

**MAYOR AND COUNCIL MEETING  
TUESDAY, JUNE 9, 2015, 7:00 PM**

**AGENDA**

- 1. CALL TO ORDER, PLEDGE, AND ROLL CALL**
- 2. MAYOR'S REMARKS**
  - a. Certificates of Achievement – Brunswick High School State Baseball Champions
- 3. APPROVAL OF MINUTES**
  - a. Mayor & Council Public Hearing – May 12, 2015
  - b. Mayor & Council Meeting – May 12, 2015
- 4. CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
- 5. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
  - a. Special Ordinance 514 – FY2015 Budget Amendment – vote
  - b. Special Ordinance 515 – FY2016 Budget – second reading and vote
  - c. Ordinance 516 - Amending Code of Ordinance Section 6-2402 – Enumerated Public Nuisances
- 6. REPORT OF OFFICERS - COUNCIL – COMMITTEES**
- 7. CONSENT AGENDA**
  - a. Purchase Approvals – Water, Waste Water, and Public Works Departments
  - b. C&O Canal Scenic Byway Sign Post Information & Maintenance Agreement
  - c. Master Plan Amendment - Heritage Area Management Entity
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
  - a. Code of Ordinances Update 2015
  - b. Sustainable Procurement Policy – vote
  - c. Hired Car Service Fees – Amending Commercial Regulations regarding Taxicabs
  - d. Paving Bid Award – vote
  - e. Striping Bid Award – vote
- 10. MISCELLANEOUS AND APPROPRIATIONS**
- 11. ADJOURNMENT**

6/3/2015 11:11 AM

**MAYOR AND COUNCIL MEETING**  
**June 9, 2015**

Suggested Motions

**Agenda item 3a – 3b – Approval of Minutes**

“I move to approve the Mayor and Council Public Hearing Minutes and Mayor and Council Meeting Minutes from May 12, 2015.

**Agenda item 5a – Special Ordinance 514 – FY2015 Budget Amendment**

“I move to approve Special Ordinance 514, as amended, to amend the Fiscal Year 2015 budget.”

**Agenda item 5b – Special Ordinance 515 – FY2016 Budget**

“I move to approve Special Ordinance 515, as amended, to enact the Fiscal Year 2016 budget.

**Agenda item 7a-c – Consent Agenda**

“I move to approve the Consent Agenda items.”

**Agenda item 9b – Sustainable Procurement Policy**

“I move to approve the Sustainable Procurement Policy.”

**Agenda item 9d – Paving Bid Award**

“I move to award the paving, sidewalk, and curb project bid (Primary Bid, Alternate Bid A, Primary Sidewalk, Primary Curb, Alternate A Sidewalk, and Alternate A Curb, and portions of Alternate Bid B as determined by the Superintendent of Public Works) to CJ Miller and execute Purchase Order AD-2015-25, not to exceed the price of \$810,000.

**Agenda item 93 – Striping Bid Award**

“I move to award the bike lane and West Potomac Street striping bid to FSM, Inc. and execute Purchase Order AD-2015-23 for \$19,632.”

**City of Brunswick**  
**Mayor and Council Public Hearing Minutes**  
Tuesday, May 12, 2015, 7:00 P.M.

The May 12, 2015 City of Brunswick Public Hearing was convened 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, Jeff Snoots, Carroll Jones, Angel White, and Harry Lashley, Council Members; Bob McGrory, City Administrator; Milt Frech, Chief of Police; John Gerstner, Public Works Superintendent; Patrick Hoffmaster, Water and Waste Water Superintendent; Carrie Myers, Office Manager; and Kim Miller, Accountant.

The topics of discussion at the Public Hearing were Special Ordinance 514 – FY2015 Budget Amendment, and Special Ordinance 515 – FY2016 Budget and Property Tax Rate. Mr. McGrory explained both special ordinances and mentioned there were no proposed increases to the property tax rate nor the water and sewer rates.

No public comment was received.

Mr. Snoots made a motion to adjourn the public hearing at 7:04 p.m. Mr. Burruss seconded, and the motion passed 6-0.

Submitted by: Carrie Myers

Approved By: \_\_\_\_\_ Witnessed By: \_\_\_\_\_  
Mayor Date City Administrator Date

**City of Brunswick**  
**Mayor and Council Meeting Minutes**  
Tuesday, May 12, 2015, 7:04 P.M.

The May 12, 2015 City of Brunswick Mayor and Council meeting was called to order at 7:04 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; John Gerstner, Public Works Superintendent; Patrick Hoffmaster, Water and Waste Water Superintendent; Carrie Myers, Office Manager; and Kim Miller, Accountant.

Mayor's Remarks

- Mayor Tome presented certificates to Coach Alan Lescalleet for the 2014 Brunswick High State Championship Soccer Team.
- Mayor Tome presented a certificate to Brandon Boyer for being a semi-finalist in the "If I Were Mayor Contest."
- Mayor Tome mentioned the following: Goodwill Industries named the City their "Sustainability Partner of the Year," National Police Week, and Officer Jackie Druktenis was named Brunswick Officer of the Year during the Frederick County Public Safety Awards Ceremony.

Approval of Minutes

- Mayor & Council Special Meeting – April 8, 2015
- Mayor & Council Meeting – April 14, 2015
- Mayor & Council Special Meeting – April 27, 2015

Mr. Burruss moved to approve the minutes, with one noted change to the April 14, 2015 minutes. Mr. Lashley seconded, and the motion passed 6-0.

Citizens' Forum (Petitions, Remonstrances, and Communications)

Comments were offered from the following individuals: Michael and Amy Tuthill – 71 Wenner Drive, Eric Beasley – 27 East E Street, and Chris Holte – 25 East B Street.

Introduction and Adoption of Resolutions and Ordinances

- FY2015 Budget Amendment – Special Ordinance 514

Mr. McGrory discussed changes to the budget amendment since the April meeting. Ms. Miller added comments. Mr. McGrory recommended waiting to vote on this special ordinance until the June meeting, so more changes to the current budget could be captured and included in the

amendment.

- FY2016 Budget – Special Ordinance 515

Mr. Lashley read the special ordinance. Ms. Miller gave a presentation and Mr. McGrory discussed highlights of the proposed budget.

Council Members offered comments about the proposed budget. Council Members Snoots and White mentioned they would like to separate legal expenses from consulting expenses in the line items within each department. Council Member White also discussed her desire to bring back Sunday yard waste days at Public Works. It was decided to hold one Sunday yard waste day per month from 12noon – 3:00pm. Mr. McGrory discussed bringing this item back for a second reading and vote at the June meeting.

#### 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.

#### Unfinished Business

- Rivers Edge Recreational Complex

Carlo Alfano and Keith Marks asked the Council for an official vote to move forward with this project. Ms. White moved to support Rivers Edge Recreation Trail Group's preparation of a funding application and all relevant supporting paperwork for the development of the multi-use trail project at the Brunswick Sports Complex, and that staff assist with technical information to complete such application for future review by the Mayor and Council. Mr. Snoots seconded the motion, which passed 6-0.

- Resolution 2015-02 – Proposed Charter Change – Section 16-20 Recall of Elected Officers

Mr. Lashley discussed the background of this topic and all Council Members offered comments. After a lengthy discussion, Mr. Lashley made a motion to direct staff to send the proposed Charter change for legal review. Ms. White seconded the motion, which passed 4-2, with Mr. Stull and Mr. Jones opposed.

#### New Business

- Train Station Renovation Project Bid Award

Mr. McGrory discussed the background of this project and bids received. Ms. White recused herself from voting due to her relationship with one of the project bidders. Mr. Burruss made a motion to award the Train Station Renovation Project bid award to Dean Moore Builders and execute Purchase Order AD-2015-18 for \$33,975 for Bid items 1, 3, and 4. Mr. Stull seconded the motion, which passed 5-0-1, with Ms. White recusing.

- Caboose Relocation Bid Award

Ms. Myers discussed the background of this project and bids received. Mr. Snoots made a motion to award the Caboose Relocation bid to Fout Crane and Rigging, LLC and execute Purchase Order AD-2015-17 for \$19,500. Mr. Lashley seconded the motion, which passed 6-0.

- Traffic Control Request – Downtown Parking Discussion

Chief Frech presented this topic. Mr. Burruss made a motion to approve the Traffic Control Request dated May 4, 2015. Ms. White seconded the motion, which passed 6-0.

Adjournment

Mr. Stull moved to adjourn the meeting. Mr. Snoots seconded the motion, which passed 6-0. The meeting was adjourned at 9:46 p.m.

Submitted by: Carrie Myers

Approved By: \_\_\_\_\_  
Mayor Date

Witnessed By: \_\_\_\_\_  
City Administrator Date

**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 10<sup>th</sup> day, or June 19, 2015, following its enactment by the Council and its approval by the Mayor, or on the 10<sup>th</sup> day following its enactment by the Council over the veto by the Mayor.

**PASSED** this 9<sup>th</sup> day of June 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 9<sup>th</sup> day of June, 2015.

**ATTEST:**

\_\_\_\_\_  
Robert C. McGrory  
City Administrator

\_\_\_\_\_  
Karin B. Tome, Mayor  
Date: June 9, 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)	\$ 20,700	\$ 24,700
Intergovernmental	\$ 1,040,000	\$ 793,274	\$ 246,726		
Franchise Fees	\$ 74,000	\$ 43,856	\$ 30,144	\$ 20,700	\$ 94,700
Investments/Sales of Assets	\$ -	\$ -	\$ -		
User Fees	\$ 75,400	\$ 79,718	\$ (4,318)	\$ 28,100	\$ 103,500
Transfers in	\$ -	\$ -	\$ -		
Grants & Other Sources	\$ 71,900	\$ 90,114	\$ (18,214)	\$ 68,700	\$ 140,600
Utility Revenues	\$ 176,500	\$ 146,087	\$ 30,413	\$ 7,000	\$ 183,500
Miscellaneous Revenue	\$ 134,500	\$ 130,151	\$ 4,349	\$ 10,800	\$ 145,300
<b>OPERATING REVENUE SUBTOTAL</b>	<b>\$ 4,046,200</b>	<b>\$ 3,670,280</b>	<b>\$ 375,920</b>	<b>\$ 338,000</b>	<b>\$ 4,384,200</b>

Debt proceeds	\$ -	\$ -	\$ -		
Bonds/loans	\$ -	\$ -	\$ -		
Accumulated Reserves	\$ -	\$ -	\$ -		
<b>BORROWING SUBTOTAL</b>	<b>\$ -</b>				

**TOTAL GENERAL FUND REVENUES** \$ 4,046,200 \$ 3,670,280 \$ 375,920 \$ 338,000 \$ 4,384,200

EXPENDITURES

Mayor and Council	\$ 63,300	\$ 56,236	\$ 7,064	\$ 13,400	\$ 76,700
Elections	\$ 500	\$ 292	\$ 208		
Financial Administration	\$ 661,400	\$ 467,418	\$ 193,982	\$ 6,200	\$ 667,600
Legal	\$ 25,000	\$ -	\$ 25,000		
Planning and Zoning	\$ 231,200	\$ 159,229	\$ 71,971	\$ (2,000)	\$ 229,200
Police	\$ 971,200	\$ 798,876	\$ 172,324	\$ 66,700	\$ 1,037,900
Fire & Rescue Service	\$ 32,100	\$ 25,490	\$ 6,610		
Transportation Services (Public Works)	\$ 1,068,300	\$ 717,898	\$ 350,402	\$ (20,100)	\$ 1,048,200
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)	\$ 75,000	\$ 151,800
Insurance and Pension	\$ 4,000	\$ 4,072	\$ (72)	\$ 1,600	\$ 5,600
Contributions	\$ 19,400	\$ 9,296	\$ 10,104		
<b>OPERATING EXPENSES SUBTOTAL</b>	<b>\$ 3,633,300</b>	<b>\$ 2,642,314</b>	<b>\$ 990,986</b>	<b>\$ 150,500</b>	<b>\$ 3,783,800</b>
Capital outlay - Transfers Out	\$ 351,000	\$ -	\$ 351,000	\$ 143,700	\$ 494,700
Debt service	\$ 61,900	\$ 93,039	\$ (31,139)	\$ 43,800	\$ 105,700
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 4,046,200</b>	<b>\$ 2,735,353</b>	<b>\$ 1,310,847</b>	<b>\$ 338,000</b>	<b>\$ 4,384,200</b>

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	\$ 143,700	\$ 494,700
Capital Grant Revenues and Other Sources	\$ 320,800	\$ 5,056	\$ 315,744	\$ (235,000)	\$ 85,800
<b>CAPITAL REVENUE SUBTOTAL</b>	<b>\$ 671,800</b>	<b>\$ 5,056</b>	<b>\$ 666,744</b>	<b>\$ (91,300)</b>	<b>\$ 580,500</b>
Debt Proceeds					
Bonds/Loans					
Accumulated Reserves	\$ 457,900	\$ -	\$ 457,900	\$ (457,900)	\$ -
<b>BORROWING SUBTOTAL</b>	<b>\$ 457,900</b>	<b>\$ -</b>	<b>\$ 457,900</b>	<b>\$ (457,900)</b>	<b>\$ -</b>
<b>TOTAL CAPITAL PROJECT FUND REVENUES</b>	<b>\$ 1,129,700</b>	<b>\$ 5,056</b>	<b>\$ 1,124,644</b>	<b>\$ (549,200)</b>	<b>\$ 580,500</b>

CAPITAL EXPENDITURES

<b>General Government</b>					
<i>Building Improvements- General</i>	\$ 20,000	\$ 6,321	\$ 13,679		
<i>New Accounting System</i>	\$ 43,300	\$ 39,710	\$ 3,590	\$ (3,500)	\$ 39,800
<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	\$ (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	\$ (43,000)	\$ 22,000
<i>Building Improvements- Campground Pavillions</i>	\$ 5,800	\$ 5,450	\$ 350		
\$449,500					
<b>Police</b>					
<i>Vehicle - Annual Replacement</i>	\$ 37,500	\$ -	\$ 37,500	\$ 6,900	\$ 44,400
<i>Equipment-Eticket</i>	\$ -	\$ 6,000	\$ (6,000)	\$ 12,000	\$ 12,000
\$37,500					
<b>Transportation Services (Public Works)</b>					
<i>Vehicle- 550 Dump Truck (Plow &amp; 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	\$ (423,600)	\$ 10,000
<i>Building Improvements- Addition on PW Building</i>	\$ 70,000	\$ 1,428	\$ 68,572	\$ (67,000)	\$ 3,000
<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					
<b>Stormwater Management</b>					
<i>Stormwater System Improvements</i>	\$ 10,000	\$ 6,803	\$ 3,197	\$ 3,000	\$ 13,000
\$10,000					
<b>General Fund Reserves</b>					
<i>General Fund Reserve (annual accrual)</i>	\$ -	\$ -	\$ -	\$ 252,700	\$ 252,700
\$0					
<b>TOTAL CAPITAL PROJECT FUND EXPENDITURES</b>	<b>\$ 1,129,700</b>	<b>\$ 76,800</b>	<b>\$ 1,052,900</b>	<b>\$ (549,200)</b>	<b>\$ 580,500</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (71,744)</b>	<b>\$ 71,744</b>	<b>\$ -</b>	<b>\$ -</b>

