

**MAYOR AND COUNCIL MEETING
TUESDAY, OCTOBER 11, 2016, 7:00 PM**

AGENDA

- 1. CALL TO ORDER, PLEDGE, AND ROLL CALL**
- 2. MAYOR'S REMARKS**
 - a. City Employee Appointment
 - b. Committee Appointments/Re-appointments
 - c. Brunswick Campground – River & Trail Outfitters Update
- 3. APPROVAL OF MINUTES**
 - a. Public Hearing – September 13, 2016
 - b. Mayor & Council – September 13, 2016
- 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. PO # AD-2017-10 – Karin Birch Gardening – Berlin Cemetery Landscape Design
 - b. PO # 17-09 – Hertrich Fleet Services – Police Department Vehicle Purchases
 - c. Public Works Agreement – Brunswick Crossing Section IIB – Sediment Erosion Control
 - d. Public Works Agreement – Brunswick Crossing Section IIIB – Sediment Erosion Control
- 8. UNFINISHED BUSINESS**
 - a. FY2017 Street Paving – vote anticipated
- 9. NEW BUSINESS**
 - a. Frontage Improvement – Gum Spring Road – discussion and possible vote
 - b. Police Department K-9 Unit Purchase – discussion and possible vote
 - c. Utility Billing Process Updates – discussion and possible vote
- 10. MISCELLANEOUS AND APPROPRIATIONS**
- 11. ADJOURNMENT**

10/5/2016 4:22 PM

MAYOR AND COUNCIL MEETING
October 11, 2016

Suggested Motions

Agenda item 2a – City Employee Appointment

“I move to approve the appointment of Milt Frech as Chief of Police.”

Agenda item 2b – Committee Appointments/Re-appointments

“I move to approve the appointment or re-appointment of the individuals listed on the attached sheet to various City commissions and committees.”

Agenda item 3a-3b – Approval of Minutes

“I move to approve the minutes from the Public Hearing on September 13, 2016 and the Mayor and Council Meeting on September 13, 2016.”

Agenda item 7a-7d – Consent Agenda

“I move to approve the Consent Agenda.”

Agenda item 8a – FY2017 Street Paving

“I move to approve the paving of the proposed list of streets in the amount of \$231,765.45.”

Agenda item 9a – Frontage Improvement – Gum Spring Road

“I move to approve the Gum Spring Road frontage improvement estimate in the amount of \$55,570.00 to Eric Moore General Contracting LLC.”

Agenda item 9b – Police Department K-9 Unit Purchase

“I move to approve Purchase Order 17-10 in the amount of \$8,500 to Makor K9.”

Agenda item 9c – Utility Billing Process Updates

“I move to approve the staff recommended changes to the utility billing procedures.”

Oath of Office

I, Milton Frech, do solemnly swear that I will support the Constitution of the United States of America and the laws and Constitution of the State of Maryland, and that I will, to the best of my ability, diligently and faithfully execute the duties of Chief of Police, City of Brunswick, Frederick County, Maryland, so help me God.

Milton Frech

Sworn to and subscribed before me, Mayor of Brunswick, Maryland this
11th day of October, 2016.

Jeffrey T. Snoots, Mayor

City of Brunswick Boards and Commissions

This is the official directory of terms of service as verified by the Office Manager on 9/8/2016.

Planning Commission

(Staggered five year terms, five members and one alternate)

Name	Original Appointment	Appointed	Term Expires
Wayne Dougherty – Chair	2008	3/2013	9/2018
Andrea Hawley – Vice Chair	2012	8/2014	9/2019
Dan Virgilio	2014	8/2014	9/2017
Dan Roe	2014	9/2016	9/2021
Walt Stull	2016	10/2016	9/2020
ALTERNATE - VACANT			

Board of Zoning Appeals

(Staggered three year terms, three members and one alternate)

Name	Original Appointment	Appointed	Term Expires
Gary Williams – Chair	2007	9/2016	9/2019
Steve White – Vice Chair	2012	8/2014	9/2017
Sandra Cole – Secretary	2008	10/2016	9/2018
ALTERNATE - VACANT			

Ethics Commission

(Staggered three year terms, three – five members)

Name	Original Appointment	Appointed	Term Expires
Michael Follin – Chair	2013	10/2016	9/2019
Jen Knowles – Vice Chair	2015	9/2015	9/2018
Carroll Haugh	2014	3/2015	9/2017
Julie Foster	2016	9/2016	9/2018
Jayne Nuse	2016	10/2016	9/2019

Economic Development Commission

(Staggered three year terms, three-seven members)

Name	Original Appointment	Appointed	Term Expires
Allison Wilder – Chair	2012	1/2015	9/2017
Brett Novick	2015	10/2015	9/2018
Jamee Robinson	2015	9/2016	9/2019
Brent Hart	2016	6/2016	9/2018
Kathi Morehead	2016	9/2016	9/2019
John Dayton	2016	9/2016	9/2017

Board of Election Supervisors
(Appointed prior to each election, three members)

Name	Original Appointment	Appointed	Term Expires
Donald Deener – President	n/a	9/2016	2/2017
Connie Koenig	n/a	9/2016	2/2017
Walter Bell	n/a	10/2016	2/2017

History Commission
(Staggered three year terms, three – seven members)

Name	Original Appointment	Appointed	Term Expires
Vicki Dearing	2016	5/2016	9/2019
John Faith Sr.	2016	5/2016	9/2019
Michael Ward	2016	5/2016	9/2018
H. Bruce Funk	2016	5/2016	9/2017
Jerry Knight	2016	9/2016	9/2018

Finance Committee
(Two members)

Name	Original Appointment	Appointed	Term Expires
John Dayton	2016	9/2016	9/2017
Nick Caruso	2016	10/2016	9/2017

Utility Committee
(Two members)

Name	Original Appointment	Appointed	Term Expires

Oath of Office

I, Walter Stull, affirm that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and Laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Planning Commission Member, City of Brunswick, Frederick County, Maryland, according to the Constitution and Laws of this State.

Walter Stull
October 2016-September 2020

Sworn to and subscribed before me, Mayor of Brunswick, Maryland this 11th day of October, 2016.

Jeffrey T. Snoots
Mayor of Brunswick

Oath of Office

I, Sandra Cole, affirm that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and Laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, execute the office of Board of Zoning Appeals Member, City of Brunswick, Frederick County, Maryland, according to the Constitution and Laws of this State.

Sandra Cole
October 2016-September 2018

Sworn to and subscribed before me, Mayor of Brunswick, Maryland this 11th day of October, 2016.

Jeffrey T. Snoots
Mayor of Brunswick

OATH OF OFFICE

I, Michael Follin, do solemnly swear that I will, to the best of my ability, in order to strengthen the faith and confidence of the people of the City of Brunswick, uphold the standards of conduct for all government officials, elected and appointed, and employees of the City of Brunswick, by diligently executing the duties of Ethics Commission for the City of Brunswick, Frederick County, Maryland.

Michael Follin

Term of Appointment October 2016 - September 2019

Sworn to and subscribed before me, Mayor of Brunswick, Maryland, this
11th day of October, 2016.

Jeffrey T. Snoots, Mayor

OATH OF OFFICE

I, Jayne Nuse, do solemnly swear that I will, to the best of my ability, in order to strengthen the faith and confidence of the people of the City of Brunswick, uphold the standards of conduct for all government officials, elected and appointed, and employees of the City of Brunswick, by diligently executing the duties of Ethics Commission for the City of Brunswick, Frederick County, Maryland.

Jayne Nuse

Term of Appointment October, 2016 - September, 2019

Sworn to and subscribed before me, Mayor of Brunswick, Maryland, this
11th day of October, 2016.

Jeffrey T. Snoots, Mayor

Oath of Office

I, Walter Bell, do solemnly swear that I will support the Constitution of the United States of America and the laws and Constitution of the State of Maryland, and that I will, to the best of my ability, diligently and faithfully execute the duties of my office for the Board of Election Supervisors, City of Brunswick, Frederick County, Maryland.

Walter Bell

Appointed by the Mayor, with the advice and consent
of the Council on October 11, 2016.

Sworn to and subscribed before me, Mayor of Brunswick,
Maryland this 11th day of October, 2016.

Jeffrey T. Snoots, Mayor

Oath of Office

I, Nick Caruso, do solemnly swear that I will support the Constitution of the United States of America and the laws and Constitution of the State of Maryland, and that I will, to the best of my ability, diligently and faithfully execute the duties of my office for the Finance Committee, City of Brunswick, Frederick County, Maryland.

Nick Caruso

October 2016 – September 2017

Sworn to and subscribed before me, Mayor of Brunswick, Maryland this 11th day of October, 2016.

Jeffrey T. Snoots
Mayor of Brunswick

City of Brunswick
Mayor and Council Meeting Minutes
Tuesday, September 13, 2016, 7:11 P.M.

The September 13, 2016 City of Brunswick Mayor and Council Meeting was convened at 7:11 P.M. by Mayor Jeff Snoots at Brunswick City Hall. The following members and staff were present: Jeff Snoots, Mayor; Angel White, Mayor Pro Tem; Carroll Jones, Harry Lashley, Vaughn Ripley, and Tom Smith, Council Members; Bob McGrory, City Administrator; John Gerstner, Director of Public Works; Patrick Hoffmaster, Director of Utilities; Bryan Brown, Assistant Chief of Police; Carrie Myers, Office Manager; and Neal Wilhelm, Assistant Director of Public Works.

