

**MAYOR AND COUNCIL MEETING
TUESDAY, JANUARY 12, 2016, 7:00 PM**

AGENDA

- 1. CALL TO ORDER, PLEDGE, AND ROLL CALL**
- 2. MAYOR'S REMARKS**
 - a. Holiday Lights Contest Awards
 - b. Tobacco Sales to Minors – Frederick County Health Department
 - c. Trap-Neuter-Return Program for Cats
- 3. APPROVAL OF MINUTES**
 - a. Mayor & Council – December 8, 2015
 - b. Special Mayor & Council – December 11, 2015
 - c. Closed – December 8, 2015
- 4. CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
- 5. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
- 6. REPORT OF OFFICERS - COUNCIL – COMMITTEES**
- 7. CONSENT AGENDA**
 - a. Brunswick Crossing
 - i. Storm Drain Conditional Acceptance/Performance Bond Release – Phase IIA-1, Part 1
 - ii. Storm Drain Conditional Acceptance/Performance Bond Release – Phase IIA-1, Part 2
 - iii. Storm Drain Conditional Acceptance/Performance Bond Release – Phase IIA-2, Part 1
 - iv. Phase IIA-1, Part 2 Paving – Performance Bond Reduction
 - v. Phase IIA-2, Part 1 Paving – Performance Bond Reduction
 - vi. Water and Sewer – Conditional Acceptance/Performance Bond Release – Phase IIA-1, Part 2
 - b. Brunswick Self Storage – Public Works Agreement Package
- 8. UNFINISHED BUSINESS**
 - a. Solar Power Project – Possible Vote
 - b. Sidewalk Restoration Program – Possible Vote
 - c. River's Edge Recreation Trails – Possible Vote
- 9. NEW BUSINESS**
 - a. City Plan of Organization – Possible Vote
 - b. City Accounting System/Utility Billing Update
 - c. FY2016 Budget Update
 - d. Main Street Downtown Development Strategies Update
- 10. MISCELLANEOUS AND APPROPRIATIONS**
- 11. ADJOURNMENT**

1/8/2016 11:38 AM

MAYOR AND COUNCIL MEETING
January 12, 2016

Suggested Motions

Agenda item 3a – 3c – Approval of Minutes

“I move to approve the Mayor and Council meeting minutes from December 8, 2015, the Special Mayor and Council meeting minutes from December 11, 2015, and the Closed meeting minutes from December 8, 2015.

Agenda item 7a & 7b – Consent Agenda

“I move to approve the consent agenda items, approving items for Brunswick Crossing and Brunswick Self Storage, as recommended by staff.”

Agenda item 8a – Solar Power Project

“I move to focus on Solar Site 1 for the City’s present consideration of solar power generation.”

Agenda item 8c – River’s Edge Recreation Trails

“I move to authorize Bike Brunswick to initiate incremental construction of the specific trails at the Sports Complex that have been flagged and inspected by the City of Brunswick.”

Agenda item 9a – City Plan of Organization

“I move to approve the City Plan of Organization dated January 12, 2016.”

Sample Letter to Legislators

Letter on Trap-Neuter-Return

[Date]
[Official's Name]
[Official's Address]

Dear _____:

My name is _____. I have lived in _____ for _____ years. I am writing to state my support for Trap-Neuter-Return. Under TNR, cats are humanely trapped, neutered, vaccinated, eartipped for identification, and returned to their outdoor homes. TNR is the only humane and effective way to reduce the feral cat population.

I am involved in the following ways in conducting TNR in our community: _____.

Feral cats are the same species as pet cats, but feral cats are not adoptable. "Feral" means that the cats are not socialized to people and generally avoid contact with humans. Under TNR, these unadoptable cats are neutered and vaccinated. As a result, the feral cat population stabilizes and decreases. TNR makes feral cats healthier and ends the breeding cycle, which means no more kittens. It also ends mating behaviors including yowling, fighting, spraying, and roaming. Feral cats in TNR programs are just as healthy as pet cats. They receive vaccinations and ongoing management from generous volunteers.

More and more communities are embracing TNR. The following nearby communities already practice TNR: _____. According to a recent study by Alley Cat Allies, more than 340 cities and counties participate in TNR. They have adopted TNR because the old way of doing things, catching and killing cats, has failed to address the feral cat population.

Thank you for your time and consideration.

Sincerely,

[Your Name]

City of Brunswick
Mayor and Council Meeting Minutes
Tuesday, December 8, 2015, 7:00 P.M.

The December 8, 2015 City of Brunswick Mayor and Council meeting was called to order at 7:00 p.m. by Mayor Karin Tome at Brunswick City Hall. The following members and staff were present: Karin Tome, Mayor; Angel White, Mayor Pro Tem; Ellis Burruss, Carroll Jones, Harry Lashley, Jeff Snoots, and Walt Stull, Council Members; Bob McGrory, City Administrator; Milt Frech, Chief of Police; John Gerstner, Director of Public Works; and Carrie Myers, Office Manager.

Mayor's Remarks

- Mayor Tome swore in Jordan Atha as a Police Officer with the Brunswick Police Department.
- Mayor Tome thanked Charlie Smith for replicating a 1950s-style wreath and placing it at the Veterans Park.

Approval of Minutes

- Closed Meetings – August 25, September 8, October 13, November 10, 2015
- Public Hearing – November 10, 2015
- Mayor & Council – November 10, 2015

Mr. Burruss made a motion to accept the minutes. Ms. White seconded the motion, which passed 6-0.

Citizens' Forum (Petitions, Remonstrances, and Communications)

No comments were offered.

Report of Officers – Council – Committees

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

Mr. Lashley presented the Mayor and Council with a shadow box from the Paris, France Police Department, in appreciation for Brunswick's letter of support sent following the recent shooting event in Paris.

Mayor Pro Tem White read the following statement: The Brunswick City Council met in closed session on December 8, 2015 at 5:30 P.M. at City Hall to discuss personnel matters, and to consider the acquisition of real property for a public purpose and matters related directly thereto, consult with staff about pending or potential litigation, and, before a contract is awarded, discuss a negotiating strategy. The authority to close this meeting is found in Article 10-508 of the Annotated Code of Maryland. Mayor Tome, Mayor Pro Tem White, Council Members Burruss, Jones, Lashley, Snoots, and Stull, and City Administrator McGrory were present. All members present voted to close the meeting. Chief Milt Frech joined the meeting for a portion on Police Department staffing. The Council discussed the following items:

- Before a Contract is Awarded, Discuss a Negotiating Strategy – received input from staff on a potential negotiating strategy with regard to the timing of a contract for goods or services.
- Personnel matters – discussed employee transitions and specific personnel issues in all four City departments, including a prospective Police Officer hire in the Police Department.
- Consult with Staff about Pending or Potential litigation – discussed an issue of potential litigation.
- Real Property Acquisition – discussed the possible acquisition of a piece of real property for a public purpose and the means to facilitate such acquisition.

No actions were taken.

Consent Agenda

- Purchase of Police Vehicles
- Verizon Wireless Telecommunications Small Cell Antenna Facility

Ms. White made a motion to approve the consent agenda. Mr. Lashley seconded the motion, which passed 6-0.

Unfinished Business

- Parking Proposal – 2nd Avenue between A and Potomac Streets

Mr. McGrory stated that Council Members met with representatives of Grace Episcopal Church, the applicants of this traffic control request, and staff was presented with an amended request subsequent to that meeting. Mr. McGrory stated that request #4 on the attached letter was not in keeping with traditional City practices, since most of the area in question is located on private property.

Anjel Scarborough, Rector of Grace Episcopal stated that the church members would like to make more parking available to elderly members of their congregation. They were not interested in designating more handicapped parking.

A general discussion regarding enforcement and the process for marking spaces ensued.

Mr. Snoots made a motion to approve items # 1 and 3 of the attached letter. Mr. Lashley seconded the motion. Upon further discussion, the Council decided item #2 was also acceptable. Mr. Snoots amended his motion to approve items # 1, 2, and 3. Mr. Lashley seconded that motion, which passed 6-0.

New Business

- City of Brunswick Economic Development Commission Recommendation – Tax Relief
Mr. McGrory stated this item was briefly discussed at the last Council meeting. The Council was presented with additional documentation provided by staff, which Mr. McGrory proposed having staff draft into ordinance format for the January 2016 Council meeting, with a possible vote at the February meeting.

Ms. White discussed holding an upcoming meeting with representatives from the Council, the Economic Development Commission, and Main Street present to discuss all options detailed in the recent study funded by Main Street. Ms. White also asked staff to present the Council with a current map of the Brunswick historic district.

- Solar Installation Discussion

Dan Roe, a member of Sustainable Brunswick, presented a power point presentation discussing solar installation options at the Sports Complex. Mr. Roe answered questions from the Council including possible solar vendors, possible alternative locations, and contract terms.

Mr. McGrory discussed the current option of piggy-backing on the Montgomery County contract with SolarCity to build a solar array at the Sports Complex.

Expiring tax credits and other deadlines mean the City would need to enter into a contract by the end of December, before another Council meeting. Mr. Burriss made a motion to proceed with allowing the Mayor to execute a contract with SolarCity prior to year end. Mr. Lashley seconded the motion.

Mr. McGrory discussed an option to build into the contract a 45-day withdrawal clause allowing the Council to discuss the contract at their January meeting. Mr. Burriss amended his motion to include the 45-day withdrawal clause option. Mr. Lashley seconded that 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 8:51 p.m.

Submitted by: Carrie Myers

Approved By: _____
Mayor Date

Witnessed By: _____
City Administrator Date

City of Brunswick
Mayor and Council Special Meeting Minutes
Tuesday, December 11, 2015, 1:00 P.M.

The December 11, 2015 City of Brunswick Mayor and Council meeting was called to order at 1:00 p.m. by Mayor Karin Tome at Brunswick City Hall. The following members and staff were present: Karin Tome, Mayor; Ellis Burruss, Carroll Jones, Harry Lashley, and Walt Stull, Council Members; Bob McGroary, City Administrator.

Citizens' Forum (Petitions, Remonstrances, and Communications)

No comments were offered.

Unfinished Business

- Solar Installation Information and Discussion

Dan Roe, Sustainable Brunswick; Brent Eskay, SolarCity; and Jennifer Willoughby, City of Frederick presented options for solar installation in the City of Brunswick.

Adjournment

Mr. Stull moved to adjourn the meeting. The meeting was adjourned at 3:09 p.m.

Submitted by: Carrie Myers

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



THE CITY OF BRUNSWICK MARYLAND

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

Department of Public Works Mayor & Council Monthly Report for December

Water Line Repairs and Maintenance

Install crock & meter at 315 A St. & also at 823 West Potomac St
Install new service lines on N. Dayton Ave.
Water shut off's " Non Payments"

Sewer Line Repairs

Sewer maintenance with Jetter,
Camera sewer line's
Install new sewer tap at 701 East Potomac St.