<b>General Fund Debt Service</b>					
<i>Copier Capital Lease</i>	\$ 13,200	\$ 8,815	\$ 4,385		
<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		
<b>TOTAL GENERAL FUND DEBT SERVICE</b>	<b>\$ 61,900</b>	<b>\$ 93,039</b>	<b>\$ (31,139)</b>	<b>\$ 43,800</b>	<b>\$ 105,700</b>

CITY OF BRUNSWICK  
ENTERPRISE FUND - WATER

	Current FY2015 Budget	FY2015 Actuals	Budget to Actuals Variance	Proposed Change	Proposed Amended Amount
<b>OPERATING REVENUES</b>					
Water	\$ 1,006,100	\$ 862,014	\$ 144,086	\$ 143,200	\$ 1,149,300
<b>OPERATING REVENUE SUBTOTAL</b>	\$ 1,006,100	\$ 862,014	\$ 144,086	\$ 143,200	\$ 1,149,300
<b>ALLOCATION REVENUES</b>					
Water	\$ 121,000	\$ 127,015	\$ (6,015)	\$ 49,300	\$ 170,300
<b>ALLOCATION REVENUE SUBTOTAL</b>	\$ 121,000	\$ 127,015	\$ (6,015)	\$ 49,300	\$ 170,300
<b>MISCELLANEOUS REVENUE</b>					
Miscellaneous Revenues	\$ 75,500	\$ 95,745	\$ (20,245)	\$ 37,700	\$ 113,200
<b>VARIABLE REVENUE SUBTOTAL</b>	\$ 75,500	\$ 95,745	\$ (20,245)	\$ 37,700	\$ 113,200
<b>LONG TERM OBLIGATIONS</b>					
Debt proceeds Bonds\Loans	\$ 13,100	\$ -	\$ 13,100	\$ (13,100)	\$ -
<b>BORROWING SUBTOTAL</b>	\$ 13,100	\$ -	\$ 13,100	\$ (13,100)	\$ -
<b>TOTAL ENTERPRISE FUND REVENUES</b>	\$ 1,215,700	\$ 1,084,774	\$ 130,926	\$ 217,100	\$ 1,432,800
<b>EXPENDITURES</b>					
Water	\$ 846,200	\$ 613,662	\$ 232,538	\$ 88,100	\$ 934,300
Depreciation	\$ 111,700	\$ 111,700	\$ -	\$ 129,000	\$ 240,700
Capital Outlay	\$ 173,600	\$ 87,669	\$ 85,931	\$ -	\$ 173,600
Debt Service	\$ 84,200	\$ 26,861	\$ 57,339	\$ -	\$ -
<b>TOTAL ENTERPRISE FUND EXPENDITURES</b>	\$ 1,215,700	\$ 839,892	\$ 375,808	\$ 217,100	\$ 1,432,800
<b>REVENUES OVER (UNDER) EXPENSES</b>	\$ -	\$ 244,882	\$ (244,882)	\$ -	\$ -

CITY OF BRUNSWICK  
ENTERPRISE FUND - WASTEWATER

	Current FY2015 Budget	FY2015 Actuals	Budget to Actuals Variance	Proposed Change	Proposed Amended Amount
<b>Operating Revenues</b>					
Wastewater	\$ 1,058,300	\$ 884,878	\$ 173,422	\$ 139,600	\$ 1,197,900
<b>OPERATING REVENUE SUBTOTAL</b>	<b>\$ 1,058,300</b>	<b>\$ 884,878</b>	<b>\$ 173,422</b>	<b>\$ 139,600</b>	<b>\$ 1,197,900</b>
<b>ALLOCATION REVENUES</b>					
Wastewater	\$ 122,000	\$ 140,335	\$ (18,335)	\$ 66,900	\$ 188,900
<b>ALLOCATION REVENUE SUBTOTAL</b>	<b>\$ 122,000</b>	<b>\$ 140,335</b>	<b>\$ (18,335)</b>	<b>\$ 66,900</b>	<b>\$ 188,900</b>
<b>MISCELLANEOUS REVENUE</b>					
Miscellaneous Revenues	\$ 48,100	\$ 57,245	\$ (9,145)	\$ 15,800	\$ 63,900
<b>VARIABLE REVENUE SUBTOTAL</b>	<b>\$ 48,100</b>	<b>\$ 57,245</b>	<b>\$ (9,145)</b>	<b>\$ 15,800</b>	<b>\$ 63,900</b>
<b>LONG TERM OBLIGATIONS</b>					
Debt proceeds Bonds/Loans	\$ 222,300	\$ -	\$ 222,300	\$ (222,300)	\$ -
<b>BORROWING SUBTOTAL</b>	<b>\$ 222,300</b>	<b>\$ -</b>	<b>\$ 222,300</b>	<b>\$ (222,300)</b>	<b>\$ -</b>
<b>TOTAL ENTERPRISE FUND REVENUES</b>	<b>\$ 1,450,700</b>	<b>\$ 1,082,458</b>	<b>\$ 368,242</b>	<b>\$ -</b>	<b>\$ 1,450,700</b>
<b>EXPENDITURES</b>					
Wastewater	\$ 915,400	\$ 592,561	\$ 322,839		
Depreciation	\$ 188,900	\$ 188,900	\$ -	\$ 100,000	\$ 288,900
Capital outlay	\$ 230,200	\$ -	\$ 230,200	\$ (100,000)	\$ 130,200
Debt service	\$ 116,200	\$ 32,889	\$ 83,311		
<b>TOTAL ENTERPRISE FUND EXPENDITURES</b>	<b>\$ 1,450,700</b>	<b>\$ 814,350</b>	<b>\$ 636,350</b>	<b>\$ -</b>	<b>\$ 1,450,700</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ -</b>	<b>\$ 268,108</b>	<b>\$ (268,108)</b>	<b>\$ -</b>	<b>\$ -</b>

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 Springs Upgrades</i>	\$ -	\$ 7,532	\$ (7,532)	\$ 8,000	\$ 8,000
	\$173,600				
<b>Water Debt Service</b>					
<i>Water Debt Principal</i>	\$ 41,700	\$ -	\$ 41,700		
<i>Water Debt Interest</i>	\$ 42,500	\$ 26,861	\$ 15,639		
	\$84,200				
<b>Water Reserves</b>					
<i>Water System Reserve (annual accrual)</i>	\$ 111,700	\$ 369,578	\$ (257,878)	\$ 129,000	\$ 240,700
	\$111,700				
<b>Water Total</b>	\$ 369,500	\$ 484,108	\$ (114,608)	\$ 129,000	\$ 498,500
<b>Depreciation</b>					
<i>Depreciation (calculated)</i>	\$ 558,700	\$ 369,578	\$ 189,122		
<i>FY 2015 Funded</i>	(111,700)	(111,700)	\$ -	129,000	(240,700)
<i>Underfunded Depreciation</i>	\$ 447,000	\$ 257,878	\$ 189,122		\$ 318,000

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&amp;I</i>	\$ 105,000	\$ -	\$ 105,000	\$ (105,000)	\$ -
<i>UV Bulb Replacement</i>	\$ 30,000	\$ -	\$ 30,000		
<i>Wastewater Plant Improvements</i>	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<i>\$230,200</i>					
<b>Wastewater Debt Service</b>					
<i>Wastewater Debt Principal</i>	\$ 64,300	\$ -	\$ 64,300		
<i>Wastewater Debt Interest</i>	\$ 51,900	\$ 32,889	\$ 19,011		
<i>\$116,200</i>					
<b>Wastewater Reserves</b>					
<i>Wastewater System Reserve (annual accrual)</i>	\$ 188,900	\$ 710,648	\$ (521,748)	\$ 100,000	\$ 288,900
<i>\$188,900</i>					
<b>Wastewater Total</b>	<b>\$ 535,300</b>	<b>\$ 743,537</b>	<b>\$ (208,237)</b>	<b>\$ -</b>	<b>\$ 293,900</b>

Depreciation					
<i>Depreciation (calculated)</i>	\$ 944,300	\$ 710,648	\$ 233,652		
<i>FY 2015 Funded</i>	(188,900)	(188,900)	-	100,000	(288,900)
<i>Underfunded Depreciation</i>	\$ 755,400	\$ 521,748	\$ 233,652		\$ 655,400

**MAYOR AND COUNCIL OF BRUNSWICK  
SPECIAL ORDINANCE 515**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF BRUNSWICK TO ENACT THE FISCAL YEAR 2016 ANNUAL OPERATING, ENTERPRISE, AND CAPITAL BUDGET FOR THE CITY OF BRUNSWICK, MARYLAND.**

**WHEREAS**, with the assistance of the City staff, the Mayor of Brunswick prepared and submitted to the Council of Brunswick an annual budget for Fiscal Year 2016; beginning July 1, 2015, and

**WHEREAS**, a Public Hearing on the proposed budget was held on May 12, 2015, and the budget was considered, discussed, and approved by the Council with the concurrence of the Mayor at its regular meeting held June 9, 2015 which was properly advertised and conducted.

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

**SECTION I:** Pursuant to the authority granted to it by Title 4 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 2016 which is attached hereto and incorporated herein as Exhibit A, is hereby adopted and enacted, and

**SECTION II:** The FY 2016 Tax Rate of Zero Point Four Six Two Dollars (\$0.462) per \$100 of assessed value for properties within the corporate limits of the City is hereby established, accepted, and enacted, and

**SECTION III:** This Ordinance shall become effective on the 10<sup>th</sup> day, or June 19, 2015, following its enactment by the Council and its approval by the Mayor, or on the 10<sup>th</sup> day following its enactment by the Council over the veto by the Mayor.

**PASSED** this 9<sup>th</sup> day of June, 2015 by a vote of \_\_\_\_\_ for; \_\_\_\_\_ against; \_\_\_\_\_ abstaining; and \_\_\_\_\_ absent.

**ATTEST:**

COUNCIL OF THE CITY OF BRUNSWICK

\_\_\_\_\_  
Bob McGrory  
City Administrator

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

**APPROVED** this 9<sup>th</sup> day of June, 2015.

**ATTEST:**

\_\_\_\_\_  
Bob McGrory  
City Administrator

\_\_\_\_\_  
Karin B. Tome, Mayor  
Date: June 9, 2015

**CITY OF BRUNSWICK  
GENERAL FUND**

**FY2016 Budget**

**REVENUES**

Taxes	\$ 2,521,600
Licenses & Permits	\$ -
Fines & Forfeitures	\$ 17,800
Intergovernmental	\$ 1,080,200
Franchise Fees	\$ 94,700
User Fees	\$ 101,000
Grants & Other Sources	\$ 113,400
Utility Revenues	\$ 183,500
Miscellaneous Revenue	\$ 134,900
<b>OPERATING REVENUE SUBTOTAL</b>	<b>\$ 4,247,100</b>

Debt proceeds	\$ -
Bonds/loans	\$ -
Accumulated Reserves	\$ -
<b>BORROWING SUBTOTAL</b>	<b>\$ -</b>

**TOTAL GENERAL FUND REVENUES \$ 4,247,100**

**EXPENDITURES**

Mayor and Council	\$ 107,200
Financial Administration	\$ 716,100
Planning and Zoning	\$ 239,800
Police	\$ 1,081,200
Fire & Rescue Service	\$ 32,100
Public Works	\$ 1,056,000
Waste Collection and Disposal	\$ 328,500
Parks	\$ 95,100
Events	\$ 64,700
Economic Development	\$ 121,200
<b>OPERATING EXPENSES SUBTOTAL</b>	<b>\$ 3,841,900</b>

Capital outlay - Transfers Out \$ 352,900

Debt service \$ 52,300

**TOTAL GENERAL FUND EXPENDITURES \$ 4,247,100**

REVENUES OVER (UNDER) EXPENDITURES \$ -

CITY OF BRUNSWICK  
CAPITAL PROJECT FUND

FY2016 Budget

REVENUES

General Fund Transfers In	\$ 352,900
Capital Grant Revenues and Other Sources	\$ 237,300
<b>CAPITAL REVENUE SUBTOTAL</b>	<b>\$ 590,200</b>
Debt Proceeds	
Bonds/Loans	
Accumulated Reserves	\$ 822,900
<b>BORROWING SUBTOTAL</b>	<b>\$ 822,900</b>
<b>TOTAL CAPITAL PROJECT FUND REVENUES</b>	<b>\$ 1,413,100</b>

CAPITAL EXPENDITURES

<b>General Government</b>	
<i>Building Improvements- General</i>	\$ 10,000
<i>Park Improvements-General</i>	\$ 10,000
<i>New Accounting System</i>	\$ 27,600
<i>Dog Park (CP&amp;P Grant)</i>	\$ 37,700
<i>Bike Path Amenities (Grant)</i>	\$ -
<i>Splash Park (POS Grant 75%)</i>	\$ 37,500
<i>Little League (POS Grant 90%)</i>	\$ 65,000
<i>Mini-Golf (POS Grant 90%)</i>	\$ 40,000
<i>Caboose/WB Tower (Grant)</i>	\$ 34,500
<i>Building Improvements- Railroad (Grant)</i>	\$ 43,000
<i>Building Improvements- Campground Pavillions</i>	\$ -
	<b>\$305,300</b>
<b>Police</b>	
<i>Vehicle - Annual Replacement</i>	\$ 58,000
<i>Equipment- Radios, Laptop</i>	\$ 25,000
	<b>\$83,000</b>
<b>Transportation Services (Public Works)</b>	
<i>Vehicle- Truck (Plow &amp; Spreader) &amp; Van</i>	\$ 61,000
<i>Equipment- Milling Machine Head, Snow Blower</i>	\$ 29,800
<i>Street Improvements</i>	\$ 810,000
<i>Building Improvements- Addition on PW Building</i>	\$ 60,000
<i>Rubble Site Improvements</i>	\$ 14,000
	<b>\$974,800</b>
<b>Stormwater Management</b>	
<i>Stormwater System Improvements</i>	\$ 50,000
	<b>\$50,000</b>
<b>General Fund Reserves</b>	
<i>General Fund Reserve (annual accrual)</i>	\$ -
	<b>\$0</b>
<b>TOTAL CAPITAL PROJECT FUND EXPENDITURES</b>	<b>\$ 1,413,100</b>

REVENUES OVER (UNDER) EXPENDITURES \$ -

<b>General Fund Debt Service</b>	
<i>Copier Capital Lease</i>	\$ 13,200
<i>Backhoe Capital Lease</i>	\$ -
<i>MDE Infrastructure Bond</i>	\$ 16,600
<i>2012 Tax-Exempt Infrastructure Bond</i>	\$ 22,500
<b>TOTAL GENERAL FUND DEBT SERVICE</b>	<b>\$ 52,300</b>

**CITY OF BRUNSWICK  
ENTERPRISE FUND - WATER**

**FY2016 Budget**

**OPERATING REVENUES**

Water	\$ 1,149,400
<b>OPERATING REVENUE SUBTOTAL</b>	<b>\$ 1,149,400</b>

**ALLOCATION REVENUES**

Water	\$ 144,700
<b>ALLOCATION REVENUE SUBTOTAL</b>	<b>\$ 144,700</b>

**MISCELLANEOUS REVENUE**

Miscellaneous Revenues	\$ 119,700
<b>VARIABLE REVENUE SUBTOTAL</b>	<b>\$ 119,700</b>

