residents and also reviewing chatter on social media I believe the change to the Brunswick Maryland Charter should be 15% of registered voters. An example using the 2012 registered voter totals of 3,708 would be 556 signed petitions needed for recall.

Motion Number One-

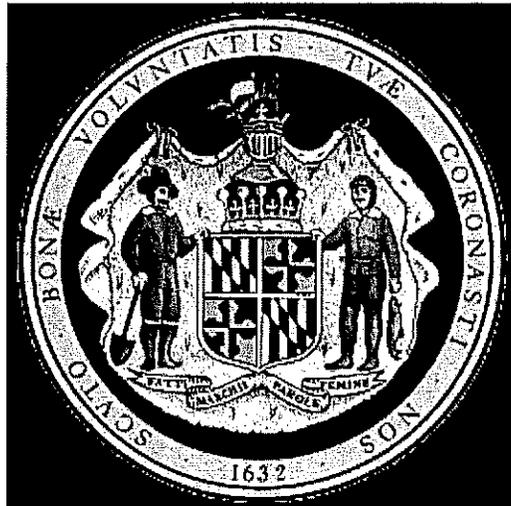
I so move that the council support the removal of the recall of officer's provision (Section 16-20. Recall of elective officers – Generally.) from the City of Brunswick, Maryland Charter and in turn follow the Maryland State Constitution Article XV Miscellaneous Sections #2 and #3 regarding the removal of an elected official.

Motion Number Two-

I so move that the council support a change to the recall of officer's provision (Section 16-20. Recall of elective officers – Generally) from the City of Brunswick, Maryland Charter as follows:

In case of the *mayor*, a petition signed by electors entitled to vote for a successor to the incumbent mayor sought to be removed equal in number to ***at least fifteen per cent of all registered voters***, and, in case of a *councilmember*, a petition signed by electors entitled to vote for a successor to the incumbent councilmember sought to be removed equal in number to ***at least fifteen per cent of all registered voters***, demanding an election of a successor of the person sought to be removed, shall be filed with the city administrator, which petition shall contain a general statement of the grounds for which the removal is sought

CONSTITUTIONS
Maryland Constitution
with Amendments to January 1, 2015



Article XV
Miscellaneous

Section-2.

Any elected official of the State, or of a county or of a municipal corporation who during the elected official's term of office is found guilty of any crime which is a felony, or which is a misdemeanor related to the elected official's public duties and responsibilities and involves moral turpitude for which the penalty may be incarceration in any penal institution, shall be suspended by operation of law without pay or benefits from the elective office. During and for the period of suspension of the elected official, the appropriate governing body and/or official authorized by law to fill any vacancy in the elective office shall appoint a person to temporarily fill the

Section-3.

elective office, provided that if the elective office is one for which automatic succession is provided by law, then in such event the person entitled to succeed to the office shall temporarily fill the elective office. If the finding of guilt becomes a final conviction, after judicial review or otherwise, such elected official shall be removed from the elective office by operation of Law and the office shall be deemed vacant. If the finding of guilt of

the elected official is reversed or overturned, the elected official shall be reinstated by operation of Law to the elective office for the remainder, if any, of the elective term of office during which the elected official was so suspended or removed, and all pay and benefits shall be restored. Any elected official of the State, or of a county or of a municipal corporation who during the elected official's term of office enters a guilty plea or a plea of nolo contendere to any crime which is a felony, or which is a misdemeanor related to the elected official's public duties and responsibilities and involves moral turpitude for which the penalty may be incarceration in any penal institution, shall be removed from the elective office by operation of Law and the office shall be deemed vacant. (1974, ch. 879, ratified Nov. 5, 1974; 1977, ch. 681, ratified Nov. 7, 1978; 2012, ch. 147, ratified Nov. 6, 2012.)