Water Valve Maintenance

Fire Hydrant Maintenance

Tore down and inspected hydrant at 109 West B St.

Street Repair and Maintenance

Cold mix pot holes through-out city

CIP Projects

None

Storm Drain Maintenance

Miscellaneous Tasks and Maintenance

Putting up Christmas Decoration's
Marked Miss Utility Tickets
Working at Police Station
Side walk inspections
Winterize camp-site
Install bicycle rack's
Painting parking spaces on 2nd. Ave.

Construction and Contractor Support

Water Meter Settlements- 34, Replacements-4, Repairs- 1, High bill investigations-3, New Installs-3, Meter Inspections-12, U&O's-12, Cut Offs-27.

Safety

Completed monthly fire extinguisher inspection, Equipped new vehicles with first aid kits and fire extinguishers, Drafted a training program on Safe and Effective Snow-Plowing Practices.



Brunswick Police Department Monthly Report

Reporting Month and Year: December 2015

Traffic Enforcement Activity

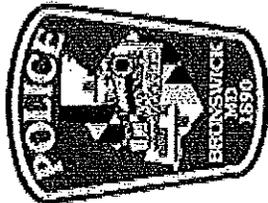
	Month	YTD	PY Month	PY YTD
Maryland State Citations:	37	415	42	392
Maryland State SEROS:	4	76	5	54
Warning Citations:	67	820	42	532
Parking Citations:	24	290	41	498

Parking Enforcement Revenue

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

Crime Report

	Month	YTD	PY Month	PY YTD
Calls for Service	987	17637	1410	17223
Homicide	0	0	0	0
Rape	0	0	1	2
Robbery	1	2	1	1
Assault	8	78	7	66
B&E	3	28	3	18
Theft	5	68	4	62
Auto Theft	0	0	0	3
Motor Vehicle Accidents	12	65	4	57



Brunswick Police Department Listing of Arrests December 1, 2015 to December 31, 2015

Case ID	Date	Time	Charge	Status	Person Type	Officer	Disposition
2015012374	12/01/2015	15:34	PEACE ORDER, FAIL TO COMPLY	CLOSED/CLEARED	ADULT	BRANDON SMITH	CLEARED BY ARREST
2015012039	12/01/2015	21:50	PEACE ORDER, FAIL TO COMPLY	CLOSED/CLEARED	ADULT	MARK CULLUMBER	CLEARED BY ARREST
2015012380	12/02/2015	01:07	CDS, POSS MARIJUANA LT 10 GRAMS	CLOSED/CLEARED	ADULT	WILBUR JESSON	CLEARED BY ARREST
2015012412	12/03/2015	10:03	DRIVING VEH. WHILE UNDER INFLUENCE OF ALCOHOL (DWI)	CLOSED/CLEARED	ADULT	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015012544	12/06/2015	15:55	DRIVING VEH. WHILE UNDER INFLUENCE OF ALCOHOL (DWI)	CLOSED/CLEARED	ADULT	WILBUR JESSON	CLEARED BY ARREST
2015012748	12/12/2015	19:11	DRIVING MOTOR VEH ON HWY W/O REG LICENSE	CLOSED/CLEARED	JUVENILE	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015012750	12/12/2015	20:16	CDS, POSSESSION OF MARIJUANA	CLOSED/CLEARED	JUVENILE	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015012750	12/12/2015	20:16	CDS, POSSESSION OF MARIJUANA	CLOSED/CLEARED	JUVENILE	JACQUELYN DRUKTENIS	CLEARED BY ARREST
2015012753	12/13/2015	02:33	CDS, POSSESSION OF MARIJUANA	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015012862	12/16/2015	15:48	PEACE ORDER, FAIL TO COMPLY	CLOSED/CLEARED	ADULT	ERIC BITTNER	CLEARED BY ARREST
2015012971	12/20/2015	00:35	UNDERAGE POSSESSION 18-20	CLOSED/CLEARED	ADULT	JORDAN ATHA	CLEARED BY ARREST
2015012971	12/20/2015	00:35	UNDERAGE POSSESSION 18-20	CLOSED/CLEARED	ADULT	JORDAN ATHA	CLEARED BY ARREST
2015012971	12/20/2015	00:35	UNDERAGE POSSESSION 18-20	CLOSED/CLEARED	ADULT	JORDAN ATHA	CLEARED BY ARREST
2015012868	12/27/2015	21:44	THEFT, ALL OTHER \$999 OR LESS	CLOSED/CLEARED	ADULT	CHRISTOPHER HANDLER	CLEARED BY ARREST
2015013308	12/31/2015	19:37	ACCIDENT, PROPERTY DAMAGE	CLOSED/CLEARED	ADULT	ERIC BITTNER	CLEARED BY ARREST

Total Number of Arrests: 15



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

Call Type	Counts
ABANDONED / UNATTENDED VEHICLE	1
ANIMAL COMPLAINTS	2
ASSAULT - OCCURED EARLIER	1
ASSAULT IN PROGRESS - ALERT TONE	3
ASSIST FIRE DEPARTMENT	10
ASSIST OTHER AGENCY - SPECIFY	2
ASSIST OTHER PD (SHERIFF)	14
ATTEMPT TO LOCATE - ADD TO LOOKOUT FILE	10
BANK ALARM	2
COMMERCIAL	8
COMMERCIAL HOLD UP ALARM - ALERT TONE	1
COURT - BPD	5
COURT PAPERWORK	6
DESTRUCTION OF PROPERTY / VANDALISM	2
DISABLED VEHICLE	6
DISCHARGING FIRE ARM - FCPD SEND TWO CARS	2
DISORDERLY CONDUCT - INTOXICATED SUBJECT	1
DISTURBANCE - ALL GATHERINGS	15
DOMESTIC	4
DOMESTIC ESCORT TO RETRIEVE PROPERTY	1
EMERGENCY EVALUATION	2
EXTRA DUTY	6
FOLLOW UP - ALL TYPES	31
FOUND PROPERTY	3
FRAUD	4
HARRASSMENT	8
HIT AND RUN PROPERTY DAMAGE	7
JUVENILE COMPLAINT	2
MENTAL PERSON	4
MISSING PERSON	1
MUNICIPAL INFRACTION	1
NARCOTICS - FCPD SEND TWO CARS	5



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

Call Type	Counts
NOISE COMPLAINT	1
NOTIFICATIONS	2
OPEN DOOR	1
OPEN OR 911 HANG-UP	25
PARKING VIOLATIONS	16
PATROL CHECK (BRUNSWICK)	509
PERSONAL INJURY ACCIDENT	1
POLICE INFORMATION	1
POLICE TRAINING / EDUCATION	1
PROPERTY DAMAGE ACCIDENT	4
RELAY OR 10-5	1
REPO / TOW AWAY	1
REQUEST OFFICER	67
RESIDENTIAL	4
RESIDENTIAL BURGLARY - REPORT ONLY	2
ROBBERY IN PROGRESS - ALERT TONE	1
SELECTIVE ENFORCEMENT TRAFFIC OR SPEED	5
SPECIAL ASSIGNMENTS	18
SUMMONS SERVICE (BPD)	1
SUSPICIOUS ACTIVITY / VEHICLE OR PERSON	4
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	12
TALKS / CRIME PREVENTION / COMMUNITY RELATIONS	13
THEFT / STOLEN / SHOPLIFTING - EXCEPT VEHICLE	9
TRAFFIC COMPLAINT/ ALSO TRAFFIC DETAIL	3
TRESPASSING	7
UNOPENED SUSPICIOUS ITEM	1
VEHICLE STOP (BRUNSWICK)	65
VERBAL DISPUTE - NON DOMESTIC	1
WALKING PATROL	27
WARRANT SERVICE (BPD)	2
WEAPONS VIOLATIONS - FCPD SEND TWO CARS	2
WELFARE CHECKS	7



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

Total Number of Calls: 987

CITY OF BRUNSWICK MONTHLY WATER FLOW REPORT

	<u>Monthly Total</u>	<u>Daily Average</u>
Water from springs.....	<u>3.20</u>	*M.G. <u>0.10</u> M.G.
Water pumped from Potomac River.....	<u>12.69</u>	M.G. <u>0.410</u> M.G.
Total.....	<u>15.89</u>	M.G. <u>0.51</u> M.G.
Finished water pump from Plant...	<u>12.33</u>	M.G. <u>0.40</u> M.G.

Submitted By Pat Wolfe
Date 1-8-16

*Million Gallons

WATER PLANT PROJECTS & MAINTENANCE –December 2015

- 1) Tested all chlorine gas detectors
- 2) Calibrated all chemical feeders
- 3) Cleaned reservoir cover
- 4) Received chemical deliveries for Acid, Caustic Soda, Carbon Del-pac and De-chlorination tablets
- 5) Chase and Jesse attended the water samplers course
- 6) Replaced all finished water sample lines
- 7) Calibrated the filter area pH probe
- 8) Changed the oil in the finished water pumps
- 9) Removed frogs from the lower spring house
- 10) Drained and cleaned both sedimentation basins
- 11) Changed oil in all air compressors
- 12) Greased all motor bearings
- 13) The generator at yourtee springs was serviced

CITY OF BRUNSWICK WWTP MONTHLY FLOW REPORT

Total Influent Flow --- 19.50 Million Gallons
Total Effluent Flow --- 17.90 Million Gallons

Rain --- 4.4 INCHES

Sludge to Landfill --- 89.0 TONS

Submitted By --- Patrick Hoffmaster
Date 1/7/16

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



THE CITY OF BRUNSWICK MARYLAND

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

December Planning/Code Staff Report Mayor and Council 1-12-2016

Planning

- Staff finalized public works agreements for Brunswick Self Storage.
- Staff worked with Contractors on several homes under construction.
- Staff worked with economic development coordinator on events and business development.
- Staff finalized Brunswick Crossing conditional acceptance and inspections.
- Staff finalized easements and PWA's for signature for Gum Spring estates.
- Staff met with architect and contractor for Ace Hardware shopping center project.
- 30 Zoning Certificates issued December
- 14 U&O's issued November
- No BoA meeting in December and no meeting is scheduled for January.
- No Planning Commission in December no meeting is scheduled for January.