**LONG TERM OBLIGATIONS**

Debt proceeds	\$ -
Bonds\Loans	\$ -
Accumulated Reserves	\$ 41,200
<b>BORROWING SUBTOTAL</b>	<b>\$ 41,200</b>
<b>TOTAL ENTERPRISE FUND REVENUES</b>	<b>\$ 1,455,000</b>

**EXPENDITURES**

Water	\$ 935,000
Depreciation	\$ 112,800
Capital Outlay	\$ 299,000
Debt Service	\$ 108,200
<b>TOTAL ENTERPRISE FUND EXPENDITURES</b>	<b>\$ 1,455,000</b>

**REVENUES (OVER) UNDER EXPENSES** \$ -

**CITY OF BRUNSWICK  
ENTERPRISE FUND - WASTEWATER**

**FY2016 Budget**

**Operating Revenues**

Wastewater	\$ 1,204,700
<b>OPERATING REVENUE SUBTOTAL</b>	<b>\$ 1,204,700</b>

**ALLOCATION REVENUES**

Wastewater	\$ 128,600
<b>ALLOCATION REVENUE SUBTOTAL</b>	<b>\$ 128,600</b>

**MISCELLANEOUS REVENUE**

Miscellaneous Revenues	\$ 64,200
<b>VARIABLE REVENUE SUBTOTAL</b>	<b>\$ 64,200</b>

**LONG TERM OBLIGATIONS**

Debt proceeds	\$ -
Bonds/Loans	\$ 131,800
Accumulated Reserves	\$ -
<b>BORROWING SUBTOTAL</b>	<b>\$ 131,800</b>
<b>TOTAL ENTERPRISE FUND REVENUES</b>	<b>\$ 1,529,300</b>

**EXPENDITURES**

Wastewater	\$ 910,000
Depreciation	\$ 189,500
Capital outlay	\$ 254,200
Debt service	\$ 175,600
<b>TOTAL ENTERPRISE FUND EXPENDITURES</b>	<b>\$ 1,529,300</b>

**REVENUES OVER (UNDER) EXPENSES** \$ -

<b>PROPOSED CAPITAL BUDGET - CITY OF BRUNSWICK</b>	
<b>ENTERPRISE FUND - WATER</b>	
<b>Fiscal Year 2016</b>	
<b>Water Capital Projects</b>	
<i>Water Distribution Replacement</i>	\$ 76,500
<i>Vehicles</i>	\$ 43,000
<i>Storage Tank Contract and Upgrade</i>	\$ 67,700
<i>Meter Replacements</i>	\$ 30,000
<i>Hydrant Replacement Project</i>	\$ 10,000
<i>Distribution Equipment</i>	\$ 63,600
<i>Treatment Equipment-Crane Hoist</i>	\$ 8,200
<i>\$299,000</i>	
<b>Water Debt Service</b>	
<i>Water Debt Principal</i>	\$ 66,500
<i>Water Debt Interest</i>	\$ 41,700
<i>\$108,200</i>	
<b>Water Reserves</b>	
<i>Water System Reserve (annual accrual)</i>	\$ 112,800
<i>\$112,800</i>	
<b>Water Total</b>	<b>\$ 520,000</b>

<b>Depreciation</b>	
<i>Depreciation (calculated)</i>	\$ 563,900
<i>FY 2016 Funded</i>	(112,800)
<i>Underfunded Depreciation</i>	\$ 451,100

PROPOSED CAPITAL BUDGET - CITY OF BRUNSWICK	
ENTERPRISE FUND - WASTEWATER	
Fiscal Year 2016	
<b>Wastewater Capital Projects</b>	
<i>Vehicle- Used Truck</i>	\$ 10,000
<i>Sludge Conveyor Rebuild</i>	\$ 85,200
<i>I&amp;I</i>	\$ 105,000
<i>UV Bulb Replacement</i>	\$ 18,000
<i>WWTP Improvements</i>	\$ 36,000
	\$254,200
<b>Wastewater Debt Service</b>	
<i>Wastewater Debt Principal</i>	\$ 125,200
<i>Wastewater Debt Interest</i>	\$ 50,400
	\$175,600
<b>Wastewater Reserves</b>	
<i>Wastewater System Reserve (annual accrual)</i>	\$ 189,500
	\$189,500
<b>Wastewater Total</b>	<b>\$ 619,300</b>

<b>Depreciation</b>	
<i>Depreciation (calculated)</i>	\$ 947,500
<i>FY 2016 Funded</i>	(189,500)
<i>Underfunded Depreciation</i>	\$ 758,000

## Proposed changes to Section 6-2402 - Enumerated Public Nuisances

### Section 6-2402. Enumerated Public Nuisances:

It shall be a public nuisance to create or to cause or to maintain within the City or within one half mile of the City limits, any of the following conditions which directly or by their consequence cause injury or annoyance to the general public:

(A) Bawdyhouses. For purposes of this Section, a bawdyhouse is defined as a blatant and/or noisome place for licentious commerce, including a house of ill fame, ~~a disorderly house~~ and a house of prostitution, lewdness or assignation.

*(B) Disorderly Place. For purposes of this Section, a Disorderly Place is defined as any property at which the police department has substantiated four (4) events within the period of January 1st through December 31th of a given year. A disorderly event is defined as a situation created within or in the immediate vicinity of a property by a property's owner, occupants, or tenants, or the invitees of an owner, tenant or occupant, which would have a tendency to disturb unreasonably the community, the neighborhood or an ordinary individual occupying property in or near the disorderly activity, including but not limited to loud music; boisterous parties; excessively loud noise, repeated police responses for violations or unnecessary noises emanating from within or near the property which are audible outside the building; fights within the property or in its vicinity involving occupants of the property or their invitees; occupants of the property or their invitees being intoxicated outdoors in the vicinity of the property; and other similar activities at the property or in the vicinity of the property. This section applies to the owner and occupants of the property.*

~~(B)~~ (C) Unremoved Snow or Ice. For purposes of this Section, unremoved snow or ice is defined as a hazardous condition resulting from an accumulation of snow or ice upon any sidewalk within the City. The owners and occupants of properties abutting a sidewalk shall:

- (1) Remove or cause the removal of snow and ice for a width of at least five feet for the entire length of any sidewalk abutting their property,
- (2) Refrain from depositing or causing a deposit of removed snow or ice upon any public street, road, highway or alley.
- (3) Remove or cause the removal of snow and ice within eight (8) hours after a snowfall or before 2:00 p.m. in the event of a snowfall between the hours of 5:00 p.m. and 7:00 a.m.
- (4) Be charged a removal cost in the event that the City shall have caused the removal of accumulated snow and ice upon failure of the owner and occupant to comply with the City's notification and order to remove such snow and ice.

Deleted: four

~~(C)~~ (D) Unreasonable Noise.

- (1) For purposes of this Section, unreasonable noise is defined as any loud, disturbing and unnecessary noise of such character, intensity and duration as to be detrimental to the life or health of any person or to unreasonably disturb or annoy the quiet, comfort or repose of any person, including any noise which may cause:
  - (a) Temporary or permanent hearing loss;
  - (b) Interference with sleep, speech communication, work, or other human activities;

Proposed changes to Section 6-2402 - Enumerated Public Nuisances

- (c) Adverse physiological responses;
  - (d) Psychological distress;
  - (e) Harm to animal life;
  - (f) Devaluation of or damage to property; and
  - (g) Unreasonable interference with the enjoyment of life or property.
- (2) No person shall create, cause or maintain an "unreasonable noise" public nuisance, including:
- (a) The sounding of a horn or other warning device of any motor vehicle except as a danger signal or in compliance with the requirements of a motor vehicle law or regulation;
  - (b) The sounding of a radio or phonograph or any musical instrument in such manner or with such violence as to annoy or disturb any person;
  - (c) The operation of any sound truck for commercial sound advertising with sound amplifying equipment without the consent of the Mayor or Chief of Police.
  - (d) The operation of any sound device attached to a vehicle and used for the purpose of attracting attention thereto for advertising purposes without the consent of the Mayor or Chief of Police.
  - (e) The calling or crying out for advertising purposes from any vehicle without the consent of the Mayor or Chief of Police.

SECTION	PENALTY CLASS	MUNICIPAL INFRACTION
3-1102 to 3-1104	C	[Section 3-1103 is included here as Class C]
3-1103	D	[Section 3-1103 is specified separately as Class D]
3-1105 to 3-1106	D	
3-1107 to 3-1109	C	
3-1110	F	
3-1201 to 3-1202	D	
3-1203 to 3-1205	D	
3-1207	D	
3-2104	C	
3-2201	A	
3-2202	C	
3-2204	B	
5-1103	D	
5-1106	D	
5-1107	B	
6-1301	D	
6-1302	D	
6-1402	D	
6-1403	D	

Proposed changes to Section 6-2402 - Enumerated Public Nuisances

6-1404(A) and (B)	G
6-1404(C)	E
6-1404(D) and (J)	C
6-1404(E) and (F)	D
6-1404(G)	F
6-1404(H) and (I)	E
6-1405	D
6-1406	D
6-1408	E
6-2305	D
6-2401	D
<u>6-2402 (B)</u>	<i>B</i>



THE  
CITY OF BRUNSWICK  
MARYLAND

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

**Department of Public Works  
Mayor & Council Monthly Report for May 2015**

**Water Line Repairs and Maintenance**

Repair water leaks, at 3105-Addition Ave., 912 East E St., Yourtee springs line, and installed new line on the 800 block of North Maple Ave.

**Sewer Line Repairs**

Pipe patching, camera sewer line on F St. off 5<sup>th</sup> Ave.

**Water Valve Maintenance**

**Repair Cla-valve on A St.**

**Fire Hydrant Maintenance**

**Street Repair and Maintenance**

**Street sweeping, cold mix pot holes**

**CIP Projects**

None

**Storm Drain Maintenance**

Repaired Storm Water Box, at City Park Basket Ball court

**Miscellaneous Tasks and Maintenance**

Fill pot holes on tow-path, repair roof at yourtee springs, repair ramps at skate park

**Construction and Contractor Support**

Side walk inspections

**Water Meter**

**Safety**

## MAY 2015 WATER METER/ SAFETY MONTHLY REPORT

### WATER METERS:

Settlements – 21

Replacements – 19

Repairs - 13

High Bill Investigations – 7

New Installs – 0

Meter Inspections – 2

U & O Inspections – 2

Cut-offs – 1

### SAFETY:

John Gerstner and Brent Cavalier attended a seminar provided by Local Government Insurance Trust (LGIT) on the subjects of Sewer Backup Prevention/ Miss Utility Overview.

Completed an inventory assessment of the DPW's Personal Protective Equipment (PPE) and purchased the required PPE.

Completed the monthly fire extinguisher inspection.



## Brunswick Police Department Monthly Report

Reporting Month and Year: May 2015

### Traffic Enforcement Activity

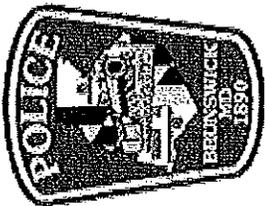
	Month	YTD	PY Month	PY YTD
Maryland State Citations:	57	184	38	186
Maryland State SEROS:	7	23	2	29
Warning Citations:	101	343	68	325
Parking Citations:	13	119	35	176

### Parking Enforcement Revenue

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

### Crime Report

	Month	YTD	PY Month	PY YTD
Calls for Service	1220	6275	1542	7300
Homicide	0	0	0	0
Rape	0	0	0	1
Robbery	0	0	0	1
Assault	19	53	8	44
B&E	2	6	0	5
Theft	8	21	6	30
Auto Theft	0	0	0	2
Motor Vehicle Accidents	8	39	8	27



# Brunswick Police Department

## Listing of Arrests

### May 1, 2015 to May 31, 2015

Case ID	Date	Time	Charge	Status	Person Type	Officer	Disposition
2015005174	05/03/2015	20:33	DRIVING UNINSURED VEHICLE	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015005238	05/05/2015	16:29	FAILURE TO APPEAR	CLOSED/CLEARED	ADULT	BRYCE MCGUIRE	CLEARED BY ARREST
2015005339	05/08/2015	00:59	DRIVING UNINSURED VEHICLE	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015005356	05/08/2015	16:55	DRIVING ON SUSPENDED LIC AND PRIV	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015005466	05/10/2015	17:13	ASSAULT, 2ND DEGREE (ASSAULT OTHER WEAPON)	CLOSED/CLEARED	JUVENILE	WILBUR JESSON	CLEARED BY ARREST
2015005731	05/20/2015	09:22	DRIVER FAIL TO STOP AFTER UNATTENDED PD ACCIDENT	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015005200	05/21/2015	19:38	ASSAULT, 2ND DEGREE (SIMPLE ASSAULT)	CLOSED/CLEARED	ADULT	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015005920	05/21/2015	22:40	ASSAULT, 2ND DEGREE (SIMPLE ASSAULT)	CLOSED/CLEARED	JUVENILE	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015006054	05/26/2015	00:41	DRIVING ON SUSPENDED LIC AND PRIV	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015006194	05/29/2015	15:46	PEACE ORDER, FAIL TO COMPLY	CLOSED/CLEARED	ADULT	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015006194	05/29/2015	15:46	PEACE ORDER, FAIL TO COMPLY	CLOSED/CLEARED	ADULT	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015006222	05/30/2015	02:04	DRIVING VEH ON HWY W/O CURRENT PLATES	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST
2015006259	05/30/2015	22:43	DRIVING VEH. WHILE UNDER INFLUENCE OF ALCOHOL (DWI)	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST
2015006261	05/31/2015	01:15	CDS, POSSESSION OF MARIJUANA	CLOSED/CLEARED	JUVENILE	JACQUELYN DRUKTENIS	CLEARED BY ARREST

**Total Number of Arrests: 14**



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

<b>Call Type</b>	<b>Counts</b>
ABANDONED / UNATTENDED VEHICLE	2
ANIMAL COMPLAINTS	2
ASSAULT - OCCURED EARLIER	1
ASSAULT - REPORT ONLY	2
ASSAULT IN PROGRESS - ALERT TONE	5
ASSAULT WITH INJURY	5
ASSIST FIRE DEPARTMENT	11
ASSIST OTHER AGENCY - SPECIFY	1
ASSIST OTHER PD (SHERIFF)	10
ATTEMPT TO LOCATE - ADD TO LOOKOUT FILE	6
BANK ALARM	1
CHILD / JUVENILE ABUSE	1
COMMERCIAL	2
COMMERCIAL HOLD UP ALARM - ALERT TONE	2
COURT - BPD	9
COURT PAPERWORK	2
DESTRUCTION OF PROPERTY / VANDALISM	8
DISABLED VEHICLE	2
DISCHARGING FIRE ARM - FCPD SEND TWO CARS	1
DISTURBANCE - ALL GATHERINGS	13
DOMESTIC	6
DOMESTIC IN PROGRESS - ALERT TONE	3
EMERGENCY EVALUATION	8
ESCORT (MSP)	1
EVICITION	1
EXTRA DUTY	2
FIREWORKS COMPLAINT	1
FOLLOW UP - ALL TYPES	55
FOUND PROPERTY	1
FRAUD	4
FUNERAL ESCORT	1
HARRASSMENT	5