Mayor's Remarks

Delegate Kathi Afzali offered comments and provided updates from the last Maryland General Assembly session.

Mayor Snoots read the following statement:

The Brunswick City Council met in closed session on August 23, 2016 at 8:40 P.M. at City Hall to discuss personnel matters and to consider the acquisition of real property. The authority to close this meeting is found in Article 10-508 of the Annotated Code of Maryland. Mayor Snoots, Mayor Pro Tem White, Council Members Jones, Lashley, Ripley, and Smith were present. City Administrator Bob McGrory was also present for a portion of the closed session. All members present voted to close the meeting. The Council discussed the following items:

- Personnel matters – discussed the selection of Mayor Pro Tem, Committee appointments, and Department Head positions.
- Real property acquisition consideration – discussed legal actions and acquisition updates for a building purchase in question.

The Council voted unanimously to select the Mayor Pro Tem.

Mayor Snoots appointed the following staff members:

- Bryan Brown, Assistant Chief of Police
- Patrick Hoffmaster, Director of Utilities
- John Gerstner, Director of Public Works
- Neal Wilhelm, Assistant Director of Public Works

Mayor Snoots appointed the following boards and commission members:

- Dan Roe, Planning Commission

- Gary Williams, Board of Zoning Appeals
- Julie Foster, Ethics Commission
- Jamee Robinson, Economic Development Commission
- Kathi Morehead, Economic Development Commission
- John Dayton, Economic Development Commission
- Donald Deener, Board of Election Supervisors
- Connie Koenig, Board of Election Supervisors
- Jerry Knight, History Commission
- John Dayton, Finance Committee

Carlo Alfano presented an update on the River's Edge Trail project. Mr. Lashley stated he would like to see a line item included in the FY18 budget to partially fund this project.

Damon Kreiner, State Highway Administration, presented an update on the Rt. 17 improvement project. A public meeting will be held at the Brunswick Fire Hall on Tuesday, September 27, 2016 at 5:30pm to discuss the project.

Approval of Minutes

- Mayor & Council – August 9, 2016
- Mayor & Council Special Worksession – August 23, 2016
- Closed – August 23, 2016

Ms. White made a motion to approve the minutes. Mr. Lashley seconded the motion, which passed 5-0.

Citizens' Forum (Petitions, Remonstrances, and Communications)

Comments were offered from Connie Koenig, 828 East H Street.

Introduction and Adoption of Resolutions and Ordinances

- Special Ordinance Number 522 – FY2016 Budget Amendment

Ms. White read the special ordinance. Mr. Jones made a motion to approve Special Ordinance number 522. Ms. White seconded the motion, which passed 5-0.

- Special Ordinance Number 523 – FY2017 Budget Amendment

Mayor Snoots read the special ordinance. Mr. Lashley made a motion to approve Special Ordinance number 523. Mr. Ripley seconded the motion, which passed 5-0.

Report of Officers – Council – Committees

Reports were given from Mr. McGrory, Mr. Gerstner, Mr. Brown, and Ms. Myers.

Council Members provided updates on their Committee activities.

Consent Agenda

- Purchase Approval – Purchase Order #WW19 - Univar
- Water & Sewer Tap Allocation – 550 Gum Springs Road

Ms. Myers summarized the consent agenda items. Mr. Smith made a motion to approve the consent agenda. Mr. Ripley seconded the motion, which passed 5-0.

New Business

- Mini-Golf Purchase Approval

Ms. Myers presented a staff report on this topic. Ms. White provided background information. A lengthy discussion ensued concerning whether a pressure treated lumber product was in the City's best interest.

Ms. White made a motion to award the mini-golf purchase bid to Adventure Golf Services, Inc. in the amount of \$19,380 plus shipping costs. Mr. Ripley seconded the motion, which passed 5-0.

Mr. Ripley made a motion to open the first mile of the River's Edge trail to foot traffic. Mr. Lashley seconded the motion, which passed 5-0.

Adjournment

Ms. White moved to adjourn the meeting. Mr. Smith seconded the motion, which passed 5-0. The meeting was adjourned at 9:20 p.m.

Submitted by: Carrie Myers

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



Brunswick Police Department Monthly Report

Reporting Month and Year: August 2016

Traffic Enforcement Activity

	Month	YTD	PY Month	PY YTD
Maryland State Citations:	56	270	31	309
Maryland State SEROS:	18	92	10	48
Warning Citations:	130	633	64	581
Parking Citations:	62	199	13	187

Parking Enforcement Revenue

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

Crime Report

	Month	YTD	PY Month	PY YTD
Calls for Service	904	5978	1040	9375
Homicide	0	0	0	0
Rape	0	1	1	1
Robbery	0	0	1	2
Assault	2	67	12	88
B&E	0	13	6	15
Theft	5	34	18	51
Auto Theft	3	3	0	3
Motor Vehicle Accidents	10	76	5	40



Brunswick Police Department
Call Type Counts Listing
September 1, 2016 to September 30, 2016

Call Type	Counts
ABANDONED / UNATTENDED VEHICLE	2
ANIMAL LOCKED IN VEHICLE	1
ASSAULT IN PROGRESS - ALERT TONE	2
ASSIST FIRE DEPARTMENT	9
ASSIST OTHER AGENCY - SPECIFY	1
ASSIST OTHER PD (SHERIFF)	11
ATTEMPT TO LOCATE - ADD TO LOOKOUT FILE	6
CARDIAC ARREST	1
COMMERCIAL	6
COURT - BPD	9
COURT PAPERWORK	1
DESTRUCTION OF PROPERTY / VANDALISM	6
DISABLED VEHICLE	6
DISCHARGING FIRE ARM - FCPD SEND TWO CARS	1
DISORDERLY CONDUCT - INTOXICATED SUBJECT	6
DISTURBANCE - ALL GATHERINGS	9
DOMESTIC	3
DOMESTIC IN PROGRESS - ALERT TONE	1
EXPLOSION/DEVICES	1
EXTRA DUTY	13
FIGHTS / 10 - 10'S - ALERT TONE	2
FIREWORKS COMPLAINT	1
FOLLOW UP - ALL TYPES	49
FOUND PROPERTY	5
FRAUD	11
FUNERAL ESCORT	2
HARRASSMENT	7
HIT AND RUN PROPERTY DAMAGE	2
INDECENT EXPOSURE	1
JUVENILE COMPLAINT	1
LOITERING	1
LOST PROPERTY	2



Brunswick Police Department
Call Type Counts Listing
September 1, 2016 to September 30, 2016

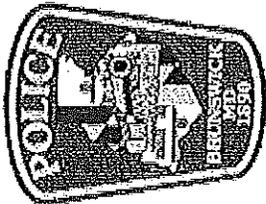
Call Type	Counts
MENTAL PERSON	2
MUNICIPAL INFRACTION	2
NARCOTICS - FCPD SEND TWO CARS	1
NOISE COMPLAINT	4
NOTIFICATIONS	4
OPEN DOOR	1
OPEN OR 911 HANG-UP	32
OVERDOSE - SEND AMBULANCE	1
PARKING VIOLATIONS	24
PATROL CHECK (BRUNSWICK)	388
POLICE INFORMATION	9
POLICE TRAINING / EDUCATION	1
PROPERTY DAMAGE ACCIDENT	8
RELAY OR 10-5	4
REPO / TOW AWAY	1
REQUEST OFFICER	106
RESIDENTIAL	12
RESIDENTIAL BURGLARY - REPORT ONLY	2
RESIDENTIAL HOLD UP - ALERT TONE	1
ROADWAY HAZARD	2
SCHOOL	2
SELECTIVE ENFORCEMENT TRAFFIC OR SPEED	40
SOLICITING	1
SPECIAL ASSIGNMENTS	14
STANDBY	1
SUICIDE - ATTEMPTED ALSO	3
SUMMONS SERVICE (BPD)	4
SUSPICIOUS ACTIVITY / VEHICLE OR PERSON	5
SUSPICIOUS PERSON	10
SUSPICIOUS VEHICLE	5
TALKS / CRIME PREVENTION / COMMUNITY RELATIONS	12
TAMPERING WITH A VEHICLE	1
THEFT / STOLEN / SHOPLIFTING - EXCEPT VEHICLE	9



*Brunswick Police Department
Call Type Counts Listing
September 1, 2016 to September 30, 2016*

<i>Call Type</i>	<i>Count</i>
TRAFFIC COMPLAINT/ ALSO TRAFFIC DETAIL	1
TRESPASSING	9
VEHICLE FIRE - SEND FIRE COMPANY	1
VEHICLE STOP (BRUNSWICK)	87
VERBAL DISPUTE - NON DOMESTIC	3
WALKING PATROL	29
WELFARE CHECKS	12