GIS

- Assisted public with property data
- Assisted public works with and water mapping data
- Worked on Zoning Certificate data base
- Maps for Brunswick Crossing
- Developing various maps for departments
- Prepared signage for City events

ZC Log 2015

ID	ZC #	Tax ID #	Date Approved	Parcel #	Name of Owner/Applicant	Street #	Street Address	Improvement/Use
247	247	25-477685	12-1-15	810	Michelle Tuwiner/Houck Construction	109	W. C Street	Front Porch
248	248	25-488695	12-1-15	311	Patricia Althardt/Solar City	159	Fiona Way	Solar Panels
249	249	25-478029	12-1-15	841	Jeffery Jeffers/Solar City	215	W. B Street	Solar Panels
250	250	25-589078	12-1-15	29	Elijah Hammonds/Solar City	1102	Lander Creek Drive	Solar Panels
251	251	25-467094	12-2-15	943	Jingle Bell Run	1	W. Potomac St.	Event
252	252	25-467094	12-2-15	943	Hometown Holidays	1	W. Potomac St.	Event
253	253	25-466128	12-2-15	929	Samantha Francis Five Dances	13	W. Potomac St.	Tenant fit out
254	254	25-473248	12-7-15	1751	Mike Campbell	110	8th Ave.	Renovations
255	255	25-479025	12-11-15	1363	Bushey Feight Morin Arch. Brunswick SC	40	Souder Rd.	Renovations New Tentant
256	256	25-483804	12-16-15	911	Elizabeth Lipford	122	W. Potomac St.	Sales Table
257	257	25-492056	12-16-15	29	Jessica Volz	1316	Yourtee Springs Dr.	Solar Panels
258	258	25-492013	12-18-15	29	Michael Schmidt	1310	Yourtee Springs Dr.	Solar Panels
259	259	25-481410	12-21-15	1234	Eric Moore	1	East E Street	Deck
260		25-469771	12-29-15	1729	Five Dances Acupunture/Samantha Francis	24	Gum Spring Rd	Home Occ/Res Prof Office
261		25-492269	12-30-15	43FF	Ryan Homes	1206	Volunteer Drive	SFD
262		25-589894	12-30-15	87FF	Ryan Homes	1149	Dargon Quarry Lane	SFD
263		25-591990	12-30-15	13RR	Ryan Homes	513	Potomac View Parkway	SFD
264		25-591991	12-30-15	14RR	Ryan Homes	515	Potomac View Pkwy	SFD
265		25-591989	12-30-15	12RR	Ryan Homes	511	Potomac View Pkwy	SFD
266		25-591987	12-30-15	10RR	Ryan Homes	507	Potomac View Pkwy	SFD
267		25-591965	12-30-15	33KK	Ryan Homes	1121	Long Farm Cir	SFD
268		25-492021	12-30-15	15JJ	Ryan Homes	1312	Yourtee Drive	SFD
269		25-589895	12-30-15	88FF	Ryan Homes	1147	Dargon Quarry Ln	SFD

ZC Log 2015

ID	ZC #	Tax ID #	Date Approved	Parcel #	Name of Owner/Applicant	Street #	Street Address	Improvement/Use
270		25-491750	12-30-15	13II	Ryan Homes	1308	Volunteer Dr.	SFD
271		25-590975	12-30-15	45NN	Ryan Homes	713	Potomac View Pkwy	TH
272		25-590976	12-30-15	46NN	Ryan Homes	715	Potomac View Pkwy	TH
273		25-590977	12-30-15	47NN	Ryan Homes	717	Potomac View Pkwy	TH
274		25-590978	12-30-15	48NN	Ryan Homes	719	Potomac View Pkwy	TH
275		25-590979	12-30-15	49NN	Ryan Homes	721	Potomac View Pkwy	TH

U&O Log 2015

Item #	U&O #	Receipt Date	Street #	Street Address	Zoning Certificate #	AP #	Issuance Date
45	15-45	12-3-15	1411	Hope Farm Court	Ryan	133420	12-3-15
46	15-46	12-3-15	1133	Long Farm Cir	Ryan	133421	12-3-15
47	15-47	12-7-15	1129	Long Farm Cir	Ryan	133670	12-9-15
48	15-48	12-16-15	1314	Yourtee Spring Dr.	Ryan	134142	12-16-15
49	15-49	12-16-15	1408	Volunteer Dr	Ryan	134429	12-16-15
50	15-50	12-17-15	1310	Volunteer Dr.	Ryan	134758	12-17-15
51	15-51	12-17-15	625	Potomac View Pkwy	Ryan	134106	12-17-15
52	15-52	12-18-15	623	Potomac View Pkwy	Ryan	134105	12-18-15
53	15-53	12-18-15	627	Potomac View Pkwy	Ryan	134107	12-18-15
54	15-54	12-18-15	629	Potomac View Pkwy	Ryan	134108	12-18-15
55	15-55	12-18-15	1123	Long Farm Cir	Ryan	134100	12-18-15
56	15-56	12-18-15	1139	Long Farm Cir	Ryan	134561	12-18-15
57	15-57	12-21-15	1316	Volunteer Dr	Ryan	134151	12-21-15
58	15-58	12-21-15	631	Potomac View Pkwy	Ryan	134109	12-21-15

MONTHLY CODE ENFORCEMENT REPORT

Violations	December 2015	YTD January-- December 2015	Past January-- December 2014
WARNINGS			
Vehicles/ Vehicle repair	0/0	21/2	29/0
Property trash/ Unsec. prop.	6/0	63/0	51/0
Property Repair/Property	2/0	7/10	1/6
Overgrowth /Unsanitary	0/0	78/2	64/10
Vac. prop.trash/ Unsec.vac	1/1	10/8	11/15
S.walk repair/ S.Walk Trash	0/0	3/2	1/22
Littering	0	4	3
Vacant Overgrowth	0	40	45
Animal Waste / Snow and Ice	0/0	1/272	3/119
Livestock	0	3	4
Trash Cans /Signs	1/1	5/5	4/31
Warning Totals	12	536	419
CITATIONS			
Vehicles/ Vehicle repair	0/0	0/0	8/1
Property trash/ Unsec. prop.	0/0	2/0	8/0
Property Repair/ Property	0/0	2/23	0/0
Overgrowth/ Unsanitary	0/0	2/2	3/1
Vac. prop. trash,/ Unsec. vac.	1/0	4/7	1/2
S walk repair/ S walk trash	0/0	10/0	2/3
Littering	0	0	0
Vacant Overgrowth	0	7	15
Animal Waste/ Snow and Ice	0/0	0/4	0/13
Livestock	0	1	0
Trash Cans	0	0	0
Signs	0	2	0
Citation Totals	1	66	57
Complaints	5	69	83



THE CITY OF BRUNSWICK MARYLAND

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

**Mayor & Council
Brunswick Crossing – Storm Drain
Conditional Acceptance and Performance Bond Release
Phase IIA-1, Part 1
Staff Report
January 12, 2015**

BACKGROUND:

December 18, 2015, Public Works and the City Engineer completed inspection of the Phase IIA-1, Part 1 Storm Drain and found the system satisfactory. This staff report is to request that the Mayor & Council agree to conditional acceptance of Phase IIA-1, Part 1 Storm Drain system.

Upon conditional acceptance, the City releases the full amount of the Performance Bond in the amount of \$616,516.00 (Six hundred sixteen thousand five hundred sixteen dollars). A Letter of Credit for the 15% contingency in the amount of \$ 92,477.40 (Ninety-two thousand four hundred seventy-seven dollars and forty cents) will remain in place for the warranty period of one year from the conditional acceptance approval. Public Works will assume maintenance of the Storm Drain during the warranty period.

ANALYSIS:

Phase IIA-1, Part 1 Storm Drain: Performance Bond No. 30012283 in the amount of \$ 616,516.00

15% contingency: Letter of Credit No. 9551106567-00002 in the amount of \$ 92,477.40

RECOMMENDATION:

Staff recommends that Mayor & Council consent to conditional acceptance of the Phase IIA-1, Part 1 Storm Drain and agree to the release of the Performance Bond in the amount of \$ 616,516.00 and hold 15% contingency for one year warranty period, Letter of Credit in the amount of 92,477.40.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Reference: Conditional Acceptance Request for Phase IIA-1, Part 1 Storm Drain, City of Brunswick

Dear Mr. Dell:

We are requesting Conditional Acceptance in regards to Phase IIA-1, Part 1 Storm Drain. The work has been properly completed and inspected.

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

Original Bond Amount Posted - \$616,516.00
Original 15% Contingency Posted - \$ 92,477.40

Bond Release Requested - \$616,516.00
15% Contingency to Remain - \$ 92,477.40

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. Dan Fryer".

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



THE
CITY OF BRUNSWICK
MARYLAND

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

Mayor & Council
Brunswick Crossing – Storm Drain
Conditional Acceptance and Performance Bond Release
Phase IIA-1, Part 2
Staff Report
January 12, 2015

BACKGROUND:

On December 18, 2015, Public Works and the City Engineer completed inspection of the Phase IIA-1, Part 2 Storm Drain and found the system satisfactory. This staff report is to request that the Mayor & Council agree to conditional acceptance of Phase IIA-1, Part 2 Storm Drain system.

Upon conditional acceptance, the City releases the full amount of the Performance Bond in the amount of \$176,496.00 (One hundred seventy-six thousand four hundred ninety-six dollars). A Letter of Credit for the 15% contingency in the amount of \$ 26,474.40 (Twenty-six thousand four hundred seventy-four dollars and forty cents) will remain in place for the warranty period of one year from the conditional acceptance approval. Public Works will assume maintenance of the Storm Drain during the warranty period.

ANALYSIS:

Phase IIA-1, Part 2 Storm Drain: Performance Bond No. 101211481 in the amount of \$ 176,496.00

15% contingency: Letter of Credit No. SB1847260001 in the amount of \$ 26,474.40

RECOMMENDATION:

Staff recommends that Mayor & Council consent to conditional acceptance of the Phase IIA-1, Part 2 Storm Drain and agree to the release of the Performance Bond in the amount of \$ 176,496.00 and hold 15% contingency for one year warranty period, Letter of Credit in the amount of 26,474.40.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Reference: Conditional Acceptance Request for Phase IIA-1, Part 2 Storm Drain, City of Brunswick

Dear Mr. Dell:

We are requesting Conditional Acceptance in regards to Phase IIA-1, Part 2 Storm Drain. The work has been properly completed and inspected.

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

Original Bond Amount Posted - \$176,496.00
Original 15% Contingency Posted - \$ 26,474.40

Bond Release Requested - \$176,496.00
15% Contingency to Remain - \$ 26,474.40

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

Sincerely,

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

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



THE CITY OF BRUNSWICK MARYLAND

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

**Mayor & Council
Brunswick Crossing – Storm Drain
Conditional Acceptance and Performance Bond Release
Phase IIA-2, Part 1
Staff Report
January 12, 2015**

BACKGROUND:

On December 18, 2015, Public Works and the City Engineer completed inspection of the Phase IIA-2, Part 1 Storm Drain and found the system satisfactory. This staff report is to request that the Mayor & Council agree to conditional acceptance of Phase IIA-2, Part 1 Storm Drain system.

Upon conditional acceptance, the City releases the full amount of the Performance Bond in the amount of \$211,755.00 (Two hundred eleven thousand seven hundred fifty-five dollars). A Letter of Credit for the 15% contingency in the amount of \$ 31,763.25 (Thirty-one thousand seven hundred sixty-three dollars and twenty-five cents) will remain in place for the warranty period of one year from the conditional acceptance approval. Public Works will assume maintenance of the Storm Drain during the warranty period.