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

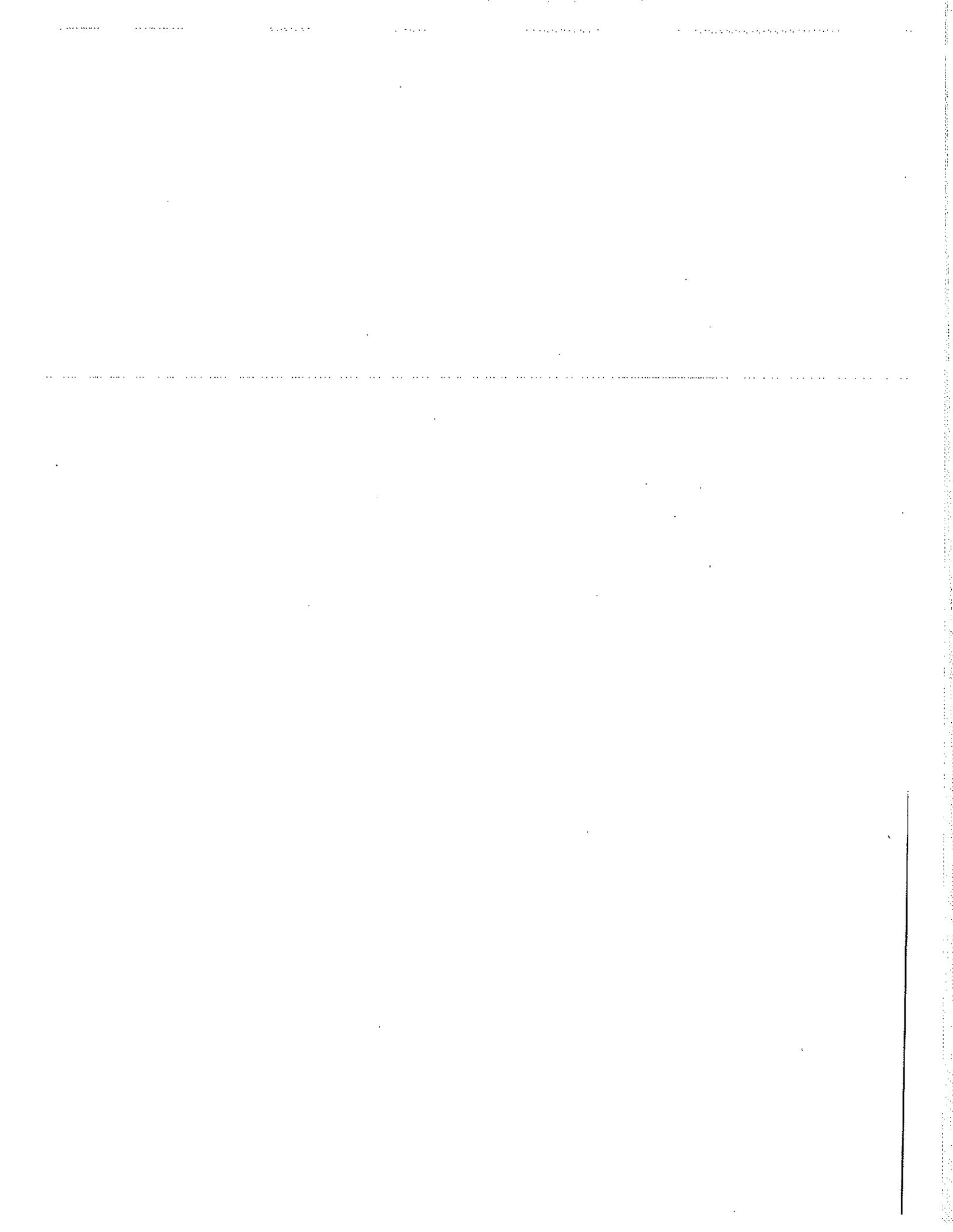
<b>Call Type</b>	<b>Counts</b>
HIT AND RUN PROPERTY DAMAGE	2
JUVENILE COMPLAINT	1
LOITERING	1
MENTAL PERSON	3
MISSING PERSON	6
MUNICIPAL INFRACTION	3
NARCOTICS - FCPD SEND TWO CARS	5
NOISE COMPLAINT	3
NOTIFICATIONS	3
OPEN DOOR	1
OPEN OR 911 HANG-UP	24
OVERDOSE - SEND AMBULANCE	2
PARKING VIOLATIONS	22
PATROL CHECK (BRUNSWICK)	544
PERSONAL INJURY ACCIDENT	1
POLICE INFORMATION	3
POLICE TRAINING / EDUCATION	10
PROPERTY DAMAGE ACCIDENT	4
RELAY OR 10-5	3
REPO / TOW AWAY	1
REQUEST OFFICER	117
RESIDENTIAL	12
RESIDENTIAL BURGLARY - REPORT ONLY	2
ROADWAY HAZARD	3
SCHOOL	1
SELECTIVE ENFORCEMENT TRAFFIC OR SPEED	35
SOLICITING	1
SPECIAL ASSIGNMENTS	19
SUBJECT STOP	1
SUICIDE - ATTEMPTED ALSO	4
SUMMONS SERVICE (BPD)	2
SUSPICIOUS ACTIVITY / VEHICLE OR PERSON	5
SUSPICIOUS PERSON	5



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

<b>Call Type</b>	<b>Counts</b>
SUSPICIOUS VEHICLE	13
TALKS / CRIME PREVENTION / COMMUNITY RELATIONS	8
THEFT / STOLEN / SHOPLIFTING - EXCEPT VEHICLE	10
TRAFFIC COMPLAINT/ ALSO TRAFFIC DETAIL	5
TRESPASSING	4
VEHICLE	1
VEHICLE STOP (BRUNSWICK)	66
VERBAL DISPUTE - NON DOMESTIC	3
WALKING PATROL	65
WARRANT SERVICE (BPD)	2
WEAPONS VIOLATIONS - FCPD SEND TWO CARS	2
WELFARE CHECKS	18

**Total Number of Calls: 1,220**



## **WATER PLANT PROJECTS & MAINTENANCE –May 2015**

- 1) Tested all chlorine gas detectors
- 2) Calibrated all chemical feeders
- 3) Received deliveries of Caustic Soda, Sulfuric Acid and Del-pac 20/20
- 4) Changed packing in # 1 Finished water pump
- 5) Flushed Fire hydrants
- 6) Drained and cleaned the springs and assisted public works in installing Support beams in the lower spring house
- 7) Drained and cleaned the finished water clear well
- 8) Replaced all finished water sample lines
- 9) Sealed the leaking sky light at the intake
- 10) Replaced packing in the Raw water pumps
- 11) Drained and cleaned the Del-pac storage tank
- 12) Drained and cleaned #1 sedimentation basin
- 13) Divers from Costal Marine cleaned around the intake screen in the river and cleaned the Raw water wet well
- 14) Drained and cleaned # 2 sedimentation basin
- 15) Hach preformed quarterly service on all 1720E turbidimeters and the surface scatter 6



# THE CITY OF BRUNSWICK MARYLAND

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

## **May Planning/Code Staff Report** **Mayor and Council 6-9-2015**

### **Planning**

- Staff working with County to finalize improvement plans for Gums Springs Estates.
- Staff worked with Contractors on several homes under construction.
- Staff worked with economic development coordinator on events and business development.
- Staff met with contractor on the Train Station restoration project to start process.
- Staff continued working with Ryan Homes at Brunswick Crossing.
- Staff working with public works on several drainage issues.
- Staff working on the Annual report for the NPDES as a requirement for the MS4 Phase II stormwater program for MDE.
- 25 Zoning Certificates issued May
- 4 U&O's issued April
- BoA did not meet in May and has no meeting scheduled for June.
- Planning Commission did not meet in May there is no meeting scheduled for June.

### **GIS**

- Assisted public with property data.
- Import County data.
- Georeferencing Brunswick Crossing Section Map and plats.
- Brunswick Crossing road updates.
- Updating IPC GIS mapping data.
- Loaded updates for ESRI ArcMap 10.3.1
- Installed AutoCAD 2008 for Georeferencing plats.
- Updated land use mapping.
- Updated Zoning Violation Database.

**ZC Log 2015**

<b>ZC #</b>	<b>Tax ID #</b>	<b>Date Approved</b>	<b>Parcel #</b>	<b>Name of Owner/Applicant</b>	<b>Street #</b>	<b>Street Address</b>	<b>Improvement/Use</b>
56	25-480449	5-1-15	1882	Dawn Leatherman	122	7th Ave	Wall
57	25-469321	5-4-15	1706	Eric Knowles	401	Ninth Ave	Deck
58	25-463803	5-4-15	473	Sustainable Brunswick	101	S Maple	Boneyard Event
59	25-466829	5-6-15	1902	Claire Wisch	901	E. A St	Fence
60	25-489187	5-6-15	311	Dennis Dreyfus/Vivant	2	Jeffrey Ln	Solar Panels
61	25-483510	5-7-15	1115	Heather Busard	48	E.B	Yard Sale signs
62	25-463439	5-12-15	1398	Jonathan Carothers	1011	2nd Ave	Fence
63	25-486218	5-13-15	1493	Gary Barrett	314	E D St.	Demo/Patio
64	25-483243	5-13-15	134	Gideon Properties LLC	9	Concord Dr.	Basement Reno
65	25-474783	5-14-15	42	Susan Hoffman	208	Tamarack Way	Yard Sale
66	25-480333	5-14-15	1656	Donna Hartzell	816	Sixth Ave	Home Occ/Res Prof Office
67	25-467833	5-18-15	425	Dianne White	505	Walnut St	Yard Sale
68	25-469712	5-19-15	1691	Clement Vassuer/Green Brilliance LLC	504	Gum Springs RD	Solar Panel
69	25-591206	5-20-15	15 RR	Ryan Homes	1289	Drydock St.	Villa TH
70	25-591207	5-20-15	16 RR	Ryan Homes	1287	Drydock St.	Villa TH
71	25-591208	5-20-15	17 RR	Ryan Homes	1285	Drydock St.	Villa TH
72	25-589905	5-21-15	9KK	Adam Newhart	1144	Dargon Quarry Ln	Finish Basement
73	25-589902	5-21-15	95FF	Roger Ford/Jennifer Hammen	1133	Dargon Quarry ln	Deck
74	25-589897	5-21-15	90 FF	Miquel Sitjar	1143	Dargon Quarry Ln	Fence
75	25-478541	5-22-15	290	Lillian Anderson	25	W Orndorff	Fence/Shed
76	25-469909	5-27-15	5	Michael Simpson	202	Cummings Dr.	Solar Panels
77	25-480260	5-28-15	1790	Caldwell Banker/Allegany Wrecking	906	E. C St.	Demolition
78	25-589907	5-28-15	29	James Devinney	1140	Dargon Quarry Ln	Basement Reno

**ZC Log 2015**

<b>ZC #</b>	<b>Tax ID #</b>	<b>Date Approved</b>	<b>Parcel #</b>	<b>Name of Owner/Applicant</b>	<b>Street #</b>	<b>Street Address</b>	<b>Improvement/Use</b>
79	25-487087	5-28-15	417	Eric&Susan O'Neill/Solar City	825	Brunswick St	Solar Panels
80	25-492005	5-29-15	13 JJ	Dan Pawlowski	1308	Yourtee Springs	Steps

**U&O Log 2015**

<b>Item #</b>	<b>U&amp;O #</b>	<b>Receipt Date</b>	<b>Street #</b>	<b>Street Address</b>	<b>Zoning Certificate #</b>	<b>AP #</b>	<b>Issuance Date</b>
18	15-18	5-1-15	10	W Potomac	Keystone Remodeling	129820	5-1-15
19	15-19	5-6-15	1137	Potomac View Pkwy	SFD AH	126835	5-6-15
20	15-20	5-19-15	123	Ninth Ave	SFD Eric Moore	127036	5-21-15
21	15-21	5-22-15	100	S. Maple Ave	CSX/Abuck	107921	5-22-15

**MONTHLY CODE ENFORCEMENT REPORT**

<b>Violations</b>	<b>May 2015</b>	<b>YTD January - May 2015</b>	<b>Past January - May 2014</b>
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**WARNINGS**

Vehicles/ Vehicle repair	1/0	8/1	13/0
Property trash/ Unsec.	7/0	26/0	31/10
Property Repair/Property	0/0	1/6	0/1
Overgrowth /Unsanitary	16/2	21/2	25/0
Vac. prop.trash/ Unsec.vac	0/0	4/3	5/0
S.walk repair/ S.Walk Trash	0/0	2/0	1/2
Littering	2	2	3
Vacant Overgrowth	11	16	17
Animal Waste / Snow and	0/0	0/272	3/119
Livestock	1	3	0
Trash Cans /Signs	0/0	3/3	1/5
<b>Warning Totals</b>	<b>40</b>	<b>374</b>	<b>263</b>

**CITATIONS**

Vehicles/ Vehicle repair	0/0	0/0	4/0
Property trash/ Unsec.	0/0	2/0	2/2
Property Repair/ Property	0/0	2/1	0/0
Overgrowth/ Unsanitary	0/0	1/1	0/0
Vac. prop. trash,/ Unsec.	0/1	0/6	0/0
S walk repair/ S walk trash	5/0	5/0	0/0
Littering	0	0	0
Vacant Overgrowth	2	2	2
Animal Waste/ Snow and	0/0	0/4	0/13
Livestock	0	0	0
Trash Cans	0	0	0
Signs	0	1	0
<b>Citation Totals</b>	<b>8</b>	<b>25</b>	<b>23</b>
<b>Complaints</b>	<b>8</b>	<b>23</b>	<b>33</b>

**Mayor & Council Meeting  
Consent Agenda Item Summary  
June 9, 2015**

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

- **Item # 7a – Purchase Approvals – Water, Waste Water, and Public Works Departments**

The following PO's all meet the \$10,000 threshold requiring Council approval:

- Flow Tech (WWTP) \$13,040 – to purchase UV lamp, bulbs, and spare parts
- Hawthorne – Seuing Inc. (WWTP) \$10,793 – to purchase parts for sludge conveyor
- HACH (WTP) \$11,117 – 2016 replacement and service work on HACH equipment
- LB Water (PW) \$12,903.08 – work associated with Yourtee Springs water line replacement

Staff recommends approval of all purchase orders.

- **Item #7b – C&O Canal Scenic Byway Sign Post Information & Maintenance Agreement**

The City is being asked to complete this Memorandum of Understanding with the State Highway Administration regarding roadside signage on SHA designated “Scenic Byways”. Staff recommends approval.

- **Item #7c – Master Plan Amendment – Heritage Area Management Entity**

The City is being asked to support an amendment to the Heart of the Civil War Heritage Area Management Plan to designate the “Heart of the Civil War Heritage Area, Inc.” as the Heritage Area Management Entity. This amendment replaces the Tourism Council of Frederick County, Inc. as the Management Entity. Staff recommends approval.

**CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716**

**PURCHASE ORDER**

VENDOR:

Flow Tech

DATE: 5-18-15

P.O. NO.: WW120

SHIP TO:

WWTP

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
20	WEDECO UV LAMP - 76-6102394			\$ 4816.00
20	WEDECO UV QUARTZ SLEEVE 76-033309			\$ 5516
56	WEDECO UV WIPER - 76-038720			\$ 1232
				<hr/>
				\$ 11,564
4	WEDECO UV LAMPS 76-610-2394			688.00
4	WEDECO UV QUARTZ SLEEVE - 76-033309			788.00

SPARE PARTS

WWTP. 60-533-12-8109

RECEIVED  
MAY 18 2015

SHIPPING

TOTAL

Approved by:

*Kami Jone*  
*Patricia Hoffler*

~~\$12,052.00~~  
\$ 13,040.00

Quotation  
From:



10940 Beaver Dam Road  
Hunt Valley, MD 21030  
PH: (410) 666-3200  
FAX: (410) 666-3631

Email: sales@flowtechonline.com  
Web: [www.flowtechonline.com](http://www.flowtechonline.com)

To Patrick/ Town of Brunswick, MD	Total Pages 1
From John Tupps	Quote # QN1405A027C
Subject UV lamp replacement	Date 5/15/2015

We are pleased to quote to you the following instrumentation. If you have any questions, please feel free to give me a call.

ITEM	QTY	DESCRIPTION	PRICE EA	AMOUNT
1	28	Wedeco UV lamp 76-6102394	\$172	\$4816
2	28	Wedeco UV Quartz sleeve 76-033309	\$197	\$5516
3	56	Wedeco UV Wiper holder 76-038720	\$22	\$1232
		TOTAL		\$11,564
SPARE'S	4	PLUS WEDECO UV LAMPS 76-6102394	\$172.00	688.00
	4	WEDECO UV QUARTZ SLEEVE 76-033309	\$197.00	788.00
Freight charges are not included. Estimate \$120 freight				
NOTE: Labor and travel expenses are not included in this price if you want us to change out the lamps, sleeves and wipers add \$1200. This price includes travel and expenses				

SHA TRD

\$12,252.00

Terms: Net 30 with Approval  
Via: /Best Way  
FOB: Factory  
Delivery: 2-3 weeks aro  
Quoted by John Tupps  
This Quote Valid for 60 Days

Please address all Correspondence  
and/or Purchase Orders to:  
  
Flow-Tech, Inc.



10940 Beaver Dam Road  
 Hunt Valley, MD 21030  
 Ph: (410) 666-3200

RECEIVED  
 MAY 29 2015

BY: .....

# INVOICE

DATE	INVOICE #
5/28/2015	18517

<b>BILL TO</b>
City of Brunswick Attn: City Administrator/City Hall 1 W. Potomac Street Brunswick, MD 21716

<b>SHIP TO</b>
City of Brunswick 1 W. Potomac Street Brunswick, MD 21716

P.O. NUMBER	TERMS	SHIP DATE	VIA	TRACK NUM.	F.O.B.
WW120	Net 30	5/28/2015	UPS Ground		Origin

ITEM NUM.	QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	32	WEDECO UV Lamp - P/N: 76-6102394	172.00	5,504.00
	32	WEDECO UV Quartz Sleeve - P/N: 76-033309	197.00	6,304.00
	56	WEDECO UV Wiper Holder - P/N: 76-038720	22.00	1,232.00
	1	Shipping & Handling	120.00	120.00

Thank you for your business Order completed.	<b>Sales Tax</b>	\$0.00
NET 30 DAYS: LATE FEE CHARGED AT THE RATE OF 1-1/2% PER MONTH (18% PER YEAR)	<b>Total</b>	\$13,160.00
Contact: Allison Schiding E-mail: <a href="mailto:aschiding@flowtechonline.com">aschiding@flowtechonline.com</a> Website: <a href="http://www.flowtechonline.com">www.flowtechonline.com</a> Flow-Tech's DUNS # 17-528-1013	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$13,160.00

CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716

**PURCHASE ORDER**

VENDOR:

HAWTHORNE-SEWING INC.

DATE: 5-21-15

P.O. NO.: WW-123

SHIP TO:

WWTP

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
	PARTS FOR SLUDGE CONVEYOR			\$10,793.00

WWTP, Acc # 60-533-17-0010

RECEIVED  
MAY 21 2015

BY: .....

Karin Fore

SHIPPING

TOTAL

Approved by:

Pat Hoffke

\$ 10,793.00



**HAWTHORNE-SEVING, INC.**  
 320 W. Main St.  
 Beaverdam, OH 45808  
 Phone: (419) 643-5531  
 Fax: (419) 643-4762

# PARTS QUOTATION

## 2013-10-16-1T-R1

To:

**CITY OF BRUNSWICK**

1 West Potomac Street  
 Brunswick, MD 21716

ATTN: Patrick Hoffmaster

Phone: 301-834-7671

email: wtp@brunswickmd.gov

Date:	May 19, 2015
DRAWING #:	1273
Ship To:	
<b>CITY OF BRUNSWICK</b>	
1 West Potomac Street	
Brunswick, MD 21716	

REQUESTED BY	WHEN SHIP	SHRVA	RO. POINT	TERMS	UNIT PRICE	TOTAL
P. Hoffmaster	2 WEEKS	BEST WAY	FACTORY	NET 30 DAYS		
QTY	QTY	STOCK NO./DESCRIPTION				
1	1	1273-101	16" X 20" HEAD DRUM PULLEY - LAGGED WITH BUSHINGS		\$1,334.00	\$1,334.00
2	1	1273-103	12" X 20" TAIL DRUM PULLEY - NO LAGGING WITH BUSHINGS		\$492.00	\$492.00
3	6	1273-105	20 DEG. TROUGHING IDLER FOR 18" BELT		\$318.00	\$1,908.00
4	3	1273-106	RETURN IDLER FOR 18" BELT		\$132.00	\$396.00
5	1	1273-107	BELT SCRAPER ASSEMBLY		\$750.00	\$750.00
6	1	1273-201	1HP MOTOR		\$640.00	\$640.00
7	1	1273-202	REDUCER WITH BUSHING, TORQUE ARM MOTOR MOUNT & GUARD		\$3,295.00	\$3,295.00
8	1	1273-207	BELTS, SHEAVES AND BUSHINGS		\$390.00	\$390.00
9	1	1273-212	18" RUBBER COVERED BELT		\$540.00	\$540.00
10	1	1273-213	SPLICE KIT WITH TOOLS & TEMPLATE		\$230.00	\$230.00
11	2	1273-214	1 15/16" HEAD BEARING		\$297.00	\$594.00
12	2	1273-216	1 7/16" TAIL BEARING		\$112.00	\$224.00
13						
14						
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26						
27						
28						
29						
30						
<b>TOTAL U.S. Dollars -----</b>						<b>\$10,793.00</b>

Seller agrees to indemnify and hold harmless, furnish defense and pay defense costs of the Buyer for claims for bodily injury and for property damage from buyer's customers or others, which are in any way related to defects in design of products purchased under this agreement.

1. Please send (1) copy of your invoice
2. Order is to be entered in accordance with prices, delivery and specifications shown above.
3. Notify us immediately if you are unable to ship as specified.

*Patrick Hoffmaster*

Thomas L. Downey

AUTHORIZED BY

*Elie Sowa due to cannot conveyor.*

*oh*

*[Signature]*

*ww123*



HAWTHORNE-SEVING, INC.

320 W. Main St.

Beaverdam, OH 45808

Phone: (419) 643-5531

Fax: (419) 643-4762

## PARTS QUOTATION

### 2013-10-16-1T-R1

#### NOTES:

1. Price above is FOB Beaverdam, Ohio, subject to HSI standard terms and conditions, and does not include sales tax. Sales tax will be added at applicable rate unless a certificate of exemption is received.
2. Terms of payment - net thirty (30) days. Service charge will be added at a rate of 1-1/2% per month on overdue balance.
3. Quotation is valid for thirty (30) days for equipment fabricated of carbon steel. Prices for equipment fabricated of stainless steel are subject to change at any time without notice and will be based on our cost when the material is purchased.
4. Delivery - As stated on main quotation sheet.
5. Prices are firm through quoted delivery only. Any delay in schedule by buyer will be subject to a review of our costs and any cost increases will be passed on to the buyer.
6. Seller will not be liable for deterioration of equipment caused by corrosiveness, abrasiveness, oiliness, temperature or other product characteristics.
7. Price does not include the following:
  - a) Crating or other special packaging or weather proofing.
  - b) Freight
  - c) Documentation, except approval drawings and packing list.

CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716

**PURCHASE ORDER**

VENDOR:

HACH

DATE: 5-18-15

P.O. NO.: 01-166

SHIP TO:

WTP

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
	REPLACEMENT + SERVICE WORK PMS ON WATER PLANT			
	HACH EQUIPMENT FOR 2016 Budget year			\$11,119.00

WTP Acc't

20-532-12-6112

RECEIVED  
MAY 18 2015

SHIPPING

TOTAL

\$11,119.00

Approved by:

*Kan Jae*  
*Patricia Helter*



**HACH SERVICE PARTNERSHIP  
QUOTATION**

Page : 1 of 3  
Partnership Number : HACH127758

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**WebSite:** [www.hach.com](http://www.hach.com)

**Remittance**  
2207 Collections Center Dr  
Chicago, IL 60693

**Purchase Orders**

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

*FOR 2016 Budget  
THIS NEEDS TO BE SENT TO HACH  
BEFORE July 1, 2015,  
Patrick Hoffmaster*



**Partnership Number :** HACH127758

**Quotation Date :** 14-MAR-15

**Hach Company Contact :** Looney, Heather C

**Service Partnership Phone :**

**Expiration Date :** 13-MAY-15

**Service Partnership Email :** hlooney@hach.com

**Customer Ref :** Renewal Quote  
**Customer Phone :** 301-834-7671

**Customer Fax :** 301-834-6473

**Customer Contact :** HOFFMASTER, PATRICK  
**Customer Email :** wtp@brunswickmd.gov

**Bill-To Account # 024885**

**Ship-To Account # 024885**

**Customer Name** CITY OF BRUNSWICK  
**Address4**  
**Address1** 1 WEST POTOMAC ST  
**Address2**  
**Address3**  
**City,State, PostalCode** BRUNSWICK-MD-21716  
**Province/ Country** US

**Customer Name** CITY OF BRUNSWICK  
**Address4** WTP  
**Address1** 308 E POTOMAC ST  
**Address2**  
**Address3**  
**City,State, Postalcode** BRUNSWICK-MD-21716-1136  
**Province/ Country** US

**Payment Terms:** Net 30  
**Billing Method:** Annually  
**Currency:** USD

Line	Service Name	Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17		01-AUG-15	31-JUL-16	Fld Svc-2V CL17 Cl(current)	\$7,182.00
	1.1	5440000			CL17 FINAL ASSEMBLY W/KITS ; 050600013119	
	1.2	5440000			CL17 FINAL ASSEMBLY W/KITS ; 071100020666	
	1.3	5440000			CL17 FINAL ASSEMBLY W/KITS ; 071100020670	
	1.4	5440000			CL17 FINAL ASSEMBLY W/KITS ; 081000127357	
	1.5	5440000			CL17 FINAL ASSEMBLY W/KITS ; 050600013123	
	1.6	5440000			CL17 FINAL ASSEMBLY W/KITS ; 120700449450	
	1.7	5440000			CL17 FINAL ASSEMBLY W/KITS ; 120100428712	
2	FSP2100N		01-AUG-15	31-JUL-16	Fld Svc-1V 2100N Turb	\$342.00
	2.1	4700000			2100N LAB TURB, EPA 1821 ; 06050C021194	
3	BSPDR800		01-AUG-15	31-JUL-16	Bnch Svc-DR/800 Series	\$141.00

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 2 of 3 Partnership Number : HACH127758
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

3.1	4847000				oo DR/890 COLORIMETER, HACH ; 051190C57217	
4	BSPSESION 4.1	5175000	01-AUG-15	31-JUL-16	Bnch Svc-SensION All oo SENSION3 LAB PH METER 115V ; 05110C930259	\$107.00
5	FSPSS7 5.1	LPV431.99.00002	01-AUG-15	31-JUL-16	Fid Svc-2V Surface Scatter 7 SS7 HACH SENSOR ASSY ; 121100458876	\$761.00
6	FSP1720E 6.1	LPV417.99.00002	01-AUG-15	31-JUL-16	Fid Svc-4V 1720E Turb Sensor 1720E LR TURBIDITY SENSOR, HACH ; 120508208595	\$2,584.00
	6.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 120508208596	
	6.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 120508208615	
	6.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 120508208618	
7	HACH PM 4 VISIT 7.1	FIELD CONTRACT SITE	01-AUG-15	31-JUL-16	4 ON SITE VISITS Field Service Contract site visit ; HACH127758	\$0.00

**Sub Total :** \$11,117.00  
**Tax:** \$0.00  
**Total :** \$11,117.00

**Partnership Notes :**

Confirmation of type of payment is due at the time of partnership activation.

For immediate assistance, contact our exclusive partnership technical support group at 1-866-902-HACH (4224). Please reference your partnership agreement number when calling in.

To schedule onsite visits, please contact the service dispatch team by phone at 800-227-4224 x 6179 or by email at [dispatch@hach.com](mailto:dispatch@hach.com).  
\*\*\*\*\*

If I can be of any further assistance please contact me at 800-227-4224 x 6420 or you can email me at [hlooney@hach.com](mailto:hlooney@hach.com), or fax at 970-619-5784.