Total Number of Calls: 1,033



Brunswick Police Department

Listing of Arrests

September 1, 2016 to September 30, 2016

Case ID	Date	Time	Charge	Status	Person Type	Officer	Disposition
2016006672	09/05/2016	01:19	DRIVING VEH. WHILE UNDER INFLUENCE OF ALCOHOL (DWI)	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST
2016007049	09/08/2016	15:50	DRIVING ON SUSPENDED OUT OF STATE LICENSE	CLOSED/CLEARED	ADULT	BRANDON SMITH	CLEARED BY ARREST
2016007085	09/10/2016	10:50	DRIVER FAIL TO STOP AFTER UNATTENDED PD ACCIDENT	CLOSED/CLEARED	ADULT	WILBUR JESSON	CLEARED BY ARREST
2016007105	09/10/2016	16:30	DRIVING ON SUSPENDED LIC AND PRIV	CLOSED/CLEARED	ADULT	KEVIN LINEHAN	CLEARED BY ARREST
2016007400	09/17/2016	23:04	CDS, POSSESSION OF MARIJUANA	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST
2016007406	09/18/2016	01:14	DRIVING VEH. WHILE UNDER INFLUENCE OF ALCOHOL (DWI)	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST
2016007394	09/18/2016	21:25	CDS: POSS MARIJUANA LT, 10 GRAMS	CLOSED/CLEARED	ADULT	BRANDON SMITH	CLEARED BY ARREST
2016007506	09/20/2016	18:19	ASSAULT, 2ND DEGREE (SIMPLE ASSAULT)	CLOSED/CLEARED	JUVENILE	KEVIN LINEHAN	CLEARED BY ARREST
2016007148	09/20/2016	18:33	ASSAULT, 2ND DEGREE (SIMPLE ASSAULT)	CLOSED/CLEARED	ADULT	KEVIN LINEHAN	CLEARED BY ARREST
2016007148	09/20/2016	18:48	ASSAULT, 2ND DEGREE (SIMPLE ASSAULT)	CLOSED/CLEARED	ADULT	KEVIN LINEHAN	CLEARED BY ARREST
2016007638	09/24/2016	19:37	INDECENT EXPOSURE	CLOSED/CLEARED	ADULT	JAMES LEDWELL	CLEARED BY ARREST

Total Number of Arrests: 11

**Department of Public Works
Mayor & Council Monthly Report for Sept. 20016**

Water Line Repairs and Maintenance

Repair water leak on Souder Rd.,
Reverse water flow, back toward Washington Co.
Chlorine testing

Sewer Line Repairs

Camering sewer lines
Smoke testing inspections

Water Valve Maintenance

Replace valve @ 5th Ave & A St.

Fire Hydrant Maintenance

Replace Hydrant @ 6th Ave. & East Potomac St.

Street Repair and Maintenance

CIP Projects

Storm Drain Maintenance

Clean Storm Drain @ Eagles Alley
Replace section of pipe @ 913 East C St.
Finished Kim Weddle Storm grate
Repaired storm water management on 7th Ave. Between. Potomac & A St

Miscellaneous Tasks and Maintenance

Working on Skate Park, Marked Miss Utility Tickets, Winterize Pool, Rail
Road Days Preparation

SEPTEMBER 2016 WATER METER/ SAFETY REPORT

Meters:

Settlements – 36
Replacements – 2
Repairs – 9
High Bill Investigations – 3
New Meter Installs – 13
Meter Inspections – 10
U&O Inspections – 10
Cut-offs- 22

Completed the reading of all City water meters for the October 2016 billing.

Completed water service “cut-offs” for past due/ delinquent accounts.

Safety:

Met with Cintas to review DPW’s First Aid Kits and received suggestions on improving the Kits to better meet our needs.

Inspected Safety Harnesses, Self-Retracting Winch System, Tripod and Gas Monitors.

Completed the monthly fire extinguisher inspection.



THE CITY OF BRUNSWICK MARYLAND

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

August Planning/Code Staff Report Mayor and Council 10-11-2016

Planning

- Staff continues to work with Brunswick Crossing on Section 2B and 3B
- Staff met with Contractors for Gum Springs Estates, A St surety.
- Staff worked with economic development coordinator on business development.
- Staff continues to finalize Weis Market construction.
- Staff finalized Gum Spring frontage improvements to move to construction.
- Staff met with property owners on Gum Spring Road.
- Staff worked with Habitat on Park Ave. to acquire second lot.
- Staff received approval from planning commission for plat off E. C St.
- Staff attend County/Municipal Planners meeting.
- 33 Zoning Certificates issued September
- 17 U&O's issued September
- No BoA meeting in September and no meeting is scheduled for October.
- Planning Commission met in September no meeting scheduled for October.

ZC Log 2016

ID	ZC #	Tax ID #	Date Approved	Parcel #	Name of Owner/Applicant	Street #	Street Address	Improvement/Use
231	<u>16-231</u>	25-468856	9-1-16	419	Anthony Forman	600	W. Potomac	Repair walls and Roof
232	<u>16-232</u>	25-488407	9-1-16	311	Theresa Walker	183	Fiona Way	steps
233	<u>16-233</u>	25-487915	9-1-16	311	Mike Acker	17	Sheridan Lan	Shed
234	<u>16-234</u>	25-464133	9-2-16	1049	Craig Cochran/Solar City	219	E A St	Solar Panels
235	<u>16-235</u>	25-470516	9-6-16	672	Randolph Shores	506	Brunswick	Renovations
236	<u>16-236</u>	25-592766	9-7-16	33 RR	Ryan Homes	1252	Drydock St	SFD
237	<u>16-237</u>	25-592765	9-7-16	32 RR	Ryan Homes	1254	Drydock St	SFD
238	<u>16-238</u>	25-	9-7-16	31 RR	Ryan Homes	1256	Drydock	SFD

ZC Log 2016

ID	ZC #	Tax ID #	Date Approved	Parcel #	Name of Owner/Applicant	Street #	Street Address	Improvement/Use
	238	592764						
239	16- 239	25- 589909	9-7-16	13 KK	Edward Gardner	1136	Dargon Quarry Ln	Home Occ/Res Prof Office
240	16- 240	25- 589779	9-7-16	16 E	Jeff Kengor	1215	Shenandoah Sq N	Fence
241	16- 241	25- 480422	9-8-16	1494	Jillian Behram	306	East D	Deck
242	16- 242	25- 467833	9-9-16	425	Dianne White	505	Walnut St	Yard Sale
243	16- 243	25- 479696	9-14-16	1261	Jacob Horstkamp	614	N. Maple Ave	Fence
244	16- 244	25- 489950	9-15-16	311	Grasshopper Garden-Jeff Walker Sr.	16	Jennifer Lynne Dr.	Patio addition
245	16- 245	25- 492218	9-19-16	38 FF	Michele Bowser	1203	Volunteer Drive	Patio, Deck Shed
246	16- 246	25- 589877	9-19-16	20 D	Ryan Homes	1310	Lander Creek Dr	SFD
247	16- 247	25- 592004	9-19-16	6 RR	Ryan Homes	415	Potomac View Pkwy	SFD
248	16- 248	25- 593014	9-19-16	43 RR	Ryan Homes	407	Wills Creek Drive	TH
249	16- 249	25- 593015	9-19-16	44 RR	Ryan Homes	409	Wills Creek Drive	TH
250	16- 250	25- 593016	9-19-16	45 RR	Ryan Homes	411	Wills Creek Drive	TH
251	16- 251	25- 490843	9-20-16	1680	Eric Moore	602	Gum Spring Rd	Basement
252	16- 252	25- 489500	9-21-16	311	Lori Martin	225	Galyn Dr	Yard Sale
253	16- 253		9-26-16		City of Brunswick	1	W. Potomac	Events
254	16- 254	25- 488547	9-27-16	311	Jerry Mills Big Boy/ Steve Fowler	104	Fiona Way	Deck
255	16- 255	25- 590980	9-28-16	50 NN	Barb Volpe/ Frederick Fence	723	Potomac View	Fence
256	16- 256	25- 591221	9-28-16	15 SS	Lynn Susulske	1272	Drydock St	Fence
257	16- 257		9-28-16		BARC/ Haunted Haywagon	227	E. Potomac	Event
258	16- 258		9-28-16		BARC/Thriller Dance	227	E. Potomac	Event
259	16- 259		9-28-16		BARC/Jingle Bell Run	227	E. Potomac	Event
260	16- 260		9-28-16		BARC/Scottish First Footing	227	E. Potomac	Event
261	16- 261	25- 491750	9-29-16	13 II	Frederick Fence/Dahnert	1308	Volunteer Dr	Fence

ZC Log 2016

ID	ZC #	Tax ID #	Date Approved	Parcel #	Name of Owner/Applicant	Street #	Street Address	Improvement/Use
262	16-262	25-591977	9-29-16	24	Frederick Fence/Baumgardner	1104	Dargon Quarry Ln	Fence
263	16-263	25-465482	9-29-16	903	John Wessells	15	N. MD Ave	Yard Sale