ANALYSIS:

Phase IIA-2, Part 1 Storm Drain: Performance Bond No. 10115308 in the amount of \$ 211,755.00

15% contingency: Letter of Credit No. SB1777610001 in the amount of \$ 31,763.25

RECOMMENDATION:

Staff recommends that Mayor & Council consent to conditional acceptance of the Phase IIA-2, Part 1 Storm Drain and agree to the release of the Performance Bond in the amount of \$ 211,755.00 and hold 15% contingency for one year warranty period, Letter of Credit in the amount of 31,763.25.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Reference: Conditional Acceptance Request for Phase IIA-2, Part 1 Storm Drain, City of Brunswick

Dear Mr. Dell:

We are requesting Conditional Acceptance in regards to Phase IIA-2, Part 1 Storm Drain. The work has been properly completed and inspected.

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

Original Bond Amount Posted - \$211,755.00
Original 15% Contingency Posted - \$ 31,763.25

Bond Release Requested - \$211,755.00
15% Contingency to Remain - \$ 31,763.25

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. Dan Fryer".

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



THE CITY OF BRUNSWICK MARYLAND

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

**Mayor & Council
Brunswick Crossing – Phase IIA-1, Part 2 Paving
Performance Bond Reduction
Staff Report
January 12, 2015**

BACKGROUND:

On December 18, 2015, Brunswick Crossing, LLC requested a bond reduction for the base paving and curb and gutter that is in place for Phase IIA-1, Part 2. This is not a request for conditional acceptance; that cannot be initiated until the final surface course is applied and Public Works has inspected and approved the curb and gutter and there is no construction traffic. There will be a one-year warranty following conditional acceptance.

This staff report is to request that the Mayor & Council agree to reduce the Performance Bond by \$197,363.94 (one hundred ninety-seven thousand three hundred sixty-three dollars and ninety-four cents).

Upon reduction of this amount, a balance of \$34,146.40 (Thirty-four thousand one hundred forty-six dollars and forty cents) will remain on the Performance Bond. This amount includes the final paving course, common area sidewalk, street signs, stop bars and cross walks that have not yet been installed.

The Letter of Credit for the 15% contingency for all of Phase IIA-1, Part 2 Paving in the amount of \$34,726.55 (Thirty-four thousand seven hundred twenty-six dollars and fifty-five cents) will remain in place until the warranty period expires.

ANALYSIS:

Phase IIA-1, Part 2 Paving: Performance Bond No. 10121480 in the amount of \$ 231,510.34
Recommend amount released from Bond \$ 197,363.94
Remaining balance of bond \$ 34,146.40

Phase IIA-1, Part 2 Paving: Letter of Credit to remain in place (15% Contingency) \$34,726.55

Phase IIA-1, Part 2 Paving Total surety to remain in place. \$ 68,872.95

RECOMMENDATION:

Staff recommends that Mayor & Council consent to a Performance Bond reduction in the amount of \$ 197,363.94 for Phase IIA-1, Part 2 Paving.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Reference: ~~Conditional Acceptance~~ ^{Bond Reduction} Request for Phase IIA-1, Part 2 Paving, City of Brunswick

Dear Mr. Dell:

We are requesting ~~Conditional Acceptance~~ ^{Bond Reduction} in regards to Phase IIA-1, Part 2 Paving. The following partial work has been properly completed and inspected.

Please find enclosed the ~~Conditional Acceptance~~ ^{Reduction} Bond Cost estimate, supporting documentation for bond reduction and aggregate summary as requested. All paving items have been complete with exception to final surface paving. Per City of Brunswick policy, the 15% contingency for all of the above completed work and all work to be completed will remain in effect until final acceptance.

Original Bond Amount Posted - \$231,510.34
Original 15% Contingency Posted - \$ 34,726.55

Bond Reduction Requested - \$197,363.94
Bond Amount to Remain - \$ 34,146.40
15% Contingency to Remain - \$ 34,726.55

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

Sincerely,


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

City of Brunswick Street Summary

Date: 3/18/2015

Subdivision: Brunswick Crossing

Section: Section IIA-1 Part 2

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



THE CITY OF BRUNSWICK MARYLAND

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

**Mayor & Council
Brunswick Crossing – Phase IIA-2, Part 1 Paving
Performance Bond Reduction
Staff Report
January 12, 2015**

BACKGROUND:

On December 18, 2015, Brunswick Crossing, LLC requested a bond reduction for the base paving and curb and gutter that is in place for Phase IIA-2, Part 1. This is not a request for conditional acceptance; that cannot be initiated until the final surface course is applied and Public Works has inspected and approved the curb and gutter and there is no construction traffic. There will be a one-year warranty following conditional acceptance.

This staff report is to request that the Mayor & Council agree to reduce the Performance Bond by \$258,304.92 (two hundred fifty-eight thousand three hundred four dollars and ninety-two cents).

Upon reduction of this amount, a balance of \$44,430.20 (Forty-four thousand four hundred thirty dollars and twenty cents) will remain on the Performance Bond. This amount includes the final paving course, common area sidewalk, street signs, stop bars and cross walks that have not yet been installed.

The Letter of Credit for the 15% contingency for all of Phase IIA-2, Part 1 Paving in the amount of \$45,410.27 (forty-five thousand four hundred ten dollars and twenty-seven cents) will remain in place until the warranty period expires.

ANALYSIS:

Phase IIA-2, Part 1 Paving: Performance Bond No. 10115309 in the amount of \$ 302,735.12
Recommend amount released from Bond \$ 258,304.92
Remaining balance of bond \$ 44,430.20

Phase IIA-2, Part 1 Paving: Letter of Credit to remain in place (15% Contingency) \$45,410.27

Phase IIA-2, Part 1 Paving Total surety to remain in place. \$89,840.47

RECOMMENDATION:

Staff recommends that Mayor & Council consent to a Performance Bond reduction in the amount of \$ 258,304.92 for Phase IIA-2, Part 1 Paving.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Bond Reduction

Reference: ~~Conditional Acceptance~~ Request for Phase IIA-2, Part 1 Paving, City of Brunswick

Dear Mr. Dell:

Bond Reduction

We are requesting ~~Conditional Acceptance~~ in regards to Phase IIA-2, Part 1 Paving. The following partial work has been properly completed and inspected.

Reduction

Please find enclosed the ~~Conditional Acceptance~~ Bond Cost estimate, supporting documentation for bond reduction and aggregate summary as requested. All paving items have been complete with exception to final surface paving. Per City of Brunswick policy, the 15% contingency for all of the above completed work and all work to be completed will remain in effect until final acceptance.

Original Bond Amount Posted - \$302,735.12
Original 15% Contingency Posted - \$ 45,410.27

Bond Reduction Requested - \$258,304.92
Bond Amount to Remain - \$ 44,430.20
15% Contingency to Remain - \$ 45,410.27

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

Sincerely,

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

City of Brunswick Street Summary

Date: November 4, 2014

Subdivision: BRUNSWICK CROSSING

Section: Phase IIA-2 Part 1

Street Name	Beginning Station	Ending Station	Length (lf)
Long Farm Lane	0+00	8+00	800
Drydock Street	0+00	10+36.73	1,036
Wills Creek Drive	0+00	4+19.15	419



THE
CITY OF BRUNSWICK
MARYLAND

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

Mayor & Council
Brunswick Crossing - Water and *Sewer*
Conditional Acceptance and Performance Bond Release
Phase IIA-1, Part 2
Staff Report
January 12, 2015

BACKGROUND:

On December 18, 2015, Public Works and the City Engineer completed inspection of the Phase IIA-1, Part 2 Water and *Sewer* and found the systems satisfactory. This staff report is to request that the Mayor & Council agree to conditional acceptance of Phase IIA-1, Part 2 Water and *Sewer* systems.

Upon conditional acceptance, the City releases the full amount of the Performance Bond in the amount of \$90,188.00 (Ninety thousand one hundred eighty-eight dollars). A Letter of Credit for the 15% contingency in the amount of \$ 30,885.90 (Thirty thousand eight hundred eighty-five dollars and ninety cents) will remain in place for the warranty period of one year from the conditional acceptance approval. Public Works will assume maintenance of the water and *sewer* during the warranty period.

ANALYSIS:

Phase IIA-1, Part 2 Water and *Sewer*: Performance Bond No. 10104127 in the amount of \$ 90,188.00

15% contingency: Letter of Credit No. SB1764840001 in the amount of \$ 30,885.90

RECOMMENDATION:

Staff recommends that Mayor & Council consent to conditional acceptance of the Phase IIA-1, Part 2 Water and *Sewer* and agree to the release of the Performance Bond in the amount of \$ 90,188.00 and hold 15% contingency for one year warranty period, Letter of Credit in the amount of 30,885.90.



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

J. DAN FRYER, P.E.
PROJECT MANAGER

EXTENSION: 1087
EMAIL: DFRYER@PLEASANTS.ORG

October 6, 2015

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

Reference: Conditional Acceptance Request for Phase IIA-1, Part 2 Water and Sewer,
City of Brunswick

Dear Mr. Dell:

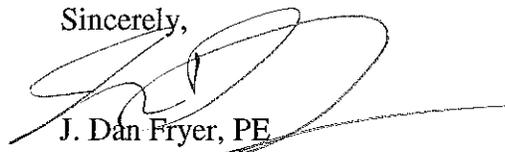
We are requesting Conditional Acceptance in regards to Phase IIA-1, Part 2 Water and Sewer. The work has been properly completed and inspected.

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

Original Bond Amount Posted -	\$205,906.00
Original 15% Contingency Posted -	<u>\$ 30,885.90</u>
<i>Previously Reduced Bond Amount -</i>	<i>\$115,718.00 (4/13/2015)</i>
Bond Release Requested -	\$ 90,188.00
15% Contingency to Remain -	\$ 30,885.90

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

Sincerely,



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

City of Brunswick Conditional Summary By Street

Date: September 11, 2014

Subdivision: Brunswick Crossing, Section IIA-1

City Contract # SW-8

Water Quantity Totals

Item	Unit	Quantity
12" DIP CL 52	lf	912
8" DIP CL 52	lf	0
Fire Hydrants	ea	3
1" WHC	ea	15

Quantity Summary by Street

Street	Size (in)	Beg. Sta	End Sta.	Length (ft)	Valves	Fire Hydrants
Potomac View	12	23+35	32+00	865	2	3
				865	2	3
Central Ave	12	0+00	0+47	47	1	0
				47	1	0

City of Brunswick Sewer Quantity by Street

Date: September 9, 2014

Subdivision: BRUNSWICK CROSSING, Section IIA-1 Part 2

City Contract # SW-8

Sewer Quantity Totals

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

Sewer Quantity Summary by Street

Street	Sewer Summary					SDR 35	SDR 26	DIP
	Size (in)	SDR	MH#	to	MH#	Sub-Total (lf)	Sub-Total (lf)	Sub-Total (lf)
Potomac View Dr	8"	35	ex stub	to	2	91		
	8"	35	2	to	3	111		
	8"	35	3	to	4	69		
	8"	35	4	to	5	86		
	8"	35	5	to	6	172		
	8"	35	6	to	7	329		
	8"	35	7	to	stub	25		
	8"	35	7	to	8			53
	8"	35	8	to	9			137
	8"	35	9	to	10			113
	8"	35	10	to	11	195		
	8"	35	11	to	12		182	
	8"	35	12	to	13		147	
	8"	35	13	to	stub		30	
						1078	359	303



THE CITY OF BRUNSWICK MARYLAND

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

Mayor & Council Brunswick Self Storage II Public Works Agreement Package Staff Report January 12, 2016

This is a request for approval of the Brunswick Self Storage 2 Public Works Agreement (PWA) Package for Sewer, Sediment Erosion Control and Stormwater Management.