Thank you for your business,  
Heather Looney  
Service Partnership Renewal Team

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

**Customer Name :** CITY OF BRUNSWICK

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 3 of 3 Partnership Number : HACH127758
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

Customer P.O. Number : 01-16 W

Customer Reference Number : \_\_\_\_\_

CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716

PURCHASE ORDER

VENDOR: *LB Water*

DATE: *6-3-15*

P.O. NO.: *PW-4361*

SHIP TO: *PW*

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

*Yountee*

*20-532-12-8006*

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
----------	-------------	------	-------	-------

*see attachment*

RECEIVED  
JUN 03 2015

*Emergency Purchase  
811 Water line break*

*[Signature]*

SHIPPING *N/A*

TOTAL *\$12,903.08*

Approved by: *John Gerstner*



PROPOSAL

Page email  
Quote # 2055348

L/B WATER SERVICE INC.  
427 SKELLY ROAD  
CHAMBERSBURG, PA 17202-0000  
Phone: (717)264-8445  
Fax : (717)264-9075

Proposal submitted to: 033872  
City of Brunswick  
Attn: Accounts Payable  
1 West Potomac Street  
Brunswick, MD 21716  
Phone: ( ) -  
Contact: John

Job Name: Yortie Springs 12"  
Job Location:  
Quote Date: 05/28/15  
Expiration Date: 06/26/15  
Quoted By: TREVOR

Qty	Item	Description	U/M	Quote Price	Total Price
180	12-DR18	12" X 20' DR18 PVC PIPE AWWA C900-07 235 PSI J/M EAGLE	FT	16.12	2901.60
2	12-25051OL-L	12" MJ GATE VALVE OPEN LEFT #2512-1 AWWA C515 2" SQ NUT 250 PSI L/ACC	EA	1913.46	3826.92
4	C12MJ45-L	12" MJ 45 BEND SSB DI CL 350 AWWA C153 C/L L/ACC 072928	EA	350.17	1400.68
2	12FA-BC	12" FOSTER ADAPTOR W/MJ ACCESSORY KIT	EA	209.94	419.88
1	C12X8MJRED-L	12" X 8" MJ REDUCER SSB DI CL 350 AWWA C153 C/L L/ACC 077787	EA	224.41	224.41
1	C12X10MJRED-L	12" X 10" MJ REDUCER SSB DI CL 350 AWWA C153 C/L L/ACC 077800	EA	214.55	214.55
1	10FA-BC	10" FOSTER ADAPTOR W/MJ ACCESSORY KIT	EA	203.94	203.94
1	C10X8MJRED-L	10" X 8" MJ REDUCER SSB DI CL 350 AWWA C153 C/L L/ACC 077725	EA	136.45	136.45
10	UFR1500-CA-12-U	12" CIRCLE-LOCK RETAINER GLAND FOR C900 C905, C909 PVC W/ACC/MJ GSKT/EPOXY	EA	120.08	1200.80
2	UFR1500-CA-8-U	8" CIRCLE-LOCK RETAINER GLAND FOR C900 C905, C909 PVC W/ACC/MJ GSKT/EPOXY	EA	65.62	131.24
1	8-25051OL-L	8" MJ GATE VALVE OPEN LEFT #2508-1 AWWA C515 2" SQ NUT 250 PSI L/ACC	EA	1166.74	1166.74
2	UFR1400-DA-8-U	8" WEDGE ACTION RESTRAINT GLAND KIT W/ACC FOR DI PIPE USA	EA	60.16	120.32
3	668-S	2PC CI VALVE BOX SCREW TYPE 63-83" EXT (144953) & (145026) & (145059) & (145325)	EA	271.61	814.83
2	60	24" CI VALVE BOX EXTENSION SCREW TYPE 5-1/4" SHAFT 145059	EA	70.36	140.72

FEDERAL NO LEAD BRASS LAW  
EFFECTIVE JANUARY 1, 2014

Please be advised that the Federal Government has passed a law prohibiting the sales and/or installation of any brass product containing more than 0.25% lead to be used in any potable water system. L/B Water Service, Inc. is in the process of inventorying brass products to meet this federal mandate. Due to material and manufacturing changes necessary to produce products that comply with the new law, these new no lead brass components will carry a 30% to 40% price increase. Please be sure to notify us of any brass items on this quotation that will be installed after January 1, 2014, so that we can quote you the proper products. You will be able to identify the no lead products by the (NL) markings on all brass products and the (No Lead) in our product descriptions.

L/B Water Service, Inc. will not be able to accept any returns on brass products that contain more than 0.25% lead.

Extended Quote \$\$ 12903.08

PROVISIONS OF SALE OFFER

1. EXPIRATION. This offer expires 06/26/15 and may be revoked prior to expiration unless accepted.

2. TAXES. Any taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, or consumption of any of the Goods covered hereby, including taxes upon or measured by the receipts from the sale thereof, are not included in the Aggregate Price and shall be for the account of Buyer, who shall pay the amount thereof to Seller on demand or furnish satisfactory proof of exemption.

3. DELIVERY TERMS. The place for delivery of the Goods is ;

The cost of transportation of the Goods to the place for their delivery shall be borne by Seller within a reasonable time after acceptance of the offer. Seller may elect to deliver the Goods in lots.

4. PAYMENT TERMS. Payment terms are as follows : NET 30

Thereafter, a service charge of 1.5% of the unpaid principle balance of Buyer's account will be added to such account monthly until the account is paid in full.

## Scenic Byways Signing

### MEMORANDUM OF UNDERSTANDING FOR MAINTENANCE RESPONSIBILITIES ALONG SCENIC BYWAYS IN CITY OF BRUNSWICK

By and Between  
Mayor and Council of Brunswick

And  
Maryland State Highway Administration

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, executed in duplicate, made and entered into this 8<sup>th</sup> day of March, in the year 2013, by and between the Mayor and Council of Brunswick, a political subdivision of the State of Maryland, hereinafter called the “**City**” and Maryland State Highway Administration, Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called “**SHA**”.

#### RECITALS

**WHEREAS**, the SHA desires that the City installs and SHA maintains certain signs along City roads designated as State Scenic Byways, hereinafter called “Scenic Byway Signing”, and

**WHEREAS**, SHA and the City agree that the Scenic Byway Signing will be a benefit to all parties of the MOU and will promote the economic development, safety, health and general welfare of the citizens of the City and the State.

**NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH**, that for and in consideration of the mutual premises, by each of the parties unto the other, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, be it understood that SHA and the City do hereby agree as follows:

#### **I. RECITALS**

The RECITALS are hereby made a part of this MOU.

#### **II. PROJECT DESCRIPTION**

The City will install Scenic Byway Signing along City roads designated as State Scenic Byways. SHA will maintain the Scenic Byway Signing installed by the City.

### III. CITY'S ROLES AND RESPONSIBILITIES

- A. City will cooperate with SHA in identifying appropriate locations for Scenic Byway Signing.
- B. City will install all signs in a good and workmanlike manner and at no expense to SHA.

### IV. SHA'S ROLES AND RESPONSIBILITIES

- A. SHA will provide necessary signs to the City.
- B. SHA will maintain signs installed by the City in accordance with the guidelines containing in the Project Maintenance Checklist, which is marked "Exhibit A" and is attached hereto and made a part hereof.

### V. TERM OF MOU

This MOU shall become effective on the date on which it is signed by all parties and shall remain in full force and effect for a period of 10 years, unless otherwise terminated in accordance with this MOU ("**Term**"). The Term of this MOU may be extended by the agreement of all the agencies signing the MOU.

### VI. TERMINATION

Either party may terminate this MOU with written notice given 90 days in advance to the other party.

### VII. GENERAL PROVISIONS

- A. Cooperation. The Parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- B. Parties Held Harmless. **Recognizing that the City and SHA are governmental bodies and, as such, are subject to limitations on the indemnity that each can legally provide,** City agrees, to the fullest extent permitted by law, to indemnify and save harmless and defend the SHA and all of its employees, officials, and representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed by SHA on the Projects under this MOU, either by SHA or any subcontractor to SHA, or the subcontractor's employees, agents, or representatives. This is not to be deemed as a waiver of any immunity

which may exist in any action. Should disagreements arise as to the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to a higher official in each agency for appropriate resolution.

- C. Resolution of Disagreements. Should disagreements arise as to the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to a higher official in each agency for appropriate resolution.
- D. Failure to Maintain. If the SHA fails to provide the required maintenance activities referenced within **Exhibit A**, the City shall notify in writing to the SHA that it is in default and that the sign(s) should be removed. The SHA shall have thirty (30) days to respond to this notification. If no response is received at the end of the 30-day period, the City shall remove the sign(s).
- E. No Third Party Beneficiaries. This MOU does not and is not intended to create any rights or benefits for any third party. No third party shall have any legally enforceable rights or benefits under this MOU.
- F. Amendments. This MOU constitutes the entire agreement between the parties. Any amendment to the MOU must first be approved in writing by all the parties signing the MOU, subject to any additional approval required by Maryland law.
- G. Maryland Law Prevails. This MOU shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- H. Authority. Each party to this MOU acknowledges and agrees that it has the full right, power, and authority to execute this MOU, and to perform the obligations hereunder. This MOU shall inure to and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their proper and duly authorized officers, on the day and year first above written.

**STATE HIGHWAY  
ADMINISTRATION**

**WITNESS:**

\_\_\_\_\_

BY: \_\_\_\_\_

Sonal Sanghavi

Director

Office of Environmental Design

**Mayor and Council of Brunswick**

**WITNESS:**

\_\_\_\_\_

BY: \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit A

### Project Maintenance Checklist

#### *Introduction*

The Maryland State Highway Administration (SHA) has developed a Project Maintenance Checklist for the **Scenic Byways Signing** that provides post-construction maintenance required for Scenic Byways Signs.

The types of maintenance activities to be executed by the SHA and City include but are not limited to:

- SHA will drive byway on annual basis to inspect condition of each sign(s) on City right of way.
- If sign is in need of maintenance (i.e.: crooked) or replacement (i.e.: paint faded, damaged), SHA will fabricate and deliver to specified location for City to install. The Scenic Byway Sign Location Plans will be used by the City and SHA to communicate the type and location of the sign to be repaired or replaced.
- If City identifies a problem with a Scenic Byways Sign, City will notify SHA to initiate previous step. The Scenic Byway Sign Location Plans will be used by the City and SHA to communicate the type and location of the sign to be repaired or replaced.

#### *Purpose*

This document, along with a signed Memorandum of Understanding (MOU), is designed to provide the maintenance responsibilities and guidelines for SHA for Scenic Byways Signs on local roads. This document will insure that the improvements are maintained after construction and acceptance as envisioned by the design.

It is expected that this document will be attached to the signed MOU as **Exhibit A** and will be filed with the Mayor and Council of Brunswick and in the applicable SHA offices. Long term, it is expected that this document will be amended as items or issues arise on projects.



THE  
CITY OF BRUNSWICK  
MARYLAND

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

Maryland Heritage Areas Authority  
c/o Richard Hughes, Administrator  
Maryland Historical Trust  
100 Community Place  
Crownsville, MD 21032-2023

RE: City of Brunswick letter approving the Amendment of the Heart of the Civil War Heritage Area Management Plan to designate the "Heart of the Civil War Heritage Area, Inc." as the Heritage Area Management Entity.

Maryland Heritage Areas Authority:

The Tourism Council of Frederick County, Inc., the current management entity for the Heart of the Civil War Heritage Area (the "Heritage Area"), along with other Heritage Area partners, has proposed an amendment to the management plan for the Heritage Area dated October 1, 2005, and approved by MHAA in 2006 (the "Management Plan") to replace the current management entity with the newly formed Maryland 501(c)3 non-profit corporation, Heart of the Civil War Heritage Area, Inc. (the "Amendment"). The Tourism Council of Frederick County, Inc. and the other Heritage Area partners believe that this Amendment will improve the capability of the new management entity to implement and manage the Heritage Area, and most effectively foster the goal of operating as a broad-based collaboration of regional interests.

Pursuant to Financial Institutions Article, Title 13, Subtitle 11, Annotated Code of Maryland, § 13-1111 (e) and (m) (the "Statute"), the City of Brunswick (the "Local Jurisdiction") has taken all requisite action to approve the Amendment, and requests MHAA's approval of the Amendment. Furthermore, the Local Jurisdiction understands that, if approved by MHAA, the Amendment to the Management Plan will become part of the Local Jurisdiction's local plan, which incorporates the Heritage Area Management Plan, as amended.

The Amendment will modify the section of the Management Plan titled "Organization and Management" by deleting the section in its entirety and replacing it with the new "Organization and Management" section included with this letter as Attachment 1. All references to "Tourism Council of Frederick County, Inc." will be deleted and replaced with references to "Heart of the Civil War Heritage Area, Inc." The Local Jurisdiction supports this Amendment to transfer the management of the Heritage Area from the Tourism Council of Frederick County, Inc. to the Heart of the Civil War Heritage Area, Inc., and approves the submission of this Amendment to MHAA for its approval.

We encourage MHAA's favorable consideration of this request, and are confident that MHAA will find that the Management Plan, as modified by the Amendment, will continue to adequately carry out the purposes of Financial Institutions Article, §§13-1101—13-1124, Annotated Code of Maryland.

Sincerely,

Mayor Karin Tome

## APPENDIX 1

# Management Plan Amendment Replacing “Organization & Management” Section of the Original HCWHA Management Plan

## Organization & Management

The Heart of the Civil War Heritage Area (HCWHA) shall be established as an independent 501 (c) 3 organization governed by a Board of Directors, starting in late FY14 or early FY15. To operate as the regional collaboration of interests it is meant to be, the HCWHA will call on the knowledge of regional leaders active in Civil War scholarship and interpretation, tourism marketing, economic development, historic preservation, and stewardship.

### Governing Board of Directors

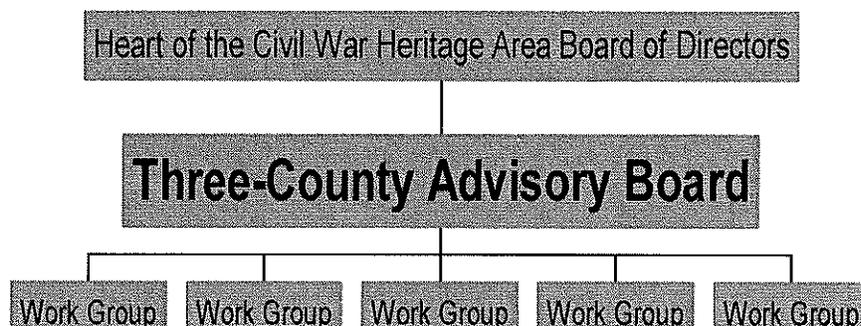
The Governing Board shall bear fiduciary responsibility for HCWHA. The Board shall consist of no fewer than 3 persons and no more than 9 persons. The intention is that a small governing board shall be complemented by the larger, Three-county Advisory Board. Directors shall serve rotating three-year terms. Two successive terms may be served, after which a year off the Board is mandatory before additional terms may be served.

### Three-county Advisory Board

The establishment of HCWHA as a 501 (c) 3 organization should have minimal impact on the existing Three-county Advisory Board. This is a self-perpetuating Advisory Board to complement the governing role of the TCFC Board of Directors. The Three-county Advisory Board is envisioned as a group of up to 30 people, some of whom served on the Advisory Board during the initial years of HCWHA as a Certified Heritage Area, and others who will be fresh to the undertaking, but who see the potential in a regional effort and who are motivated to help advance it. Others who should be encouraged to serve include key leaders in land conservation, preservation, business, education, and tourism.

As has been the case since HCWHA became a Certified Heritage Area, the Three-county Advisory Board will spark a number of work groups, each tasked with a specific work product. This will make it easier to recruit talented and energetic people to become involved. A Three-county Advisory Board member, assuring connectivity to the larger effort, normally chairs each work group. For example, the Marketing Committee, consisting of the three HCWHA DMOs, develops a marketing plan biannually, implements the plan and in years that HCWHA is eligible, pursues MHAA Marketing Grants.

### Management Structure



## Staffing

This 3-county effort calls for a degree of dedication and focus that can only be achieved with professional staff. MHAA acknowledges this fact by providing matching funds to support staffed operations. Optimally, for HCWHA, professional staff will work in concert with a fully engaged Board of Directors and Three-county Advisory Board and an active constituency. Professional leadership as described below is recommended:

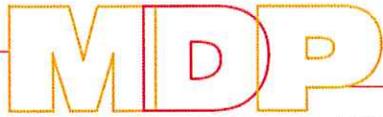
*Executive Director.* This full-time position will lead the implementation of the *Management Plan* and be the public face of the heritage area. The director will provide regional coordination and technical assistance. The director will also have a track record in grant writing, administration and grant review, and substantial experience in working in heritage tourism and with historical, cultural and/or natural resources. The Executive Director will be responsible for building a staff, including hiring, firing and evaluation of personnel .