U&O Log 2016

Item #	U&O #	Receipt Date	Street #	Street Address	Zoning Certificate #	AP #	Issuance Date
66	16-66	9-1-16	1303	Village Green Way	Ryan	142908	9-1-16
67	16-67	9-1-16	1305	Village Green Way	Ryan	142909	9-1-16
68	16-68	9-1-16	1307	Village Green Way	Ryan	142910	9-1-16
69	16-69	9-12-16	1267	Drydock St	Ryan	142174	9-12-16
70	16-70	9-12-16	54	Souder Rd	Lovely Nails	146974	9-12-16
71	16-71	9-15-16	1309	Village Green Way	Ryan	142911	9-15-16
72	16-72	9-15-16	1422	Village Green Way	Ryan	143851	9-15-16
73	16-73	9-15-16	1421	Scheer St	Ryan	144497	9-15-16
74	16-74	9-16-16	1138	Dargon Quarry Ln	Ryan	142479	9-16-16
75	16-75	9-16-16	1273	Drydock St	Ryan	142360	9-16-16
76	16-76	9-16-16	1275	Drydock St	Ryan	142359	9-16-16
77	16-77	9-16-16	1277	Drydock St	Ryan	142358	9-16-16
78	16-78	9-21-16	1311	Village Green Way	Ryan	142912	9-21-16
79	16-79	9-21-16	1135	Long Farm Cir.	Ryan	142477	9-21-16
80	16-80	9-21-16	1271	Drydock St	Ryan	142172	9-21-16
81	16-81	9-28-16	1266	Drydock St	Ryan	144349	9-28-16
82	16-82	9-28-16	1147	Long Farm Cir.	Ryan	143599	9-28-16

MONTHLY CODE ENFORCEMENT REPORT

Violations	September 2016	YTD January thru September 2016	Past January thru September 2015
WARNINGS			
Vehicles/ Vehicle repair	0/0	6/2	17/2
Property trash/ Unsec. prop.	7/1	42/1	42/0
Property Repair/Property Maint.	2/0	14/6	4/8
Overgrowth /Unsanitary Dwell.	9/0	93/2	71/2
Vac. prop.trash/ Unsec.vac prop.	0/0	8/4	7/5
S.walk repair/ S.Walk Trash	0/0	0/3	2/0
Littering	0	6	4
Vacant Overgrowth	2	19	39
Animal Waste / Snow and Ice	0/0	0/122	1/272
Livestock	0	0	3
Trash Cans /Signs	0/3	6/9	4/2
Warning Totals	24	343	486
CITATIONS			
Vehicles/ Vehicle repair	0/0	1/0	0/0
Property trash/ Unsec. prop.	0/0	1/0	2/0
Property Repair/ Property Maint.	0/0	2/2	2/23
Overgrowth/ Unsanitary Dwell.	0/0	13/0	2/2
Vac. prop. trash,/ Unsec. vac. prop.	0/0	2/0	3/7
S walk repair/ S walk trash	0/0	0/0	10/0
Littering	0	0	0
Vacant Overgrowth	0	3	7
Animal Waste/ Snow and Ice	0/0	3/3	0/4
Livestock	0	0	1
Trash Cans	0	2	0
Signs	0	0	2
Citation Totals	0	32	65
Complaints	5	91	51

CITY OF BRUNSWICK MONTHLY WATER FLOW REPORT

	<u>Monthly Total</u>	<u>Daily Average</u>
Water from springs.....	<u>3.01</u>	*M.G. <u>0.10</u> M.G.
Water pumped from Potomac River.....	<u>14.91</u>	M.G. <u>0.50</u> M.G.
Total.....	<u>17.92</u>	M.G. <u>0.60</u> M.G.
Finished water pump from Plant...	<u>14.60</u>	M.G. <u>0.49</u> M.G.

Submitted By Patricia Hoff
 Date 10-5-16

*Million Gallons

WATER PLANT PROJECTS & MAINTENANCE –September 2016

- 1) Tested all chlorine gas detectors
- 2) Calibrated all chemical feeders
- 3) Received chemical deliveries of Caustic, Acid, Del-pac, Hypo-chlorite, Carbon and Potassium Permanganate
- 4) Drained and cleaned both sedimentation basins
- 5) Staff assisted in trimming the pine tree in front of the Potomac street pumping station
- 6) Staff began prepping the filters for paint
- 7) Yourtee springs experienced high turbidity and as a precaution the system was isolated to the houses above Copperhead Lane and boil water advisories were issued. In addition two bacteria samples were collected and both came back negative for E-coli. After two days of good samples, and the turbidity levels came down to acceptable numbers the boil water advisory was lifted and the system was system was re-opened to its usual customers.
- 8) Roberts Electric Motors repaired a del-pac transfer pump
- 9) Results for Lead and Copper sampling came back with all samples passing and notices were passed out to the participating residents to advise them that all levels were below detection
- 10) Staff acid washed all 3 clarifiers to remove build up on the adsorption media
- 11) Staff replaced damaged ceiling tiles at the 1 million gallon storage tank
- 12) Staff inspected and repaired any holes found on the reservoir floating cover

CITY OF BRUNSWICK WWTP MONTHLY FLOW REPORT

Total Influent Flow --- 14.75 Million Gallons
Total Effluent Flow --- 13.46 Million Gallons

Rain ---5.60 INCHES

Sludge to Landfill ---100.7 TONS

Submitted By --- Patrick Hoffmaster
Date 10/4/16

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

Brunswick WWTP Operations & Projects September 2016

- 1) Ran Belt Press twice weekly
- 2) Backflushed SBR's bi-weekly
- 3) Cleaned Pista Grit vacuum bowl weekly
- 4) Performed maintenance on decant and sludge pumps
- 5) Cleaned vents and repaired exhaust fans at the WWTP and Potomac street pump station
- 6) WWTP and WTP staff trimmed the pine tree in front of the Potomac Street pump station
- 7) Cleaned and repaired #3 SBR transducer
- 8) Staff troubleshot and made repairs to the UV system
- 9) Changed the air filters to all SBR blowers
- 10) Greased and changed the oil in the mixers for the Equalization tank
- 11) Staff power washed the exteriors of all buildings
- 12) Staff designed and built a new del-pac feed system for the digester holding tanks
- 13) Staff scrubbed down the UV chamber and weirs
- 14) Staff troubleshot the Chem-scan on line meter and made repairs to it
- 15) Staff prepared for high flows as a result of heavy rains
- 16) The new general discharge permit was placed in effect as of October 1st

**Mayor & Council Meeting
Consent Agenda Summary
October 11, 2016**

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

a. **PO# AD-2017-10 – Karin Birch Gardening – Berlin Cemetery Landscape Design**

Ms. Birch has provided a bid for \$495.00 to complete a landscape design for the Berlin Cemetery Project. Because grant funds have been expended in full for this project, this money will be deducted from the History Project budget.

b. **PO# 17-09 – Hetrich Fleet Services – Police Department Vehicle Purchases**

The Brunswick Police Department is proposal to purchase two 2016 Ford Police Interceptor Sedans with accessories in the amount of \$47,684.00. This item was included in the FY17 budget.

c. **Public Works Agreement – Brunswick Crossing Section IIB – Sediment Erosion Control**

Staff is recommending approval of the PWA package with noted conditions.

d. **Public Works Agreement – Brunswick Crossing Section IIIB – Sediment Erosion Control**

Staff is recommending approval of the PWA package with noted conditions.

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

PURCHASE ORDER

VENDOR: Karin Birch-Gardening

DATE: 9/26/2016

P.O. NO.: AO-2017-10

SHIP TO:

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

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

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	Landscape Design- Berlin Cemetery			495.00

SHIPPING —

TOTAL \$495.00

Approved by:

Proposed Scope of work for Old Berlin Cemetery (Old Berlin Memorial Park) landscape design

Design work to be done by:

Karin Birch :: Gardening
6 First Ave
Brunswick MD, 21716
301-639-3222

Design Fee: \$495. ✓

The landscape design for the renovation of the Old Berlin Cemetery has multiple goals.

First is to transform a neglected and nearly vacant space into a thoughtful and respectful place that honors those buried there and the history of the cemetery. Plantings and pathways will be designed to add understated beauty and dignity, as well as bring attention to the remaining artifacts in the cemetery and create an environment of protectiveness.

The cemetery is also part of a neighborhood, which has used it in interesting ways over time. While the landscape design will help elevate behavior in the Memorial Park, it will also be an inviting space to walk, meditate, reflect and take in nature. The design will help define the entire space by creating entries, pathways, new plantings (including screening plantings), a few benches, and perhaps a shade tree or two.

The design will also take into account the significance of the oldest existing sycamore tree in Frederick County, which is on the property.

The scope of work to be done is as follows:

- 1) Measure property and plot existing trees and features.
- 2) Research historical cemeteries and visit historical cemeteries in the area.
- 3) Design and make a scale drawing that lays out proposed planting beds, features, paths, and possible fencing.
- 4) Provide a plant list for new plantings.
- 5) Provide cost estimates for plant materials.
- 6) Provide specifications on path materials, features and fencing, with rough cost estimates, when possible.
- 7) Provide a maintenance plan for plantings.
- 8) Work in conjunction with Jeff Batson and Diane Ellis to unify landscape design with overall park design and priorities.
- 9) Participate with community remembrance gathering.

KARIN BIRCH GARDENING

PROFILE

As an artist, I create visual images and am aware of the visual message being conveyed. As a gardener, I know plants and how they work. Designing a landscape brings both of my professions into play, working with color, texture, and scale, and creating spaces that invite you to engage with them.