ANALYSIS:

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

The Developer, Hopwood Properties LLC, LLC intends to provide the surety for this work in the form of one Letters of Credit in the following amounts:

Sewer Phase I,	19,179.53
Sewer Phase II,	12,148.03
Sediment Erosion Control	20,060.52
Stormwater Management	42,035.96

All surety contains a 15% contingency

Letters of Credit will be submitted prior to final signatures.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Brunswick Self 2 PWA package with the following conditions:

1. PWA Package must be approved by the Mayor and Council
2. Applicant signs all documents and submits Letters of Credit in the approved amounts

STANDARD
PUBLIC WORKS AGREEMENT
FOR BRUNSWICK SELF
STORAGE II
CITY OF BRUNSWICK, MARYLAND
Public Sewer

This Public Works Agreement ("this Agreement") is made as of the _____ day of _____, 2015 by and between the MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland, having its principal offices at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (the "City"), and Hopwood Properties LLC, a Maryland Limited Liability company, having its principal offices at 604 W Potomac Street, Brunswick, Maryland 21716 (the "Developer"), as follows:

RECITALS

1. PROPERTY AND IMPROVEMENTS. The Developer is the owner and developer of certain lands in the City of Brunswick, Frederick County, State of Maryland, located at 604 W Potomac Street, and known and described as the Brunswick Self Storage II (the "Property"), upon which and for the benefit of Developer intends to construct those certain sewer improvements generally described as:

Brunswick Self Storage II phase 1 and phase 2 Sewer Improvements (the "Improvements").

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

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

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

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

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

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

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

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

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

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

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

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

C. Draws On The Financial Guaranty. The Financial Guaranty shall be in form satisfactory to the City and shall provide that the City shall be authorized to draw down part

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

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

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

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

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

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

For the City:

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

For the Developer:

Hopwood Properties LLC
C/O William Hopwood Managing Member
604 W Potomac Street
Brunswick, Maryland 21716

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

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

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

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

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

-SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW-

WITNESS/AITEST:

CITY:

MAYOR AND COUNCIL OF BRUNSWICK

By: _____ (SEAL)

Karin Tome, Mayor

DEVELOPER:

By: _____ (SEAL)

Name: William Hopwood
Title: Managing Member

STATE OF MARYLAND, COUNTY OF _____, to wit:

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

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William J. Hopwood, Managing Member of Hopwood Properties, LLC, and he acknowledged the foregoing instrument to be the act and deed of Hopwood Properties, LLC, as its Managing Member, and he did further certify that he is duly authorized, as Managing Member of Hopwood Properties, LLC to make this acknowledgement on its behalf.

WITNESS, my hand and Notarial Seal.

My Commission Expires:

Terra Solutions Engineering, LLC
 Commercial Residential Land Planning and Engineering
 "Solutions Through Experienced Engineering"

5216 Chairmans Court, Suite 105
 Frederick, MD 21703
 Phone: 301-378-9842

COST ESTIMATE- Public Sewer for PWA

**Brunswick Self Storage II- Phase 1 Sewer
 Frederick County**

Item #	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	8" PVC, SDR-26 and SDR-35 and fittings	LF	305	\$35.00	10,675.00
2	Sewer Line Testing	LF	305	\$0.50	152.50
3	48" Precast Manhole w/ Heavy Duty Frame & Cover	EA	2	\$2,500.00	5,000.00
4	Concrete Encasement	CY	1.94	\$438.00	850.35
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
21					0.00
22					0.00
23					0.00
24					0.00
25					0.00
26					0.00
27					0.00

Sub-total: 16,677.85
 Contingency (15%): 2,501.68
 Total: 19,179.53

Terra Solutions Engineering, LLC
 Commercial Residential Land Planning and Engineering
 "Solutions Through Experienced Engineering"

5216 Chairmans Court, Suite 105
 Frederick, MD 21703
 Phone: 301-378-9842

COST ESTIMATE- Public Sewer for PWA

**Brunswick Self Storage II- Phase 2 Sewer
 Frederick County**

Item #	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	8" PVC, SDR-26 and SDR-35 and fittings	LF	137	\$35.00	4,795.00
2	Sewer Line Testing	LF	137	\$0.50	68.50
3	48" Precast Manhole w/ Heavy Duty Frame & Cover	EA	1	\$2,500.00	2,500.00
4	48" Drop Manhole w/ Heavy Duty Frame & Cover	EA	1	\$3,200.00	3,200.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
21					0.00
22					0.00
23					0.00
24					0.00
25					0.00
26					0.00
27					0.00

Sub-total: 10,563.50
 Contingency (15%): 1,584.53
 Total: 12,148.03

**STANDARD
PUBLIC WORKS AGREEMENT
CITY OF BRUNSWICK, MARYLAND
SEDIMENT AND EROSION CONTROL**

This Public Works Agreement ("this Agreement") is made as of the _____ day of _____ 2016, by and between the MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland, having its principal offices at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (the "City"), and HOPWOOD PROPERTIES, LLC, a Maryland limited liability company, having its principal offices at 604 West Potomac Street, Brunswick, Maryland 21716 (the "Developer"), as follows:

RECITALS

1. **PROPERTY AND PROJECT.** The Developer is the owner of certain lands in the City of Brunswick; Frederick County, State of Maryland, located south of West Potomac Street, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "Property"), which it intends to develop as a warehouse and self storage facility (the "Project").
2. **PLANS.** Developer has submitted improvement and construction plans for the Project for grading, storm water management and sediment and erosion control and other required infrastructure for the Project (the "Project Plans") and the cost estimates for the Project contemplated by the Project Plans (the "Cost Estimates") which have been approved by the City Department of Public Works.
3. **PERMIT APPLICATION.** Developer is seeking to have the City Department of Public Works issue a grading permit for the construction of the Project pursuant to the City approved Project Plans and Cost Estimates.

4. GRADING, SEDIMENT CONTROL AND STORMWATER MANAGEMENT.

Pursuant to Chapter 4, Article 2, Title 3, Section 4-1303 of the Code of Ordinances of the City of Brunswick, as amended, the City adopted the provisions of Chapter 1-10 "Grading and Sediment Control" of the Frederick County Code. Pursuant to Section 4-1304 of the Code of Ordinances of the City of Brunswick, as amended.

5. LEGAL AUTHORITY. Article 5, Section 5.12 C. 5. of the City of Brunswick

Zoning Ordinance, as amended, and Article 2, Section 2.5 and Article 4 of the City of Brunswick Subdivision Regulations, as amended, provide that public or private infrastructure improvements required as part of a site plan or subdivision development proposal be financially guaranteed and constructed by the owner/developer/subdivider pursuant to a public works agreement between the City and the owner/developer/subdivider and that the owner/developer/subdivider provide an irrevocable letter of credit or other satisfactory financial guaranty to the City to guarantee the proper, complete and timely completion of any improvements associated with the Project including but not limited to roads, curbs, gutters, sidewalks, streetlights, water and sewer facilities, stormwater management, and sediment and erosion control facilities and to otherwise protect the health, safety and welfare of the City of Brunswick and its residents.

6. PURPOSE. Developer and City enter into this Agreement for the purpose and intent of satisfying the requirements of the City of Brunswick Zoning Ordinance, Subdivision Regulations, and other land development policies and requirements of the City of Brunswick with regard to the financial guaranty and construction of the "Improvements" (as hereinafter described) in accordance with the Project Plans and the Cost Estimates.

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

1. Developer's Agreement To Timely Complete. Developer shall within six (6) months from the date of execution of this Agreement, construct or cause to be constructed all of the required sediment and erosion control facilities approved by the City Department of Public Works on the Project Plans identified as (County) A/P 122378, (City) BR-13-02-IP (the Improvements").
2. Design Specifications. Developer shall construct all Improvements in accordance with the specifications set forth in the Project Plans, the Code of Ordinances, policies and regulations of the City of Brunswick and as enforced by the City Department of Public Works.
3. Inspection. Developer shall proceed with construction of Improvements in accordance with the inspection procedures specified by the City in adopted ordinances, resolutions and policies.
4. Financial Guaranty. As a condition of this Agreement, Developer shall furnish City with an Escrow Account or a Letter of Credit in a form satisfactory to City in the amount of \$ 20,060.52, as set forth in the City-approved Cost Estimates (the "Financial Guaranty") and naming the City as beneficiary thereunder, assuring the full, complete and faithful performance of this Agreement by Developer and further guaranteeing the Developer's payment of all charges, liens, and indebtednesses incurred in, by reason of, or due to the construction of the Improvements under this Agreement, including but not limited to enforcement costs, and reasonable attorney's fees. The partial release of Financial Guaranty funds from time to time may be authorized by the City as requested by the Developer for work on the Improvements that

is completed to the satisfaction of the City. The Financial Guaranty may be released in full by the City only after the Developer has completed all obligations for the Improvements and under this Agreement

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

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

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

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

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

to have been received one (1) business day after it is sent. Notices necessary and provided in this

Agreement shall be mailed to:

For the City:
 Mayor and Council of Brunswick
 c/o Bob McGrory City Administrator
 One West Potomac Street
 Brunswick, Maryland 21716

For the Developer:
 Hopwood Properties, LLC
 c/o William Hopwood, Managing
 Member
 604 West Potomac Street
 Brunswick, Maryland 21716

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

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

Of such defense. Further, City and Developer shall mutually agree upon the selection of counsel, scope and execution of the defense as it relates to this Agreement.