## Funding the Management Entity

Sources from each of the HCWHA counties will provide cash revenue for HCWHA management, in addition to the MHAA Management Grant that will continue to be sought. The Tourism Council of Frederick County, the Washington County Gaming/Lodging tax grant department and the Carroll County Economic Development Department are expected to provide the primary revenue streams in equal parts, as match to the MHAA Management Grant.

In-kind support will continue to be important to HCWHA Management, including time and talent of Board members and other experts who donate their services. In-kind support also includes services of volunteers who staff the HCWHA Visitor Center at the Newcomer House, and maintenance services provided by Antietam National Battlefield at that location. Likewise, numerous entities contribute the use of facilities for meetings, retreats and public programs on a regular basis.

Besides MHAA, federal, state and local public sources are envisioned as supporting building rehabilitation, streetscape improvements, and other community development projects that are expected to leverage private investment. Revenues from grants, philanthropic foundations, donors and earned income will also support HCWHA activities.



Maryland Department of Planning

Larry Hogan, Governor  
Boyd Rutherford, Lt. Governor

David R. Craig, Secretary  
Wendi W. Peters, Deputy Secretary

May 13, 2015

Robert C. McGory  
1 West Potomac Street  
Brunswick, MD 21716



Mr. McGory:

In our effort to explore how Maryland can be more responsive to the needs of local governments and its citizens, the Maryland Department of Planning (MDP) wants to engage local elected and planning officials in a dialogue of what impediments in state law and regulations are preventing your jurisdiction from implementing smart growth at the local level. We have heard from many individuals regarding their general impressions that state requirements have either precluded or hindered attracting new development – particularly to our existing communities. For us to address the problem, we need to better understand the specific circumstances that preclude reinvestment.

As you may be aware, MDP and the Maryland Sustainable Growth Commission have been looking at this issue for several years. The Commission recently released a comprehensive report – *Reinvest Maryland: Accelerating Infill, Redevelopment and Community Revitalization* that listed a series of recommendations focusing on ways to improve quality of life and economic vitality in our communities and to maximize the environmental benefits of reinvesting in buildings and infrastructure. This report identified two recommendations on regulatory and policy impediments to reinvestment:

- The state and local jurisdictions must identify and address regulations that inhibit reinvestment in our communities and instead lead to development in greenfields and unwanted sprawl.
- To make reinvestment easier to achieve than greenfield development (while still protecting public health and safety, and the environment), state and local governments must improve regulatory review and business permitting processes and address continuing concerns about codes and requirements that may make reinvestment more difficult.

As part of MDP's effort to look at the State's policies and regulations, we are asking for your help to identify specific instances where State laws or regulations have impeded reinvestment in your community. Many people have cited problems with the Priority Funding Area law, stormwater management regulations, or forest conservation requirements as deterrents to development, but for MDP to evaluate what appropriate changes to laws or regulations should be considered, we want to investigate with you the specific development proposals that were impeded by these or other State laws. If your jurisdiction has experienced these types of problems, please have your staff contact Chuck Boyd, Deputy Director of Planning Services, at 410-767-1401 with the specifics of past development proposals and the particular State law(s) that prevented it from happening.

Cordially,

  
David R. Craig  
SECRETARY

May 27, 2014 Ordinance review

1-1202

Make provision for electronic publishing

1-2101

(C) importing -- wrong word

(D) add "will" ?

1-2103

Replace verbiage with "weekdays"

2-1102

Replace "Clerk Treasurer" with "administrator"  
add "and on City web site."

2-1103

detailed wording change

2-1201

(D) replace with "public comment"

(J) What's this? remove it?

2-1202

redundant

2-1204

Re write: remove reading of minutes

2-1205

(A) delete 3 lines

(E) What's this?

2-1206

(A) (2) If this is in addition to Citizens' forum there should be strict requirements for prior notification.

2-1207

word changes, deletions

2-1208

deletions

2-1210

wrong word?

2-1211

What's this?

2-1212

Is this redundant?

2-2102

wrong word

2-2201

deletions

2-2202

replace verbiage -- see 2-2102

2-2203

eliminate this section; move sentence to previous section

2-3103

(C) this is incoherent, makes no sense

(H) Reverse section 5 & 4

2-4202

Should this be changed to "City Administrator" ?

2-4203

Should be some mention of "Public Works"

2-5101

"Board of Elections Supervisors" should be definition only. Mechanism and function is in 2-5106

"Campaign Materials"

Needs to be re-written: contains wrong words, is missing words; should (?) reference social media

"Walk-around services" is this needed? It's not mentioned in the ordinances.

2-5102

(F) Why this prohibition?

2-5107

see 1-2103

## City of Brunswick SUSTAINABLE PROCUREMENT POLICY

### 1. Purpose

---

**City of Brunswick** recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City of Brunswick recognizes that the types of products and services the City of Brunswick buy have inherent social, human health, environmental and economic impacts, and that the City of Brunswick should make procurement decisions that embody the City of Brunswick's commitment to sustainability.

This Sustainable Procurement Policy is intended to:

- Identify those sustainability factors that shall be incorporated into procurement decisions;
- Provide implementation guidance;
- Empower employees to be innovative and demonstrate leadership by incorporating sustainability factors into procurement decisions;
- Communicate the City of Brunswick's commitment to sustainable procurement.

### 2. Policy

---

#### 2.1 General Policy Statement

City of Brunswick Office Manager will procure materials, products or services in a manner that integrates fiscal responsibility, social equity, and community and environmental stewardship.

#### 2.2 Sustainability Factors

City of Brunswick Office Manager will incorporate the following factors when writing specifications for, or procuring, materials, products, or services.

Environmental factors to be considered include, but are not limited to, the life cycle assessment of:

- Pollutant releases
- Toxicity, especially the use of persistent, bioaccumulative, and toxic (PBT) chemicals
- Waste generation
- Greenhouse gas emissions
- Energy consumption
- Depletion of natural resources
- Impacts on biodiversity

Social equity factors to be considered include, but are not limited to:

- Human health impacts
- Use of local businesses
- Use of State of Maryland Minority, Women, and Emerging Small Businesses

Fiscal Factors to be considered include, but are not limited to:

- Use reduction; buy only what you really need
- Product performance and quality
- Life-cycle cost assessment; lowest total cost
- Leveraging buying power
- Impact on staff time and labor
- Long-term financial/market changes

While not all factors will be incorporated into every purchase, it is the intent of this policy that the City of Brunswick Office Manager will make a good faith effort to incorporate and balance these factors to the maximum extent possible.

### **2.3 Use of Best Practices**

City of Brunswick Office Manager will utilize best practices in sustainable procurement as they evolve. As it applies to this policy, best practices in sustainable procurement are those that utilize leading edge sustainability factors, standards, and procedures in an efficient and effective way that is successful and replicable.

### **2.4 Toxics in Products and Services**

City of Brunswick Office Manager will utilize the framework of the Precautionary Principle as a guide when evaluating the comparative toxicity of products and services.

### **2.5 Use of Social and Environmental Product or Service Labels**

City of Brunswick Office Manager is encouraged to use independent, third-party social and/or environmental (eco) product or service label standards when writing specifications for, or procuring materials, products, or services, so long as such labels:

- Were developed and awarded by an impartial third-party;
- Were developed in a public, transparent, and broad stakeholder process; and
- Represent specific and meaningful leadership criteria for that product or service category.

In addition, whenever possible, label standards used in product or service specifications should represent standards that take into account multiple attributes and life-cycle considerations, with claims verified by an independent third-party.

## **2. City of Brunswick Code and State Law**

It is the intent of this policy to complement City of Brunswick code and State laws.

## **3. Implementation and Responsibilities**

---

### **3.1 Product and Service Standards**

The City of Brunswick Office Manager shall be responsible for:

- Ensuring City of Brunswick staff utilize product and service standards and best practices that comply with this policy. Examples include, but are not limited to, standards for minimum recycled content, energy efficiency, and prohibited toxic ingredients;
- Ensuring that when the need for developing a City of Brunswick standard or best practice in sustainable procurement arises, City of Brunswick staff will participate and collaborate with other applicable City of Brunswick staff so as to harmonize and continuously improve standards throughout the City of Brunswick
- Encouraging pilot testing for environmentally preferable/sustainable products; and
- Ensuring internal policies and procedures reference this policy and incorporate the use of sustainable products and services that meet the intent of this policy.

The City of Brunswick Office Manager shall be responsible for:

- Providing resources for assisting departments with standards and best practices in sustainable procurement.

### **3.2 Specifications and Contracts**

The City of Brunswick Office Manager shall be responsible for:

- Ensuring that specifications written by their department comply with this policy and incorporate sustainable procurement best practices.

The City of Brunswick Office Manager shall be responsible for:

- Ensuring purchasing manuals and other internal procedures reference this policy and incorporate best practices for specifying products and services that meet the intent of this policy;
- Ensuring that evaluation criteria for determining the responsibility of prospective contractors incorporate sustainability factors that meet the intent of this policy; and
- Developing and integrating sustainable procurement boiler plate language into solicitation document templates.

### **3.3 Education**

The City of Brunswick Office Manager shall be responsible for:

- Building awareness of this policy through information dissemination and incorporation into routine employee trainings;
- Encouraging employee attendance at internal and external trainings related to sustainability; and
- Encouraging the use of environmentally preferable/sustainable products and services through information dissemination, development of internal procedures, pilot testing, and leading by example.

The City of Brunswick Office Manager shall be responsible for:

- Developing employee sustainable procurement resources such as, but not limited to, standards, specifications, tools, and best practices;
- Developing buyer-specific training on sustainable procurement best practices that meet the intent of this policy;
- Developing buyer competency in communicating to other City of Brunswick departments about this policy and opportunities for incorporating sustainable procurement best practices into solicitations and contracts;
- Developing inter-office communication among public procurement professionals about sustainable procurement best practices; and
- Taking the lead in communicating to existing and potential contractors and the public about this policy and related City of Brunswick requirements.

### **3.4 Data Collection and Performance Reporting**

The City of Brunswick Office Manager shall be responsible for:

- Cooperating in gathering information for the purposes of tracking, reporting, and evaluating the City of Brunswick's sustainable procurement activities and evaluating the effectiveness of this policy
- Integrating department-specific sustainable procurement goals into City of Brunswick's sustainability plans.
- Incorporating a progress report on sustainable procurement activities and the effectiveness of this policy into the City of Brunswick's annual or biennial report.

### **3.5 Resources**

The City of Brunswick Office Manager shall commit to providing the appropriate dedicated staff levels and related funding to support the implementation and coordination of this policy. This includes activities such as, but not limited to, employee training and resources, professional services, product/service pilot tests, and educational materials.

### **3.6 Policy Review**

The City of Brunswick Office Manager shall be responsible for periodically bringing together internal stakeholders to review this policy for updates or to otherwise determine whether this policy is in alignment with other City of Brunswick sustainability efforts and policies. The policy review shall be completed at least every 5 years, but may be done on a more frequent basis as needed.

## APPENDIX A: DEFINITIONS

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"Biodiversity": the total diversity of all organisms and ecosystems at various spatial scales (genes, populations, species, ecosystems, and biomes). Biodiversity is often used as a measure of the health of biological systems.

"Environmentally Preferable": products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

"Life Cycle Assessment or Life Cycle Analysis (LCA)": the comprehensive examination of a product's environmental and economic effects throughout its lifetime including new material extraction, transportation, manufacturing, use, and disposal.

"Life Cycle Cost Assessment (LCCA)": the comprehensive accounting of the total cost of ownership, including initial costs, energy and operational costs, longevity and efficacy of service, and disposal costs.

"Persistent, Bioaccumulative, and Toxic (PBT) Chemicals": chemicals that are toxic, persist in the environment, and bioaccumulate in food chains.

"Precautionary Principle": a framework that guides decision makers to take anticipatory and protective measures when an activity raises threats of harm to human health or the environment, even if some cause and effect relationships are not fully established scientifically.

"Sustainable Procurement": purchasing materials, products, and services in a manner that integrates fiscal responsibility, social equity, and community and environmental stewardship.

"Toxicity": the quality, relative degree, or specific degree of being toxic or poisonous.



COMPTROLLER  
*of* MARYLAND  
*Serving the People*



**Peter Franchot**  
*Comptroller*

**Wallace A. Eddleman**  
*Interim Director*  
*Revenue Administration Division*

May 18, 2015

Mr. Robert McGrory  
One West Potomac Street  
Brunswick, MD 21716-1112

**RE: SENATE BILL 868 – TRANSPORTATION NETWORK SERVICES ASSESSMENT**

Dear Mr. Robert McGrory:

Please be advised that Senate Bill 868 was enacted, authorizing counties and municipalities to impose an assessment on transportation network services offered by providers such as Uber, Lyft, and Sidecar. Uber, Lyft, and Sidecar differ from traditional transportation-for-hire companies in that typically the passengers secure their rides online through a service that utilizes GPS technology to match drivers with their passengers.

Each municipality is permitted to impose an assessment of up to \$0.25 on each trip that originates in that municipality. Starting July 1, 2015, the affected companies (Uber, Lyft, Sidecar, etc.) must collect the assessments that have been imposed and remit them quarterly with reports to the Office of the Comptroller. The actions a municipality must take to impose the assessment depends upon the status of the municipality's regulation of taxicab services, and is as follows:

1. A municipality that licensed or regulated taxicab services on or before January 1, 2015, either directly or through the Public Service Commission must:
  - a. authorize the assessment:
  - b. notify the Comptroller of the assessment amount and the effective date of the assessment; and,
  - c. deliver to the Comptroller a copy of the ordinance or documentation of the appropriate legal action imposing the assessment.

2. A municipality that did not license or regulate taxicab services on or before January 1, 2015, either directly or through the Public Service Commission, must:
  - a. notify the county wherein the municipality is located of the municipality's intent to impose the assessment, and, if the county has already imposed an assessment, give the county reasonable time to notify the Comptroller before the assessment becomes effective;
  - b. authorize the assessment;
  - c. notify the Comptroller of the rate and effective date; and,
  - d. deliver to the Comptroller a copy of the ordinance or documentation of the appropriate legal action imposing the assessment.

Generally, an assessment may not be imposed on a trip by both a municipality and a county. Where a trip originates within an assessing municipality that is located within an assessing county, only the municipality's assessment will be collected.

A county and a municipality may enter into an agreement to share the assessment revenue and allocate the proceeds in any manner. The Comptroller will not allocate the revenue it distributes in accordance with the terms of a revenue sharing agreement between counties and their municipalities; it is up to the parties to redistribute shared revenue per their agreement.