Working as a professional gardener, typically taking care of a dozen or so different gardens in a season, I have learned first hand a great deal about plants, what makes them healthy and beautiful, and how important design is not only in how things look but how manageable they will be. Designing for public spaces also has some specific concerns that I've had opportunities to explore in designing gardens for the Pocket Park and the Rail Road View Park in Brunswick.

The Berlin Memorial Cemetery is a unique opportunity for me to design on a much larger scale than I have to date, and I am ready for this opportunity. The challenge of addressing a historical cemetery with grace, as well as making a space that a contemporary community can appreciate, has exciting aesthetic possibilities.

EXPERIENCE

Head gardener at Karin Birch Gardening. I own a garden maintenance business, taking care of all aspects of fine gardening, including pruning, planting, transplanting, weeding, deadheading, pest solutions and design. I work in both residential and commercial gardens located primarily in the Frederick and Middletown, MD areas. I specialize in garden reclamation, chemical free gardening, and have a good knowledge of native plants in particular. (2006 to present)

Co founder of Adopt a Park Program in Brunswick, MD. Worked in a leadership role to establish standards and best practices for plantings in public spaces and guidelines for the program. As a volunteer coordinator of the program, I worked with APP adopters in their adopted parks, led pruning workshops and led work parties. As an adopter, I have designed and maintained two public gardens, the "Pocket Park" and the "Rail Road View Park" which I continue to maintain. (2012-2016)

Garden Installations, Tropical Plant Outfitter, Brunswick, MD. Worked on commercial and residential garden installations and large scale annual plantings. (2004-2006 with continued collaborations)

Artist, self employed, exhibiting artwork nationally and internationally. My artwork is in the permanent collections of the Boston Museum of Fine Art, in Boston, MA, and the Renwick Museum in Washington DC. My work has been represented by commercial galleries in Philadelphia, PA for the past 16 years. (1986-present)

EDUCATION

Master Gardener Training course, Frederick, MD, 2008

Bay Wise Training course, Hagerstown, MD, 2008

Pennsylvania Academy of Fine Art, Philadelphia PA, 1983

Corcoran School of Art, Washington DC, 1993

SKILLS

Creative thinker and problem solver.

A wide knowledge of plants.

Ability to work with a group and a group vision.

Knowledge of all aspects of garden maintenance.

Ability to think about costs.

REFERENCES

Nigel and Lori Jones, 10087 Masser Rd, Frederick, MD 21702, 301-576-3001

Deb Gardener, 336 E Church St, Frederick, MD 21701. 301-788-3777

Tropical Plant Outfitter, Jan Faulkner, 110th Ave, Brunswick, MD 21716, 301-3051196

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

PURCHASE ORDER

VENDOR:

HERTRICH FLEET SERVICES

DATE: September 23, 2016

P.O. NO.: 17-09

SHIP TO:

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

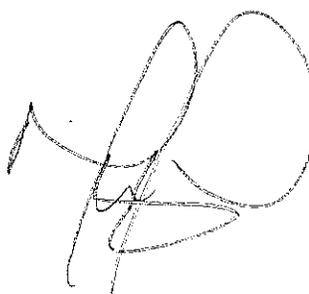
1. Direct all payment inquiries to 301-834-7500.
2. Avoid partial invoices. Do not combine different purchase orders on one invoice.
3. Price to include F.O.B. delivery to building, applicable taxes and insurance, unless specifically stated otherwise.
4. Prepay all freight shipments.
5. Seller agrees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

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
2	2016 AWD FORD POLICE INTERCEPTORS		\$23,517	\$47,034
2	KEYLESS REMOTES		\$255	\$510
	OPTIONS X2		\$50	\$100
-	PRE-WIRED FOR LIGHTS + SIREN		\$20	\$40
-	DARK CAR TEXTURE			

SEP 23 2016

Acct 8004

Approved by:



SHIPPING 0

TOTAL

\$47,684

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

September 10, 2016

Chief Milton Frech
Brunswick Police Department
20 E A Street
Brunswick, MD 21716

Dear Chief Frech,

I am pleased to provide a quote on the following 2016 Ford Police Interceptor, priced per MD BPO #001B6400315 and equipped as follows:

Vehicle	2016 Ford Police Interceptor Sedan AWD	\$23,517
UJ/9W	Oxford White with Black Cloth Front & Vinyl Rear Seats	
99R/44C	3.7L TIVCT V6 & 6 Speed Automatic Transmission	
	Rear Windows Operable	
21L	Drivers Side Spot Light LED	
68G	Rear Door Handles & Locks Disabled	
153	Front Tag Bracket	
	Rear View Camera – monitor located in center stack	
60P	Remote Keyless Entry	\$ 255
	Total per Vehicle	\$23,772
	Total for Two	\$47,544
	Most Commonly Requested (and recommended) Options	
51G	Pre Wired Gill for lights and siren	\$50
13P	Pre Drilled Headlamps for twist locks	\$120
90T	Pre Drilled Tail Lamps for twist locks	\$60
43D	Dark Car Feature	\$20

Please contact me with any question, changes or to place an order. Thank you and I look forward to hearing from you.

Respectfully submitted,
Chris Wilder



THE CITY OF BRUNSWICK MARYLAND

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

**Mayor & Council
Brunswick Crossing Section IIB
Public Works Agreement Package (Sediment Erosion Control)
Staff Report
October 11, 2016**

This is a request for approval of the Section IIB Public Works Agreement (PWA) Package for Sediment Erosion Control.

ANALYSIS:

The PWA Package for Section IIB 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 and County approved. The PWA is in the standard City format and is acceptable to staff.

The Developer, Brunswick Crossing, LLC intends to provide the surety for this work in the form of one Performance Bond in the amount of \$553,693.68 and a Letter of Credit for the 15% contingency in the amount of \$69,211.71 totaling 622,905.39. This PWA Package for Section IIB includes the PWA document for signature, the approved cost estimate that determined the surety requirements, and a map of Section IIB the Performance Bond and Letter of Credit will be submitted prior to final signatures on the Improvement Plans.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Brunswick Crossing Section IIB Sediment Erosion Control PWA package with the following conditions:

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

**Public Works Agreement
Sediment and Erosion Control
Non-Dedicated Stormwater Management**

This AGREEMENT, made this ____ day of _____ (Month), _____ (Year), by and between the Mayor and Council of Brunswick, Maryland, a body corporate and politic of the State of Maryland (hereinafter referred to as CITY), and _____ Brunswick Crossing, LLC _____, (Hereinafter referred to as OWNER), witnesseth:

Whereas, City has delegated the authority for Storm Water Management and Sediment and Erosion Control to Frederick County (hereinafter referred to as COUNTY); and

WHEREAS, OWNER is seeking to have the Frederick County Department of Permitting and Development Review issue a grading permit; and

WHEREAS, the Frederick County Ordinance, Chapter 1-10, Grading, Erosion and Sediment Control, Section 32.0, and Chapter 1-15.2 Stormwater Management, Section 7, requires a Guarantee to be posted in specific amounts prior to final grading permit approval; and

WHEREAS, the Frederick County Department of Permitting and Development Review has approved the cost estimate for the guarantee amount contained herein as set forth in Paragraph 5.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, CITY, COUNTY AND OWNER for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. OWNER shall, within ten (10) months from the date of execution of this Agreement, construct or cause to be constructed all of the required sediment and erosion control facilities, as set fourth by the City of Brunswick and Frederick County Department of Permitting and Development Review, or as set forth in detail on the drawings specifically listed below:

Brunswick Crossing Improvement Plan Section II-B (SEC and SWM improvements per AP# 16428).

2. OWNER shall construct all sediment and erosion control improvements in accordance with the specifications set fourth in the approved plans for the requirements as established by ordinance enforced by the Frederick County Department of Public Works.

3. OWNER shall proceed with construction of sediment and erosion control improvements in accordance with the inspection procedures specified by the COUNTY in adopted ordinances.

4. Should OWNER breach any of the provisions of this Agreement, COUNTY, at its sole option, may obtain the funds under the guarantee given by the OWNER under paragraph 5 and complete the proposed improvements at the expense of the OWNER or OWNER'S successors in title.

5. OWNER shall furnish CITY with an Escrow Account or a Letter of Credit and/or Bond (per City Bonding Policy) and in a form(s) satisfactory to CITY in the amount of \$ 622,905.39 as beneficiary thereunder, assuring the faithful performance of the Agreement and further providing for the payment by OWNER of all charges, liens, and indebtedness incurred in, by reason of, or due to making of such improvements under this Agreement. The release of Letter of Credit or Bond funds from time to time may be authorized by the CITY as requested by the OWNER for work that is completed. The Letter of Credit or Bond may

be released only after the OWNER has completed all obligations for sediment and erosion control.

6. Upon breach of this Agreement by OWNER, OWNER shall be liable to CITY and/or County for damages; in addition, CITY in its sole discretion, may make or complete Improvements and OWNER shall be liable for the cost thereof.

7. OWNER shall indemnify and hold harmless CITY and COUNTY from any and all claims, actions, and demands whatsoever arising from the construction of the erosion and sediment control devices of these Improvements herein.

8. This agreement may not be assigned without prior written consent of CITY with recommendation from COUNTY, which said consent shall not be unreasonably withheld.