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

WITNESS/ATTEST:

CITY:

MAYOR AND COUNCIL OF BRUNSWICK,
a body politic and corporate of the
State of Maryland

By: _____ (SEAL)
Karin Tome, Mayor

DEVELOPER:

HOPWOOD PROPERTIES, LLC,
a Maryland limited liability company

By: _____ (SEAL)
William J Hopwood
Managing Member

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me, a Notary Public of the State and County aforesaid, personally appeared Karin Tome, Mayor of Mayor and Council of Brunswick, a municipal corporation of the State of Maryland, and she did acknowledge the foregoing instrument to be the act and deed of the Mayor and Council of Brunswick, and that he is duly authorized to make this acknowledgment on its behalf.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William J. Hopwood, Managing Member of Hopwood Properties, LLC, and he acknowledged the foregoing instrument to be the act and deed of Hopwood Properties, LLC, as its Managing Member, and he did further certify that he is duly authorized, as Managing Member of Hopwood Properties, LLC to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

APPROVED AS TO LEGAL SUFFICIENCY

City Attorney

EXHIBIT "A"

All those lots or parcels of land conveyed by CSX Transportation, Inc. to Hopwood Properties, L.L.C., by Quitclaim Deed dated March 4, 2011 and recorded in Liber 8367, folio 240, among the Land Records of Frederick County, Maryland; and all those lots or parcels of land conveyed by Peatwick Property Management Limited Partnership to Hopwood Properties, L.L.C. by Deed dated October 15, 2004 and recorded in Liber 4910, folio 25 among the aforesaid Land Records; all as shown on a plat entitled, "Addition Plat, CSX Transportation, Inc., Liber 274 at Folio 547, Addition to Hopwood Properties, LLC, Liber 4910 at Folio 25" as recorded in Plat Book 89, page 149, of the Plat Records for Frederick County, Maryland; and also shown on a plat entitled "Addition Plat, Hopwood Properties, LLC Addition to Hopwood Properties, LLC" recorded in Plat book 82, page 59 of the aforesaid Plat Records.

**STANDARD
PUBLIC WORKS AGREEMENT
CITY OF BRUNSWICK, MARYLAND
STORM WATER MANAGEMENT**

This Public Works Agreement ("this Agreement") is made as of the _____ day of _____ 2016, by and between the MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland, having its principal offices at Brunswick City Hall, One West Potomac Street, Brunswick, Maryland 21716 (the "City"), and HOPWOOD PROPERTIES, LLC, a Maryland limited liability company, having its principal offices at 604 West Potomac Street, Brunswick, Maryland 21716 (the "Developer"), as follows:

RECITALS

1. **PROPERTY AND PROJECT.** The Developer is the owner of certain lands in the City of Brunswick; Frederick County, State of Maryland, located south of West Potomac Street, as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "Property"), which it intends to develop as a warehouse and self-storage facility (the "Project").
2. **PLANS.** Developer has submitted improvement and construction plans for the Project for storm water management and other required infrastructure for the Project (the "Project Plans") and the cost estimates for the Project contemplated by the Project Plans (the "Cost Estimates") which have been approved by the City Department of Public Works.
3. **PERMIT APPLICATION.** Developer is seeking to have the City Department of Public Works issue a grading permit for the construction of the Project pursuant to the City approved Project Plans and Cost Estimates.

4. STORMWATER MANAGEMENT. Pursuant to Chapter 4, Article 2, Title 3, Section 4-1303 of the Code of Ordinances of the City of Brunswick, as amended, the City adopted the provisions of Chapter 1-15.2 "Storm Water Management" of the Frederick County Code 1979, as amended.

5. LEGAL AUTHORITY. Article 5, Section 5.12 C. 5. of the City of Brunswick Zoning Ordinance, as amended, and Article 2, Section 2.5 and Article 4 of the City of Brunswick Subdivision Regulations, as amended, provide that public or private infrastructure improvements required as part of a site plan or subdivision development proposal be financially guaranteed and constructed by the owner/developer/subdivider pursuant to a public works agreement between the City and the owner/developer/subdivider and that the owner/developer/subdivider provide an irrevocable letter of credit or other satisfactory financial guaranty to the City to guarantee the proper, complete and timely completion of any improvements associated with the Project including but not limited to roads, curbs, gutters, sidewalks, streetlights, water and sewer facilities, stormwater management, and sediment and erosion control facilities and to otherwise protect the health, safety and welfare of the City of Brunswick and its residents.

6. PURPOSE. Developer and City enter into this Agreement for the purpose and intent of satisfying the requirements of the City of Brunswick Zoning Ordinance, Subdivision Regulations, and other land development policies and requirements of the City of Brunswick with regard to the financial guaranty and construction of the "Improvements" (as hereinafter described) in accordance with the Project Plans and the Cost Estimates.

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

1. Developer's Agreement To Timely Complete. Developer shall within twelve (12) months from the date of execution of this Agreement, construct or cause to be constructed all of the required storm water management facilities approved by the City Department of Public Works on the Project Plans identified as (County) A/P 122678, (City) BR-13-02-IP (the Improvements").
2. Design Specifications. Developer shall construct all Improvements in accordance with the specifications set forth in the Project Plans, the Code of Ordinances, policies and regulations of the City of Brunswick and as enforced by the City Department of Public Works.
3. Inspection. Developer shall proceed with construction of Improvements in accordance with the inspection procedures specified by the City in adopted ordinances, resolutions and policies.
4. Financial Guaranty. As a condition of this Agreement, Developer shall furnish City with an Escrow Account or a Letter of Credit in a form satisfactory to City in the amount of \$ 42,035.96, as set forth in the City-approved Cost Estimates (the "Financial Guaranty") and naming the City as beneficiary thereunder, assuring the full, complete and faithful performance of this Agreement by Developer and further guaranteeing the Developer's payment of all charges, liens, and indebtednesses incurred in, by reason of, or due to the construction of the Improvements under this Agreement, including but not limited to enforcement costs, and reasonable attorney's fees. The partial release of Financial Guaranty funds from time to time may be authorized by the City as requested by the Developer for work on the Improvements that

is completed to the satisfaction of the City. The Financial Guaranty may be released in full by the City only after the Developer has completed all obligations for the Improvements and under this Agreement

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

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

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

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

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

to have been received one (1) business day after it is sent. Notices necessary and provided in this

Agreement shall be mailed to:

For the City:
Mayor and Council of Brunswick
c/o Bob McGrory City Administrator
One West Potomac Street
Brunswick, Maryland 21716

For the Developer:
Hopwood Properties, LLC
c/o William Hopwood, Managing
Member
604 West Potomac Street
Brunswick, Maryland 21716

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

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

Of such defense. Further, City and Developer shall mutually agree upon the selection of counsel, scope and execution of the defense as it relates to this Agreement.

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

WITNESS/ATTEST:

CITY:

MAYOR AND COUNCIL OF BRUNSWICK,
a body politic and corporate of the
State of Maryland

By: _____ (SEAL)
Karin Tome, Mayor

DEVELOPER:

HOPWOOD PROPERTIES, LLC,
a Maryland limited liability company

By: _____ (SEAL)
William J Hopwood
Managing Member

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2016, before me, a Notary Public of the State and County aforesaid, personally appeared Karin Tome, Mayor of Mayor and Council of Brunswick, a municipal corporation of the State of Maryland, and she did acknowledge the foregoing instrument to be the act and deed of the Mayor and Council of Brunswick, and that he is duly authorized to make this acknowledgment on its behalf.

WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William J. Hopwood, Managing Member of Hopwood Properties, LLC, and he acknowledged the foregoing instrument to be the act and deed of Hopwood Properties, LLC, as its Managing Member, and he did further certify that he is duly authorized, as Managing Member of Hopwood Properties, LLC to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

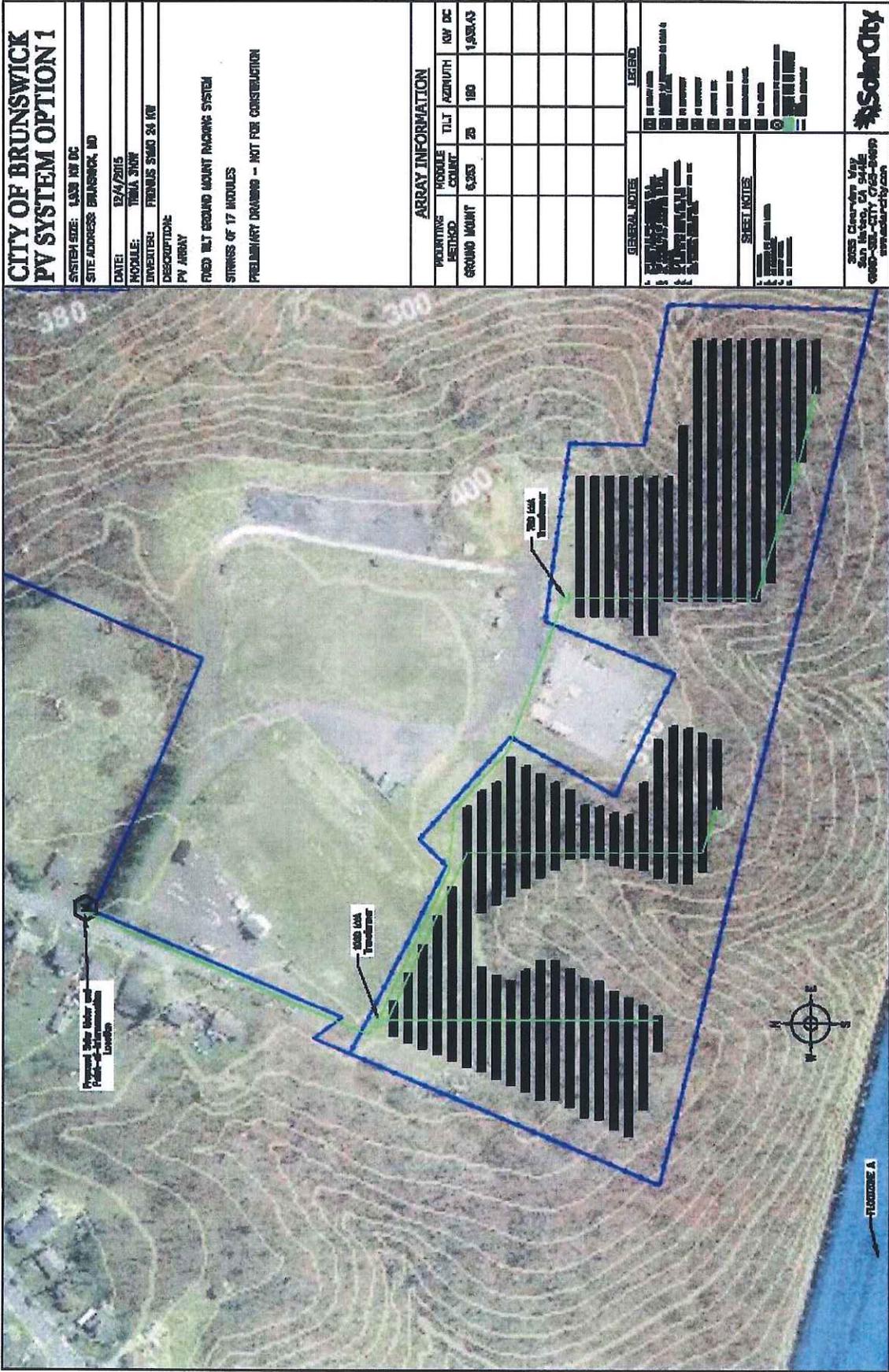
APPROVED AS TO LEGAL SUFFICIENCY

City Attorney

EXHIBIT "A"

All those lots or parcels of land conveyed by CSX Transportation, Inc. to Hopwood Properties, L.L.C., by Quitclaim Deed dated March 4, 2011 and recorded in Liber 8367, folio 240, among the Land Records of Frederick County, Maryland; and all those lots or parcels of land conveyed by Peatwick Property Management Limited Partnership to Hopwood Properties, L.L.C. by Deed dated October 15, 2004 and recorded in Liber 4910, folio 25 among the aforesaid Land Records; all as shown on a plat entitled, "Addition Plat, CSX Transportation, Inc., Liber 274 at Folio 547, Addition to Hopwood Properties, LLC, Liber 4910 at Folio 25" as recorded in Plat Book 89, page 149, of the Plat Records for Frederick County, Maryland; and also shown on a plat entitled "Addition Plat, Hopwood Properties, LLC Addition to Hopwood Properties, LLC" recorded in Plat book 82, page 59 of the aforesaid Plat Records.