Municipalities and counties must notify the Comptroller in writing of the assessment amount, effective date, and, where applicable, submit a copy of the relevant ordinance or documentation of the appropriate legal action authorizing the assessment. Notice is effective upon receipt by the Comptroller, and it must be received **at least 30 days before the first day of the calendar month** in which the newly imposed assessment becomes effective. The effective date of any assessment passed by a municipality must be on the first day of a calendar month. If the Comptroller does not receive 30 days' advance notice as described above, collection of the assessment will not begin until the first day of the month after which the Comptroller has had at least 30 days' notice. Counties and municipalities may change the assessment rate in the future, but must notify the Comptroller of the change **at least 120 days prior to** the effective date of the rate change. Changes to the rate may not result in an overall rate in excess of \$0.25.

**Notice to the Comptroller should be directed to Director of Revenue Administration Division. Notice may be faxed to the director at fax number (410) 974-3456, or, mailed to:**

**DIRECTOR OF REVENUE ADMINISTRATION DIVISION  
COMPTROLLER OF MARYLAND  
P.O. BOX 1829  
ANNAPOLIS, MD 21404-1829**

**All correspondence must include the sender or contact person's name and phone number.**

The Comptroller's office will administer collection and enforcement. In administering the program the Comptroller will publish notice of: (a) the municipalities and counties imposing an assessment; (b) the rate of each assessment; (c) changes in the rate of any assessment; and (d) the effective date of each assessment. The Comptroller will collect from the affected companies the remitted assessments and quarterly reports and distribute the revenue collected to the respective municipality or county.

The Comptroller may deposit into an administrative account up to 5% of gross revenue collected for the purpose of covering the Comptroller's administrative expenses. The remaining revenue will be distributed to the jurisdiction that is the source of the revenue. Jurisdictions must spend the revenue on transportation purposes.

# Tax Alert



Comptroller of Maryland Revenue Administration Division 110 Carroll Street Annapolis, Maryland 21411  
410-260-7980 from Central Maryland or 1-800-MDTAXES (1-800-638-2937) from elsewhere in Maryland  
E-mail: [taxhelp@comp.state.md.us](mailto:taxhelp@comp.state.md.us) World Wide Web: [www.marylandtaxes.com](http://www.marylandtaxes.com)

## Tax Alert

On May 12, 2015, Senate Bill 868, which revised the Public Utilities Article by adding a regulatory framework for “transportation network services” that encompasses “transportation network companies and transportation network operators,” was enacted.

- The Bill, which shall take effect on July 1, 2015, authorizes a county or municipality to impose an assessment on transportation network services that originate in the county or municipality. Transportation network companies, such as Uber, Lyft and Sidecar, will be issued permits by the Public Utilities Commission and will operate in the State using a digital network to connect passengers to transportation network operators (“drivers”) for transportation network services. Transportation network services are the activities of a driver, which include three periods: (Period 1) the period in which the driver is logged onto and ready to accept a prearranged ride request made through a transportation network company’s digital network application; (Period 2) the period in which the driver accepts a ride request from a passenger that is prearranged through a transportation network company’s digital network application, and is traveling to a predetermined location to pick up the passenger; and (Period 3) the period in which the driver transports the passenger and continuing until the passenger departs the motor vehicle.
- Except in an exempt jurisdiction, an assessment may not exceed 25 cents per trip. An exempt jurisdiction is a county or municipality that imposed a tax, fee, or charge on for-hire transportation services provided on a per-ride or per-passenger basis operated in that county or municipality on or before January 1, 2015.
- Any county or municipality that imposes an assessment must notify the Comptroller of the amount of the assessment. Notice is effective upon receipt and it must be received **at least 30 days** before the effective date of the assessment. The effective date must be the first day of a calendar month. The following should be included in the notification: (1) The assessment rate; (2) the effective date of the assessment; and (3) a copy of the ordinance or documentation of the appropriate legal action authorizing the imposition of the assessment. A county or municipality must notify the Comptroller at least 120 days prior to any change in the assessment amount.

- If a municipality did not license or regulate taxi cab services on or before January 1, 2015, either directly or through the Public Service Commission as provided in Section 10-202 of the Public Utilities Article, then it must notify the county wherein the municipality is located of the municipality's intent to impose the assessment, and, if the county has already imposed an assessment, give the county reasonable time to notify the Comptroller before the assessment becomes effective. Where a trip originates within an assessing municipality that is located within an assessing county, only the municipality's assessment will be collected.
- If a county did not license or regulate taxi cab services on or before January 1, 2015, either directly or through the Public Service Commission as provided in Section 10-202 of the Public Utilities Article, and does not impose an assessment by July 1, 2016, then it must notify the municipality of its intent to impose an assessment and provide the municipality reasonable time to pass an ordinance authorizing the imposition of the assessment.
- Generally, an assessment may not be imposed on a trip by both a municipality and a county. A county and a municipality may, however, enter into an agreement to share the revenue and allocate the proceeds in any manner. The Comptroller shall distribute the revenue to the county or municipality that is the source of the revenue. The party receiving the distribution will be responsible for allocating and distributing the proceeds according to the terms of the agreement.
- A transportation network company has the duty to collect assessments and report and remit payment to the Comptroller no later than 30 days after the end of a calendar quarter. After making a distribution to the Comptroller's administrative cost account, the Comptroller will disburse trip assessment revenues to the appropriate county or municipality within 45 days of the end of each calendar quarter.

The Comptroller will publish on its website, [www.marylandtaxes.com](http://www.marylandtaxes.com), a rate chart, including effective dates, for transportation network service assessments.

**CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716**

**PURCHASE ORDER**

VENDOR: *CJ Miller*

DATE: *6/5/2015*

P.O. NO.: *AD-2015-25*

SHIP TO:

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
<i>1</i>	<i>Street Paving, Curb, Sidewalk Project</i>			<i>\$ 810,000</i>

SHIPPING

TOTAL *\$810,000*

Approved by:

City of Brunswick Bid Opening Results

Paving, Sidewalk, and Curb Project Bid Opening Results:

JUNE 1, 2015 - 4:01 p.m.

Business	Bid Form?	Total w/o Alt Bid B	Total Bid Amount	Bid Amount	Bid A Amount	Bid B Amount	Primary Sidewalk	Primary Curb	Alternate A Sidewalk	Alternate A Curb
CJ MILLER	X	\$778,282	\$809,990	\$480,973	\$135,130	\$91,945	\$63,050	\$38,892	\$50,750	\$9,487
FRANCIS O. DAY	X	\$793,934	\$849,586	\$463,974	\$133,729	\$126,219	\$75,660	\$50,004	\$60,900	\$9,666
JEFFERSON ASPHALT BID WITHDRAWN	X	\$601,900	\$634,115	\$348,935	\$94,510	\$93,250	\$62,475	\$34,945	\$54,340	\$6,695
LW WOLFE	X	\$830,512	\$873,136	\$479,735	\$161,265	\$116,000	\$83,377	\$32,760	\$67,111	\$6,265
NA										
NA										
NA										
NA										

Bid opened at: 4:02 Read by: Bob McGroby Witnessed by: Breanna Thomas @ Brunswick City Hall, 1 West Potomac Street, Brunswick MD, 21716

**Invitation to Bid  
Paving, Sidewalk, and Curb Project**

**DATE:** May 4, 2015

**BACKGROUND:** The City of Brunswick, MD is seeking proposals to complete various paving projects, with some sidewalk and curb renovations, throughout the City.

**SCOPE:** Contractor shall provide City with a bid to include and/or in accordance with the following specifications:

1. Contractor shall provide asphalt measurements on attached bid sheet (measurements shall be noted in orange cells.)
2. Contractor shall provide primary and alternate bids on attached bid sheet (pricing shall be noted in yellow cells.)
3. Unless otherwise noted, scope of all paving work shall be 2" 64-22 9.5mm surface overlay, 2" asphalt milling, and adjust/raise manholes & valves. Additional and/or changes in scope will be noted on bid sheet.
4. Areas where bids for sidewalk and/or curb shall be included are noted on bid sheet.
5. All roads shall be closed to traffic during construction, with contractor providing traffic control (please see supplemental questions for additional information.)
6. Contractor shall stockpile any excess stone or millings at the City's yard.
7. Contractor shall arrange for and provide all necessary equipment and personnel.
8. Contractor shall provide two references for similar jobs completed with bid submission.

**TERMS:** The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities.

**PAYMENT:** The City shall pay for completed work upon presentation of invoices from the contractor. Fifteen percent (15%) of total bid amount shall be withheld to cover the required one-year warranty amount for the project. This contingency may be held as a letter of credit or other mechanism acceptable to the City.

**TIME LINE:** There will be a **MANDATORY pre-bid meeting** at City Hall on **Friday, May 15, 2015 at 10:00 a.m.** Contractors are encouraged to conduct individual site visits.

**Sealed bids on City provided bid sheets** will be due **Monday, June 1, 2015 at 4:00 p.m.** Bids may be mailed, faxed, or e-mailed to:

City of Brunswick  
Attn: Carrie Myers, Office Manager  
1 West Potomac Street  
Brunswick, MD 21716  
Fax: 301-694-6040  
E-mail: [CityHall@BrunswickMD.gov](mailto:CityHall@BrunswickMD.gov)

Bids will be opened on **Monday, June 1, 2015** at **4:01 p.m.** Bids will be reviewed and compared with an estimated award date of Tuesday, June 9, 2015. Bidders need not be present at bid opening or award.

**QUESTIONS:** Contact John Gerstner at above information. The City of Brunswick is an Equal Opportunity Employer.

**Paving, Sidewalk, and Curb Project**

Supplemental Questions

<b>Question</b>	<b>Response</b>
What happens if quantities for sidewalk and curb measurements provided by the City on this bid sheet overrun?	If quantities are likely to overrun, contractor should have City's preapproval via Change Order, upon which City will pay overrun per linear foot or other agreed upon amount.
Is there existing sidewalk and curbs that need to be removed prior to new sidewalk and curbs being installed?	Yes.
How will vendors be paid for items that cannot be quantified prior to the bid (i.e. milling, patching, redo asphalt curb, etc.)	The City will paint the asphalt where we want 4" milling. All patching will get a 4" base and 2" overlay. If there is a berm in place, the berm should be included in the price. If a berm isn't in place, the City doesn't plan to add one.
Item #6 references "excess stone or milling" stockpiling. What stone could there be? Does the City want ALL millings?	With regard to materials storage during the project, the contractor may store stone and millings at the City's yard. The City wishes to retain all leftover millings at their yard after project completion.
What are the allowable working hours?	7am – 6pm
How will the City handle vehicles parked on the streets where work is to take place?	The City will place no parking signs on all streets 24 hours before work is scheduled. We will also hand out flyers to residents. Any cars remaining on the street during work hours will be towed by the City.
Have the streets been marked?	Yes. Streets have been marked and sidewalk diagrams have been distributed to all vendors attending the pre-bid meeting.
The bid sheet references 10mm base. Is that a misprint?	Yes. This should say 19mm base.
Do you have specs or a preference for fabric?	No. The City has not used fabric in paving before. Since this is an alternate bid, please provide your recommendation. The City will not be considering fabric for any alley paving.
Who will provide inspections on material and work product?	The City Public Works Superintendent, Engineer, or others, will provide inspections of work product. Please use City design standards for material. If one does not exist in the City's specs, refer to the Frederick County standards.
Will material testing be completed?	If the City wishes this done, the City will arrange testing.
Are there any street markings required with this project?	Yes. Please include marking "Left Turn Yield" at intersection by City Hall.
Are there ADA ramps included in this project?	No.
Will the streets be closed to all traffic?	Not in all cases. Traffic flow must be maintained by the contractor. Main streets, like Maple Avenue, must remain open. Smaller streets may be closed to all but local traffic. Public Works can assist contractor in pre-notification of street

	closings and no parking signs.
Will the City be taking final measurements after work is completed?	No. The City has marked the areas we want paved. If the contractor paves outside of those areas without prior written consent from the City, no additional funds will be spent. If the contractor feels that additional paving will be necessary in some areas, they should initiate a written change order prior to work commencing on those areas.
Will a tack coat be required on all paving?	Yes. This is included in the City's design specs.
Are there many utilities to be adjusted in the roadways?	There should not be many since the roadways will be milled and re-paved. Occasionally, there may be a manhole or boot that needs adjusted.
How many streets can be milled at the same time before paving is completed?	The City is agreeable to delaying paving a day or two after milling, but this tends to increase the project's complexity in order to manage parking and customer expectations. The City's preference is same day paving.

#### Clarifications and Changes

1. Project scope has been changed at three areas. Changes appear in red on the bid sheet.
2. Base patch = 6" of milling, 4" of base & 2" of top
3. Alternate Bid B has been added to the bid sheet. This bid calls for a price per street quote to add asphalt fabric to the paving. (Pricing shall be noted in green cells.)

CITY OF BRUNSWICK, MD  
1 WEST POTOMAC ST.  
BRUNSWICK, MD 21716

**PURCHASE ORDER**

VENDOR: FSM, Inc.

DATE: 6/3/2015

P.O. NO.: AD-2015-23

SHIP TO:

INVOICE TO: City Administrator  
City Hall  
1 West Potomac St.  
Brunswick, MD 21716

1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees to be bound by the terms and conditions on this order. No modifications or additions shall be binding upon purchaser unless agreed to in writing. Please place purchase order number on packing slips and invoices.

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	Striping			
	- Bike Path			\$12,000
	- West Potomac St. center lines			\$6,250
	- West Potomac St. parking spaces			\$1,382

30-540-18-8219  
Bike Route Grant

SHIPPING

TOTAL \$19,632.00

Approved by:

CM 6/3/15

P.O. BOX 6  
 JEFFERSON, MD 21755  
 OFFICE/FAX: 301-371-0755

**Proposal**

PROPOSAL NO.	5185
SHEET NO.	
DATE	5/18/15

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME City of Brunswick md.	ADDRESS Bike lane markings
ADDRESS	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

1. FURNISH AND INSTALL 40 shared lane symbols  
 Prefurmed Thermoplastic By Flint Trading  
 A STATE APPROVED material - Heat Applied  
 40 symbols TOTAL 9'3" x 3.3" \$300 EA  
 \$12,000

Can't use STATE APPROVED paint on stencils

2. STRIPE double center line ON main st  
 with STATE APPROVED THERMOPLASTIC  
 material APPROX 2500' \$6250<sup>00</sup>

THIS IS THE BEST material that can be used.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Eighteen thousand two hundred fifty Dollars (\$ 18,250 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted 

Per \_\_\_\_\_  
 Note — this proposal may be withdrawn by us if not accepted within 90 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Signature \_\_\_\_\_



FSM, INC.  
 P.O. BOX 6  
 JEFFERSON, MD 21755  
 OFFICE/FAX: 301-371-0755

**Proposal**

PROPOSAL NO.	5185
SHEET NO.	
DATE	5/18/15

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME <b>City of Brunswick</b>	ADDRESS
ADDRESS	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

**West Potomac ST parking lines.**

**Approx: 395 LF of parking Lines**

**Thermoplastic  
 paint**

**\$1382.00  
 \$350.00**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **AS ABOVE**

Dollars (\$) \_\_\_\_\_ ) with payments to be made as follows. **net 30**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

**Rod & Shuy**

Per \_\_\_\_\_

Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_