9. Owner for himself, his heirs, personal representatives, successors and assigns, grants the CITY and COUNTY, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.

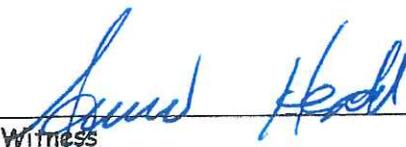
AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

ATTEST:

MAYOR and COUNCIL OF
The City of Brunswick, MARYLAND

By _____
Jeffrey T. Snoots
Mayor

Brunswick Crossing, LLC
by Pleasants Enterprises, Inc., Manager
CORPORATION OR PARTNERSHIP NAME:



Witness



Signature: (SEAL)

William D. Pleasants, Jr., President

Name and Title (Please Print)

Witness

Signature: (SEAL)

Approved as to Legal Sufficiency:

City Attorney

Name and Title (Please Print)

(Notarial for: SOLE OWNERSHIP, CO-OWNERSHIP AND PARTNERSHIP)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month), _____ (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ whose name(s) is/are subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

(Notarial for: CORPORATIONS)

State of Maryland County of Montgomery, to wit:

I HEREBY CERTIFY that on this 30th day of September (Month), 2016 (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William D. Pleasants, Jr. who acknowledged him/herself to be the President of Pleasants Enterprises, Inc; Manager of Brunswick Crossing, LLC a body corporate, and that he/she was authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

Keith Bradley Whidden
Notary Public
Frederick County, Maryland
My commission expires
November 13th, 2018

[Signature]
Notary Public
My Commission Expires: 11/13/2018

(Notarial for: MAYOR OF THE CITY OF BRUNSWICK)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month), _____ (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the Mayor of The City of Brunswick, Maryland, that in his/her capacity as Mayor, being authorized to do so, executed the foregoing instrument on behalf of the Mayor and Council of The City of Brunswick, Maryland, a body corporate and politic, for the purposes therein contained

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

9/29/2016

DATE SUBMITTED

FREDERICK COUNTY, MARYLAND

30 NORTH MARKET STREET 301-600-3474
FREDERICK, MD 21701 (FAX) 301-600-2309

COST ESTIMATE PREPARATION AND ITEMIZED RELEASE REQUEST WORKSHEET

PROJECT NAME: Brunswick Crossing
PH, SEC, LOT, STA: Section 1B General Erosion and Sediment Control
SUBMITTED BY: Brunswick Crossing, LLC c/o J. Dan Fryer
MAILING ADDRESS: 24012 Frederick Road, Suite 200, Clarksburg, MD 20871

PHONE (VOICE): 301-428-0800
PHONE (FAX): 301-428-1736
PHONE (MOBILE): 570-295-0100
E-MAIL: dfryer@pleasants.org

USE THIS SECTION FOR RELEASE REQUESTS ONLY

THIS COST ESTIMATE IS FOR: SEDIMENT CNT STORMWATER MGMT **PUBLIC IMPROVEMENTS

COST ESTIMATE SCHEDULE OF VALUES

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Stabilized Construction Entrance	ea	2	1,500.00	\$ 3,000.00
2	Earth Dike A-2	lf	3,525	5.40	\$ 19,035.00
3	Super Silt Fence	lf	8,714	15.00	\$ 130,710.00
4	Stone Outlet Structure	ea	1	262.00	\$ 262.00
5	Earth Dike B-2	lf	765	5.40	\$ 4,131.00
6	Sediment Traps	cy	10,457	10.00	\$ 104,570.00
7	Temporary 24" HDPE (pipe slope drains	lf	564	14.00	\$ 7,896.00
8	Dewatering Device (Horizontal)	ea	3	500.00	\$ 1,500.00
9	Rip-Rap CL I	cy	361	48.40	\$ 17,472.40
10	Temporary 12" HDPE (Pipe Slope Drains	lf	38	17.50	\$ 665.00
11	Perm Seed Straw and Tack	sf	1,913,000	0.06	\$ 114,780.00
12	Temp Seed Straw and Tack	sf	1,913,000	0.03	\$ 57,390.00
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
* 20% MAINTENANCE FEE ADDED FOR SEDIMENT CONTROL ITEMS *ONLY*					\$ 92,282.28
					\$ 461,411.40
					\$ 69,211.71
					\$ 622,905.39

TOTAL PAGE: \$ 622,905.39

COUNTY USE ONLY

A/P (PERMIT) NUMBER PASS FAIL

A/P (PROJECT) NUMBER

REVIEW DATE

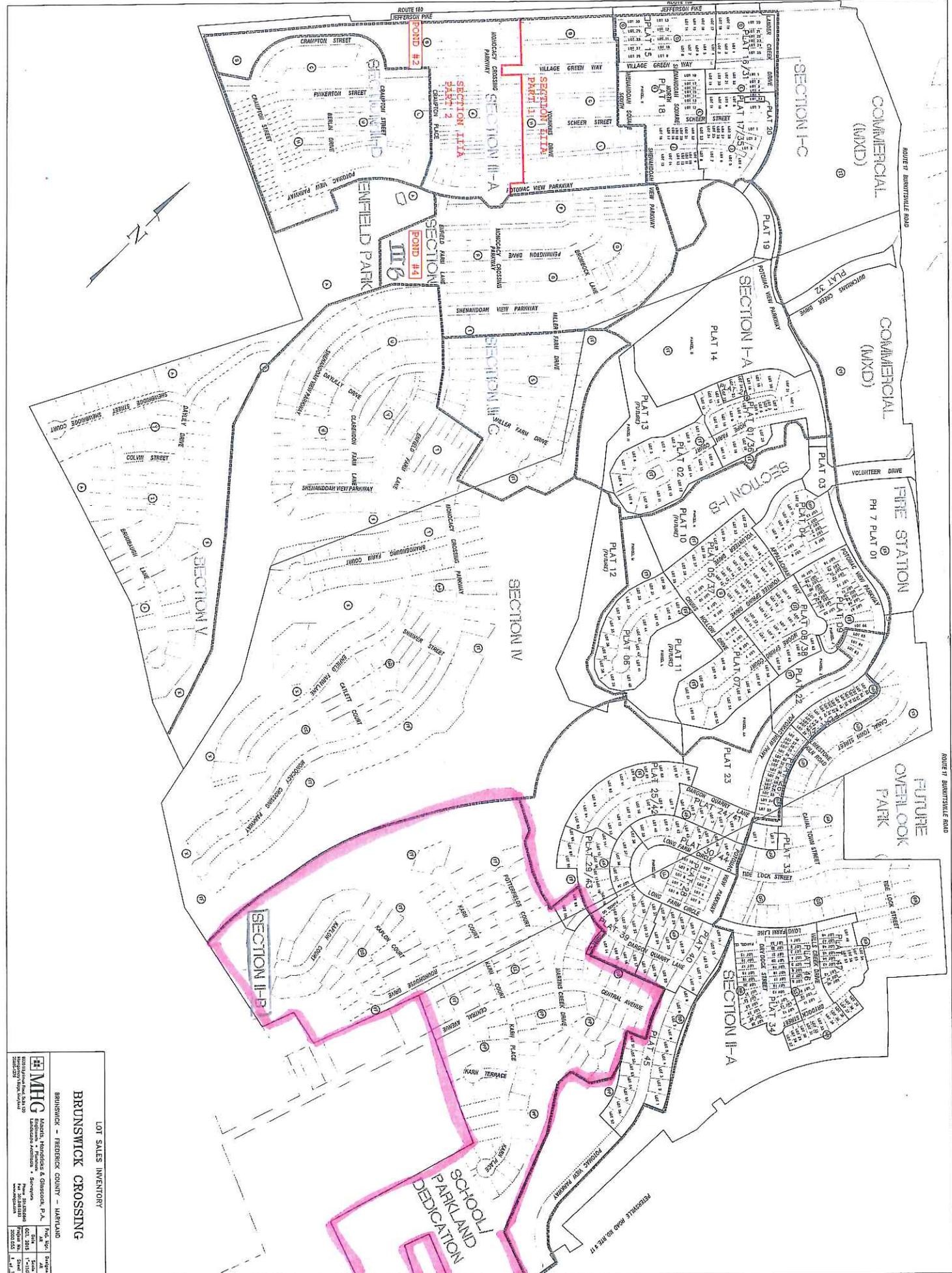
REVIEWER

**

FOR THE RELEASE OF FUNDS ASSOCIATED WITH PUBLIC IMPROVEMENTS, PLEASE SUBMIT THIS COMPLETED FORM TO:

DEPARTMENT OF ENGINEERING & CONSTRUCTION MGMT
355 MONTEVUE LANE
SUITE 200
FREDERICK, MD 21702
301-600-3508

INITIAL MAINTENANCE AMOUNT AND CONTINGENCY AMOUNT DO NOT REDUCE UNTIL THE FINAL RELEASE OF ALL SECURED FUNDS ARE APPROVED



LOT SALES INVENTORY
BRUNSWICK CROSSING
 BRUNSWICK - FREDERICK COUNTY - MARYLAND
MHG Mason, Hendricks & Gristock, P.A.
 10000 Old Mill Road
 Frederick, MD 21704
 Tel: 301-221-1100
 Fax: 301-221-1101
 www.mhgpa.com
 Date: 10/1/2003
 Page: 1 of 1



THE
CITY OF BRUNSWICK
MARYLAND

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

Mayor & Council
Brunswick Crossing Section IIIB
Public Works Agreement Package (Sediment Erosion Control)
Staff Report
October 11, 2016

This is a request for approval of the Section IIIB Public Works Agreement (PWA) Package for Sediment Erosion Control.