City of Brunswick, Site Option 1 (South of Sports Complex)



CITY OF BRUNSWICK PV SYSTEM OPTION 1

SYSTEM SIZE: 1.53 MW DC
SITE ADDRESS: BRUNSWICK, MD

DATE: 12/4/2015
INVESTOR: TRIVA SPP
INVERTER: FRENUS SMD 34 KW

DESCRIPTION:
PV ARRAY
FIXED TILT GROUND MOUNT RACKING SYSTEM
STRINGS OF 17 MODULES
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

ARRAY INFORMATION

MOUNTING METHOD	MODULE COUNT	TILT	AZIMUTH	KW DC
GROUND MOUNT	6303	25	180	1,530,439

GENERAL NOTES

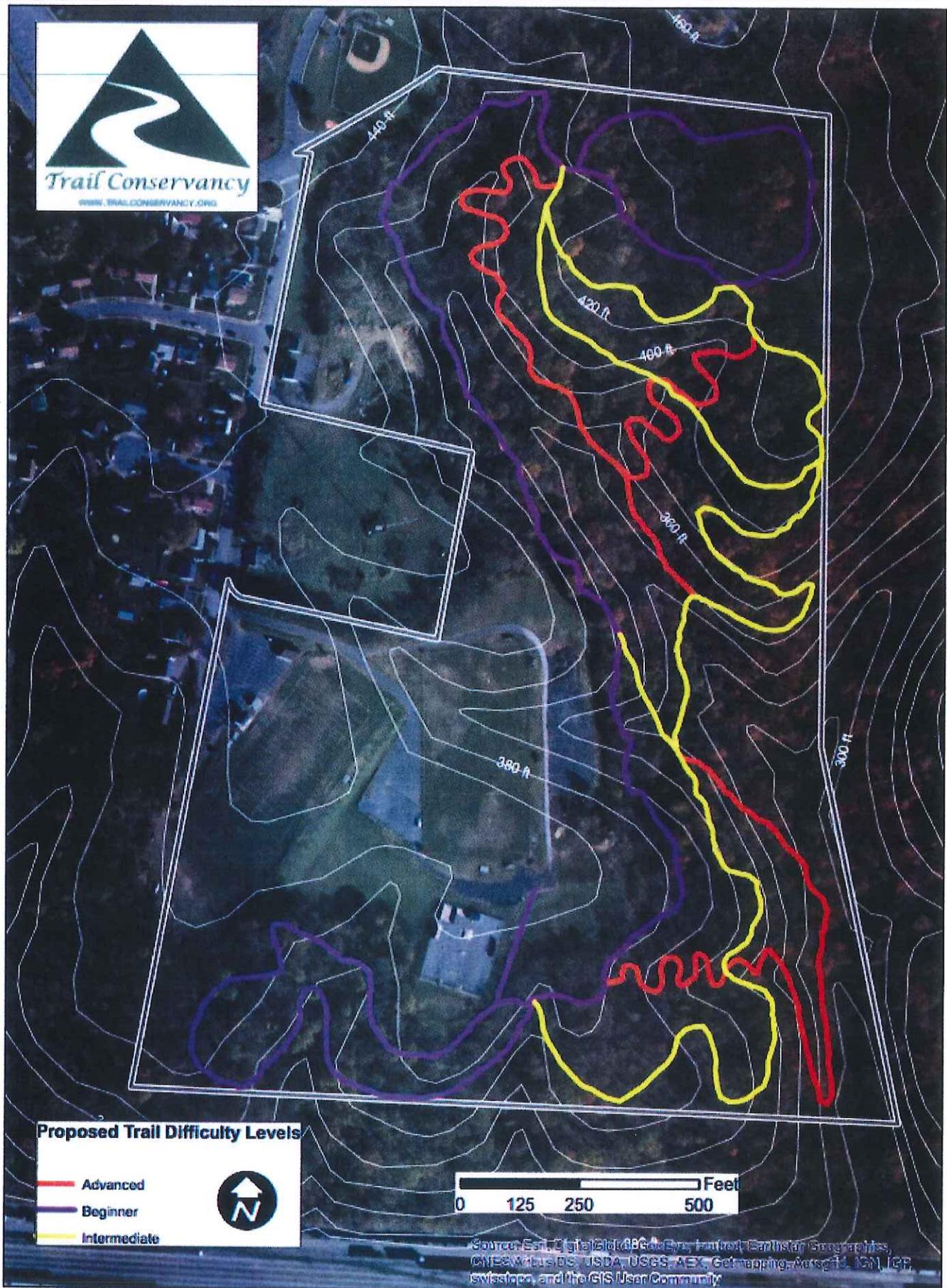
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRUNSWICK SPECIFICATIONS AND STANDARDS.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL SURVEY DATA.
4. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL TOPOGRAPHIC DATA.
5. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL UTILITY DATA.
6. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING STRUCTURE DATA.
7. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING ROAD DATA.
8. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING ELEVATION DATA.
9. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING AREA DATA.
10. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING PERMITS AND APPROVALS.

SHEET NOTES

1. THIS SHEET IS ONE OF SEVERAL SHEETS IN THIS PROJECT.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL SURVEY DATA.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL TOPOGRAPHIC DATA.
4. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL UTILITY DATA.
5. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING STRUCTURE DATA.
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8. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING AREA DATA.
9. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING PERMITS AND APPROVALS.
10. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL EXISTING SURVEY DATA.

3025 Courtyard Way
San Mateo, CA 94404
650-593-3800
www.solarcity.com

Proposed Brunswick Trail System Concept



Proposed Trail Difficulty Levels

- Advanced
- Beginner
- Intermediate



0 125 250 500 Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



CITY OF BRUNSWICK

INCORPORATED 1890

1 West Potomac Street Brunswick, Maryland 21716 (301) 834-7500

January 7, 2016

To: Mayor and City Council, City of Brunswick
From: Bob McGrory, City Administrator
Re: Plan of Organization – amendment and adoption proposed

Article 4 Section 2-4201 of the Code of Ordinances of the City of Brunswick describes the Plan of Organization. City Administration wishes to confirm authorized staffing levels by seeking Council adoption of the attached document “City of Brunswick Plan of Organization” dated January 12, 2016. The prior version was adopted September 8, 2015. Highlights of current staffing and proposed changes are as follows:

- Current Staffing is authorized for not more than 48 full time positions
- Proposed Staffing is not more than 49 full time positions
 - Refilling Dormant Position –
 - Through late 2013 the City had a position (Development Review Coordinator) in Administration intended to assist the Departments of Public Works and Administration coordinate the development process and manage projects that involved both Departments, including in the area of planning and zoning.
 - The position was subsequently reallocated (Bookkeeper) to reflect the slower pace of development and the administrative priority of the City, particularly in the area of finance, audit, and administrative/accounting software.
 - Given the increasing complexity of the City’s long term infrastructure and other projects, as well as the increased pace of development, the City wishes an additional staff person to fill a position at the prior grade with the modified title of “Project Coordinator”.
- Certain specific positions are described in the Charter or Code and therefore are listed even though they are not in use currently: e.g. Director of Facilities, Clerk/Treasurer, Development Review Coordinator, and Assistant Superintendent of Water/Wastewater. Additional descriptions added “Utilities” related to the renaming of the Utilities Department approved in July 2014.

I request the Mayor and Council adopt the updated attached Plan of Organization. An organization chart is shown for your reference.

Motion to adopt: I move to adopt the “City of Brunswick Plan of Organization” dated January 12, 2015 as described in Section 2-4201 in the Code of Ordinances of the City of Brunswick.

“BIG TOWN” “SMALL CITY”

www.brunswickmd.gov



CITY OF BRUNSWICK

INCORPORATED 1890

1 West Potomac Street Brunswick, Maryland 21716 (301) 834-7500

City of Brunswick Plan of Organization

Total Authorized Staffing: Up to 49 full time plus part time, temporary, and seasonal as needed

Department: Administration

Authorized staffing: 12 full time plus part time, temporary, and seasonal as needed

Authorized positions: City Administrator, Planner, Office Manager, Economic Development Coordinator, Accountant, Bookkeeper, Development Review Coordinator, Utility Billing Specialist, Administrative Assistant, Customer Support Specialist, Director of Facilities, Project Coordinator, Clerk/Treasurer, Assistant Clerk/Treasurer, Code Enforcement Officer, Planning and Zoning Administrator

Department: Police

Authorized staffing: 14 full time plus part time, temporary, and seasonal as needed

Authorized positions: Police Chief, Assistant Chief, Captain, Lieutenant, Sergeant, Corporal, Officer First Class, Officer, Officer Recruit, Administrative Assistant

Department: Public Works

Authorized staffing: 14 full time plus part time, temporary, and seasonal as needed

Authorized positions: Director of Public Works (Superintendent of Public Works, General Supt., PW Director); Assistant Superintendent of Public Works, Utility Specialist, Maintenance Specialist, Mechanic, Public Works Specialist, Laborer, Technical Support Specialist.

Department: Utilities (Water and Wastewater)

Authorized staffing: 9 full time plus part time, temporary, and seasonal as needed

Authorized positions: Director of Utilities (Superintendent of Utilities (Water/Wastewater)), Utilities (Water/Wastewater) Operator, Utilities (Water/Wastewater) Lead Operator, Lab Technician, Assistant Superintendent of Utilities (Water/Wastewater)

Approved by the Mayor and Council, January 12, 2016.

Mayor

Mayor Pro Tem

“BIG TOWN” “SMALL CITY”

www.brunswickmd.gov



City of Brunswick
 1 West Potomac Street
 Brunswick, Maryland 21716
 (301)-834-7500
 M-F 8:00 a.m. - 4:30 p.m.

Account Statement

ACCOUNT INFORMATION

ACCOUNT: 005001-000
SERVICE ADDRESS: 1 W POTOMAC ST
SERVICE PERIOD: 10/2/2015 to 12/31/2015
BILLING DATE: 1/5/2016
DUE DATE: 2/5/2016

METER READING

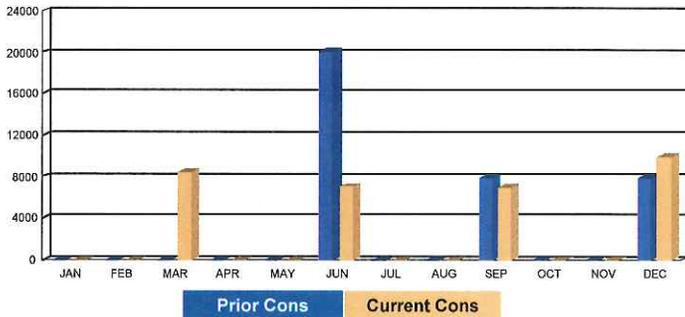
Serial No	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
47673239	9/11/2015	79275	12/18/2015	89275	10000

BRUNSWICK CITY HALL
 1 W POTOMAC ST
 BRUNSWICK, MD 21716

SPECIAL MESSAGE

Pay Utility Bills Online at: www.BrunswickMD.gov
 Watch Channel 99 for City Announcements & Events
 Watch City Meetings Online at: www.BrunswickMD.gov

Consumption Data



CURRENT CHARGES

Water 80.48
 Sewer 82.00
TOTAL CURRENT CHARGES 162.48

BILL SUMMARY

PREVIOUS BALANCE 129.99
 PAYMENTS RECEIVED 0.00
 ADJUSTMENTS 2.60
 ADDITIONAL BILLING 0.00
 CURRENT CHARGES 162.48

TOTAL AMOUNT DUE 295.07

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT
 PLEASE MAKE CHECK PAYABLE TO:
CITY OF BRUNSWICK

ACCOUNT: 005001-000
SERVICE ADDRESS: 1 W POTOMAC ST
SERVICE PERIOD: 10/2/2015 to 12/31/2015
BILLING DATE: 1/5/2016
DUE DATE: 2/5/2016

BRUNSWICK CITY HALL
 1 W POTOMAC ST
 BRUNSWICK, MD 21716

AMOUNT DUE

TOTAL AMOUNT DUE BY 2/5/2016 295.07

AMOUNT ENCLOSED

REMIT PAYMENT TO:

City of Brunswick
 1 West Potomac Street
 Brunswick, Maryland 21716



Proposed Economic Development Incentives and Initiatives Matrix -- January 2016

Incentive/Initiative Proposed

EDC Proposed

EZ (Established under designation)

RZ (MacKenzie Recommended)

RZ (BMS Recommended)

Real Property Tax Credit (applies only to increase in assessment from base year due to improvements)

10-Year Credit:

NOTE: State reimburses CITY 50%

- Year 1: 80%
- Year 2: 80%
- Year 3: 80%
- Year 4: 80%
- Year 5: 80%
- Year 6: 70%
- Year 7: 60%
- Year 8: 50%
- Year 9: 40%
- Year 10: 30%

5-Year Credit:

- Year 1: 100%
- Year 2: 80%
- Year 3: 70%
- Year 4: 60%
- Year 5: 50%

5-Year Credit:

- Year 1: EZ 80% + 20% = 100%
- Year 2: EZ 80% + 20% = 100%
- Year 3: EZ 80% + 20% = 100%
- Year 4: EZ 80% + 20% = 100%
- Year 5: EZ 80% + 20% = 100%
- Year 6: EZ 70%
- Year 7: EZ 60%
- Year 8: EZ 50%
- Year 9: EZ 40%
- Year 10: EZ 30%

City of Brunswick Historic Tax Credit

- Year 1: 100%
- Year 2: 100%
- Year 3: 80%
- Year 4: 60%
- Year 5: 40%

IF EZ Designation is not obtained

Commercial Property Rehabilitation Tax

- Year 1: 100%
- Year 2: 100%
- Year 3: 100%
- Year 4: 80%
- Year 5: 60%
- Year 6: 40%
- Year 7: 20%

IF EZ Designation is not obtained

Proposed Economic Development Incentives and Initiatives Matrix -- January 2016

<u>Incentive/Initiative Proposed</u>	<u>EDC Proposed</u>	<u>EZ (Established under designation)</u>	<u>RZ (MacKenzie Recommended)</u>	<u>RZ (BMS Recommended)</u>
Employment Tax Credit		One-Time per eligible new position of 35 or more hours per week for a minimum of 6 months: \$1000 (State administered through MD income taxes)	One-time per eligible new position of 35 or more hours per week for a minimum of 6 months: \$100- \$500. City to develop procedures to monitor.	Re-consider if EZ Designation is not obtained
Fast Track Program			"Adopt specific guidelines for 'fast tracking' or streamlining the review and approval process. All designated time periods for applications, reviews, hearings and legislative actions shall be defined."	BMS has provided a draft process to the City.

Proposed Economic Development Incentives and Initiatives Matrix -- January 2016

<u>Incentive/Initiative Proposed</u>	<u>EDC Proposed</u>	<u>EZ (Established under designation)</u>	<u>RZ (MacKenzie Recommended)</u>	<u>RZ (BMS Recommended)</u>
Assessment Fee Financing Program Benefit			"Impact Fee Amortization program should be established ... payable over a 5-10 year period."	Assessment Fee Financing Program Benefit. City purchase 10 EDUs to be used for the BAFFP; financing and collection of these fees over a 5-10 year period, including the application of a financing charge, interest rate and measures to ensure that payment of these fees are collected as liens against the property in the event they are not paid.
Character Maintenance Tax Credit			\$100 for every \$5000 spent; paid out over 5 years	NOT Recommended
Priority Properties Tax Credit			Additional Incentives for specific properties	BMS to address through façade grant program
Sign Tax Credit			100% reimbursement to business owners for signage	BMS to address through façade grant program
Residential-to-Commercial Tax Credit			10-year property tax credit reducing from 100% (Year 1) to 10% (Year 10)	No action at this time



ENTERPRISE ZONE APPLICATION GUIDELINES

Department of Business and Economic Development

401 East Pratt Street, Baltimore, Maryland 21202
Business.Maryland.Gov

Larry Hogan, Jr., Governor Boyd Rutherford, Lt. Governor
R. Michael Gill, Secretary

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INTRODUCTION

The Maryland Enterprise Zone Program is a local economic development program established by the Maryland General Assembly that gives local governments the legal authority to offer economic incentives, including real property and income tax credits. The Department of Business and Economic Development (DBED) was designated as the State agency responsible for coordinating the program. However, each zone is the creation and the responsibility of municipal and county governments. Through the establishment of local standards and the offering of additional local economic development incentives, the applicant has the ability to create an enterprise zone that meets its economic needs.

The State reimburses the local jurisdiction 50 percent of the revenue lost as a result of offering businesses located in its zone the property tax credit; however, this is subject to approval in the annual budget.

The purpose of this manual is to provide jurisdictions that are applying for enterprise zone designation with specific information about the application procedure in order to facilitate the application process. This manual should not be considered a substitute for the Enterprise Zone statute and regulations.

ENTERPRISE ZONE BENEFITS

Real property tax credits – Ten-year credit against local real property taxes on the value of a portion of real property improvements. The credit is 80 percent for the first five years and decreases 10 percent annually thereafter to 30 percent in the 10th and final year.

Income tax credits – One or three year credit for wages paid to eligible new employees. The general credit is a one-time \$1,000 credit per new worker. For economically disadvantaged employees, the credit increases to a total of \$6,000 per worker distributed over three years.

FOCUS AREA BENEFITS

Real property tax credits – Ten-year, 80 percent credit against local real property taxes on a portion of real property improvements. (Credit does not decline in a focus area as it does with the standard benefit.)

Personal property tax credits – Ten-year, 80 percent credit against local personal property taxes on new investment in personal property within a focus area. (Personal property tax credits are only available in focus areas.)

Income tax credits – One or three year credit for wages paid to new employees. The general credit is a one-time \$1,500 credit for each new qualified position. For economically disadvantaged employees, the credit increases to a total of \$9,000 per worker distributed over three years.

ENTERPRISE ZONE APPLICATION GUIDELINES

A. Who Can Apply

County Applicant: A county may apply for designation of an area as an enterprise zone within its corporate or political boundaries, but if any portion of the area is within a municipal corporation, the governing body of the municipal corporation must consent to the county's application.

- The required consent of the municipal corporation shall be obtained before submission of the application for designation, and the consent document shall be included as part of the application.
- The required consent document shall be in the form required by local law and the governing body of the municipal corporation.

Municipal Applicant:

- A municipality may apply for designation of an area as an enterprise zone within its corporate or political boundaries. DBED policy requires that the municipality include in its application an expression of consent from its overlying county including that the county will offer the property tax credits. The consent document(s) shall be in the form required by local law and the governing body of the county.

Two or more political subdivisions may jointly apply for designation of an area as an enterprise zone if portions of the proposed area are within each of their common boundaries.

B. Limitations on Designation:

In general, DBED may not designate more than six enterprise zones during a 12-month period. In addition, no more than two areas in a county may be designated an enterprise zone during a calendar year. Expansions of less than 50 percent the size of the original zone do not count against the limits described above.

C. Application Requirements

All applications and cover sheets must be typed. The application shall be complete and meet all stated requirements. All applications must be properly signed by the chief elected officer or officers in the case of a joint application. In jurisdictions having a separate legislative body, the applications should include a written expression of sentiment of the local elected governing body or bodies regarding the filing of an application for designation, in the form of a letter or resolution at the discretion of the local jurisdiction.

D. Application Deadline

Applications must be received (not post-marked) by 5:00 pm on April 15 and October 15 each year. Late applications cannot be accepted. Three complete copies of each application should be delivered to:

Maryland Department of Business and Economic Development
Attn: Emiko Kawagoshi, Tax Incentive Group
World Trade Center Building
401 East Pratt Street 17th floor
Baltimore, MD 21202

Applicants should submit by email to emiko.kawagoshi@maryland.gov a shapefile of the boundaries of the enterprise zone.

In accordance with established procedures of the Maryland State Clearinghouse, the application must be filed electronically with the Clearinghouse simultaneously with the filing of the application with the Department of Business and Economic Development. Please submit the electronic copy, either via PDF or on a CD to:

Myra A. Barnes, Planner
Maryland State Clearinghouse for Intergovernmental Assistance
Maryland Department of Planning
301 West Preston Street, Room 1104
Baltimore, MD 21201
myra.barnes@maryland.gov