ANALYSIS:

The PWA Package for Section IIIB 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 and County approved. The PWA is in the standard City format and is acceptable to staff.

The Developer, Brunswick Crossing, LLC intends to provide the surety for this work in the form of one Performance Bond in the amount of \$185,795.04 and a Letter of Credit for the 15% contingency in the amount of \$23,224.38 totaling 209,019.42. This PWA Package for Section IIIB includes the PWA document for signature, the approved cost estimate that determined the surety requirements, and a map of Section IIIB the Performance Bond and Letter of Credit will be submitted prior to final signatures on the Improvement Plans.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Brunswick Crossing Section IIIB Sediment Erosion Control PWA package with the following conditions:

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

**Public Works Agreement
Sediment and Erosion Control
Non-Dedicated Stormwater Management**

This AGREEMENT, made this ____ day of _____ (Month), _____ (Year), by and between the Mayor and Council of Brunswick, Maryland, a body corporate and politic of the State of Maryland (hereinafter referred to as CITY), and _____ Brunswick Crossing, LLC _____, (Hereinafter referred to as OWNER),

witnesseth:

Whereas, City has delegated the authority for Storm Water Management and Sediment and Erosion Control to Frederick County (hereinafter referred to as COUNTY); and

WHEREAS, OWNER is seeking to have the Frederick County Department of Permitting and Development Review issue a grading permit; and

WHEREAS, the Frederick County Ordinance, Chapter 1-10, Grading, Erosion and Sediment Control, Section 32.0, and Chapter 1-15.2 Stormwater Management, Section 7, requires a Guarantee to be posted in specific amounts prior to final grading permit approval; and

WHEREAS, the Frederick County Department of Permitting and Development Review has approved the cost estimate for the guarantee amount contained herein as set forth in Paragraph 5.

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, CITY, COUNTY AND OWNER for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. OWNER shall, within ten (10) months from the date of execution of this Agreement, construct or cause to be constructed all of the required sediment and erosion control facilities, as set fourth by the City of Brunswick and Frederick County Department of Permitting and Development Review, or as set forth in detail on the drawings specifically listed below:

Brunswick Crossing Improvement Plan Section III-B (SEC and SWM improvements per AP# 16585).

2. OWNER shall construct all sediment and erosion control improvements in accordance with the specifications set fourth in the approved plans for the requirements as established by ordinance enforced by the Frederick County Department of Public Works.

3. OWNER shall proceed with construction of sediment and erosion control improvements in accordance with the inspection procedures specified by the COUNTY in adopted ordinances.

4. Should OWNER breach any of the provisions of this Agreement, COUNTY, at its sole option, may obtain the funds under the guarantee given by the OWNER under paragraph 5 and complete the proposed improvements at the expense of the OWNER or OWNER'S successors in title.

5. OWNER shall furnish CITY with an Escrow Account or a Letter of Credit and/or Bond (per City Bonding Policy) and in a form(s) satisfactory to CITY in the amount of \$ 209,019.42 as beneficiary thereunder, assuring the faithful performance of the Agreement and further providing for the payment by OWNER of all charges, liens, and indebtedness incurred in, by reason of, or due to making of such improvements under this Agreement. The release of Letter of Credit or Bond funds from time to time may be

authorized by the CITY as requested by the OWNER for work that is completed. The Letter of Credit or Bond may be released only after the OWNER has completed all obligations for sediment and erosion control.

6. Upon breach of this Agreement by OWNER, OWNER shall be liable to CITY and/or County for damages; in addition, CITY in its sole discretion, may make or complete Improvements and OWNER shall be liable for the cost thereof.

7. OWNER shall indemnify and hold harmless CITY and COUNTY from any and all claims, actions, and demands whatsoever arising from the construction of the erosion and sediment control devices of these Improvements herein.

8. This agreement may not be assigned without prior written consent of CITY with recommendation from COUNTY, which said consent shall not be unreasonably withheld.

9. Owner for himself, his heirs, personal representatives, successors and assigns, grants the CITY and COUNTY, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

ATTEST:

MAYOR and COUNCIL OF
The City of Brunswick, MARYLAND

By

Jeffrey T. Snoots
Mayor

Brunswick Crossing, LLC
by Pleasants Enterprises, Inc., Manager

CORPORATION OR PARTNERSHIP NAME:



Witness



Signature:

(SEAL)

William D. Pleasants, Jr., President

Name and Title (Please Print)

Witness

Signature:

(SEAL)

Approved as to Legal Sufficiency:

Name and Title (Please Print)

City Attorney

(Notarial for: SOLE OWNERSHIP, CO-OWNERSHIP AND PARTNERSHIP)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month), _____ (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ whose name(s) is/are subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

(Notarial for: CORPORATIONS)

State of Maryland County of Montgomery, to wit:

I HEREBY CERTIFY that on this 30th day of September (Month), 2016 (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William D. Pleasants, Jr. who acknowledged him/herself to be the President of Pleasants Enterprises, Inc. Manager of Brunswick Crossing LLC a body corporate, and that he/she was authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

Keith Bradley Whidden
Notary Public
Frederick County, Maryland
My commission expires
November 13th, 2018

Keith Bradley Whidden

Notary Public
My Commission Expires: 11/13/2018

(Notarial for: MAYOR OF THE CITY OF BRUNSWICK)

State of _____ County of _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____ (Month), _____ (Year), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the Mayor of The City of Brunswick, Maryland, that in his/her capacity as Mayor, being authorized to do so, executed the foregoing instrument on behalf of the Mayor and Council of The City of Brunswick, Maryland, a body corporate and politic, for the purposes therein contained

Witness my hand and Notarial Seal

Notary Public
My Commission Expires:

**City of Brunswick Paving Work
FY2016 & FY2017**

FY2016 Budget	\$ 810,000.00
FY2017 Budget	\$ 300,000.00
Total Budget	\$ 1,100,000.00

Expenses to Date:		
CJ Miller – Application #1	\$ 132,528.59	paid 12/4/2015
CJ Miller – Application #2	\$ 319,049.40	paid 12/4/2015
CJ Miller – Application #3	\$ 360,609.45	paid 10/7/2016
CJ Miller – Application #3	\$ 48,618.80	holding per John – to be paid after CJ Miller fixes curb & gutter issues
Misc. Eng. & Inspection Fees	\$ 7,428.50	
Total Expenses to Date	\$ 868,234.74	

Total Budget	\$ 1,100,000.00
Total Expenses to Date	-\$ 868,234.74
REMAINING TO SPEND	\$ 231,765.26

Last Phase of Paving	
4 th Avenue (from D to E Street)	\$ 35,866.00
West C Street (Delaware to Dayton)	\$ 33,900.50
9 th Avenue (Cummings to F)	\$ 82,592.00
Gum Spring Road widening	\$ 32,000.00
Street Striping (Galyn Manor)	\$ 17,569.40
Margrabe Alley apron	\$ 3765.36
Lower Dayton Ave (B to Brunswick)	\$ 26,072.00
Total	\$ 231,765.26



THE CITY OF BRUNSWICK MARYLAND

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

Mayor & Council

Gum Spring Road Frontage Improvements

Staff Report

October 11, 2016

This is a request for approval of the Gum Springs Road Frontage Improvement cost estimate for improvement in front of 504 and 550 Gum Spring Rd.

ANALYSIS:

The property owner of 504 Gum Spring Rd. submitted cost estimate for improvements to the frontage as a requirement of re-subdivision of three lots of record into one house lot. The cost estimate in the amount of 9,306.00 was approved by the City Engineer 3/2015 and is attached as **Exh. 1**.

The City acquired two cost estimates for full road widening, curb & gutter and sidewalk along the entire frontage of 504 Gum Spring Rd. and the platted alley between 504 and 550 Gum Spring Rd. and is attached as **Exh. 2**, \$23,800.00 (8-25-2016 Eric Moore) and **Exh. 3**, 54,979.00 (7-16-2015 CJ Miller)

The City was approached by the property owner of 550 Gum Spring Rd to revitalize the existing accessory structure on the property to a primary structure on 4 lots of record making one combined lot with one house.

The City acquired an estimate for frontage improvements along the entire frontage of 550 Gum Spring Rd from the low bid contractor Eric Moore of the 504 Gum Spring Rd proposal to widen the road, curb & gutter and sidewalk to match the improvements to the north and south of 550 Gum Spring Rd. in the amount of \$34,500.00 and is attached as **Exh. 4**

The percentage of property owner responsible improvements of overall total work that was applied to 504 Gum Spring Rd property owner was applied to 550 Gum Spring Rd Property Owner and was agreed upon by the property owner and the City through the sidewalk project payment plan agreement in the amount of \$13,500 and is attached as **Exh. 5**.

Due to the multiple properties and City right of way involved in the proposed improvements the City requested the low bid Contractor Eric Moore submit one cost estimate for all the improvements from his project known as Gum Springs Estates to the north of the platted right of way for G Street through 550 Gum Spring Rd. and the frontage of 504 Gum Spring Road. The estimate of \$55,570.00 is attached as **Exh. 6**. This is a \$2,730.00 discount of the combined estimates shown in Exh. 2 and Exh. 4.

The Estimate is broken down as follows:

504 Gum Spring Road	\$9,306.00
550 Gum Spring Road	\$13,500.00
City of Brunswick	<u>\$32,764.00</u>
Total Estimate	\$55,570.00

STAFF RECOMMENDATIONS:

Staff recommends approval of the Gum Spring Rd frontage improvements Cost estimate in the amount 55,570.00.

Exh. 1

COST ESTIMATE
VASSEUR PROPERTY IMPROVEMENTS
24-Feb-15

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Widening of Gum Spring Road:				
1	4" Gravel Aggregate Base	SY	112	\$ 4.40	\$492.80
2	5" (25mm) HMA Base Course	SY	112	\$ 9.80	\$1,097.60
3	2" (12.5mm) HMA Surface Course	SY	112	\$ 5.45	\$610.40
4	Curb	LF	155	\$ 12.80	\$1,984.00
5	Standard 4" Sidewalk	SF	675	\$ 4.95	\$3,341.25
6	Rip Rap Protection	CY	6	\$ 48.40	\$266.20
7	Mill & Overlay 18" width to 2" Milling Depth				\$300.00
					\$0.00
					\$0.00

Sub Total \$8,092.25

15% Contingency \$1,213.84

Total \$9,306.09

Round Surety to \$9,306.00

Approved as consistent w/ 2/16/15 mark-up
WJMA
3/2015

Exh 2

Eric Moore General Contracting LLC.

Phone: 1-443-277-5813

Fax: 1-717-642-6455

Email: ericsmoore@embarqmail.com

1040 Pecher Road

Fairfield, PA. 17320

MHIC# 103467

MHBR# 6416

PAHIC# PA084436

ESTIMATE:

To:

Job:

Antonette Vasseur
504 Oum Spring Rd.
Brunswick Md. 21716
(301) 693-6765
antonettehoffman84@gmail.com

Road and sidewalk improvements on property

P.O. #	Terms	Job Date	Date
	30 DAYS OF DATE	8-25-15	8-25-15

Item	Description	Amount
Curb Gutter	-140 liner feet of standard 6 inch height concrete curb -20 feet of driveway entrance including flared ends	
Sidewalk	-140 liner feet of 4 inch sidewalk, -20 liner feet 6 inch in driveway entrance including flared ends	
Asphalt	-Approximately 115 square yards of asphalt -Estimate 6 feet wide 160 feet long 6inch base -Estimate 6 feet wide 160 feet long 2 inch topping milled back 2 feet into existing road	
Grading	-Cutting existing asphalt -Cut 1 foot of depth 6 foot wide existing material out for curb gutter and asphalt -Build up to grade with compacted crush/run CR6 -Grade 5 feet from curb 160 feet long with a minimum of 4 inches of compacted #57 stone -Grade subsoil up to top of sidewalk with 2 inches of topsoil for topping -Landscape rake, seed, straw	
Exclusions	-Compaction testing -Surveying and stakes -Unsuitable soils for compaction below 1 foot top of existing asphalt	
	Antonette Vasseur <i>Antonette Vasseur</i> Date <u>8/26/15</u> Clement Vasseur <i>CV</i> Date <u>8-26-15</u>	
	Eric Moore General Contracting LLC <i>E. Moore</i> Date <u>8-26-15</u>	
		23,800.00

Exh 3



C J MILLER, LLC

Excavating • Paving • Utilities

MAIN OFFICE

3514 Basler Road • Hampstead, Maryland 21074-1299

Phone (410) 239-8006 FAX (410) 239-4204



Construction Services Proposal

July 16, 2015

Clement Vasseur
822 East A Street
Brunswick, MD 21716

Attn.: Mr. Clement Vasseur
Email: vasseur.clement@gmail.com

Project: Road Widening, Curb, & Sidewalk at 504 Gum Springs Road

We are pleased to offer pricing for the above referenced project in accordance with the field measurements, specifications, and scope in this proposal.

The plan used for this proposal was Site Plan Lands conveyed to Clement & Antonette Vasseur by Vanmar Associates, Inc., dated December 2014.

We will furnish all labor, equipment, tools, and materials as needed to complete the following scope of work in a timely manner in accordance with Local, County, and State specifications (as dated at the time of this proposal), as well as any special conditions or requirements contained herein.

Road Widening, Curb, & Sidewalk:	1 LS	\$53,500.00
Scope: Remove trees	3 EA	
Stakeout for our work	1 LS	
Traffic control	1 LS	
Cut out & grade for widening & apron	175 SY	
6" GAB Stone for widening & apron	175 SY	
4" 19mm Base for widening & apron	175 SY	
1.5" 9.5mm Surf. for widening & aprons	175 SY	

Finksburg Plant
Phone (410) 833-3780
FAX (410) 833-4858

Westminster Plant
Phone (410) 848-4898
FAX (410) 848-8887

Woodsboro Plant
Phone (301) 845-8784
FAX (301) 845-2658

1.5" 9.5mm Surf. for widening & apron	175 SY
Install Curb & Gutter	160 LF
Install Sidewalk	800 SF
Seed & Mulch disturbed areas	1 LS

Project Notes: Please see the following pages for exclusions and qualifications to our Proposal (other than stated in previous notes).

All material for berms/backstops to be obtained on-site (no import).

This Proposal is based on all work being completed in 2015.

GENERAL NOTES

Exclusions

- Bonds.
- Permits (ie: grading, utility, retaining walls, etc.).
- As-builts drawings.
- Soils Testing.
- Import of material.
- Rock: Drilling, Blasting, or Handling of rock
- Any work associated with toxic, hazardous, or explosive materials if encountered on the project.
- Concrete or retaining wall work.
- Electrical work.
- Utility relocation.
- Undercutting of unsuitable soils.
- Any security needed due to vandalism, theft, etc.
- Any other exclusions as noted or work not mentioned previously in this Proposal.

Qualifications

- This project's price is based on all work being completed within 12 (twelve) months from the date of this proposal. Due to the volatile pricing in the current construction market on materials, fuel, etc., any escalations in the market passed on to us, will have to be passed on to the owner.

- We have priced this project to take place in 1(one) phase. If, thru no fault of C. J. Miller, LLC, the project is broken into additional phases, we reserve the right to adjust pricing accordingly.
- All items relating to ADA requirements to be constructed in strict accordance with the plans.
- We are **not** responsible for marking of private on-site utilities or damage claims resulting from hitting any unmarked private utilities (Miss Utility only marks public utilities).
- Any delays caused by delays in stakeout by others will be billed as an extra.
- We will not be responsible for documentation of any MDE Notice of Intent Permits (if applicable).
- We will not be responsible for any expenses or wait time on relocation of utilities.
- If we are awarded the project, then all Contract verbiage, scope, etc., will be reviewed and subject to negotiation at that time. We are **not** guaranteeing that we will agree with all language in the Contract at this time.
- Any charges assessed by Miss Utility (or any entity they use for marking) for any initial marking fees or any re-marking fees will be considered extra work and the costs will be forwarded on to the Owner as a change order to the Contract.

ASPHALT NOTES

Exclusions

- Concrete Testing.
- Prime coat.
- Extra Stone placement.
- Concrete work of any kind.
- Utility adjustments other than risers.
- Utility or base patching other than stated above.
- 100% drainage where plan grades show less than 1% slope.
- **Any other exclusions as noted or work not mentioned previously in this Proposal.**

Qualifications

- Pricing for the Asphalt is based on a liquid asphalt price of \$488.75 per ton. Asphalt pricing may be adjusted to reflect the liquid asphalt price at time of placement.
- We have based our price on doing the work in One mobilization. Additional mobilizations, if required are \$2000.00 per mobilization.

Exh. 4

Eric Moore General Contracting LLC.

Phone: 1-443-277-5813

1040 Pecher Road

Fax: 1-717-642-6455

Fairfield, PA. 17320

Email: ericsmoore@embarqmail.com

MHIC# 103467

MHBR# 6416

PAHIC# PAO84436

ESTIMATE:

To:

Job:

550 Mark W. Thevenot
Gum Spring Rd.
Brunswick, Md. 21716
301-606-5615

Paving, Curb, Sidewalk, colvert improvements on property

P.O. #	Terms	Job Date	Date
	30 DAYS OF DATE	6-8-16	6-8-16

Item	Description	Amount
Curb Gutter	-197.5 liner feet of standard 6 inch height concrete curb -20 feet of driveway entrance including flared ends	3,500.00
Sidewalk	-197.5 liner feet of 4 inch thick 5 foot wide concrete sidewalk, -20 liner feet 6 inch inch thick driveway entrance including flared ends and rebar to City code.	4,200.00
Asphalt	Approximately 220 square yards of asphalt -Estimate 6 feet wide 197.5 feet long 6inch base -Estimate 6 feet wide 197.5 feet long 2 inch topping milled back 2 feet into existing road	9,800.00
Grading	-Cutting existing asphalt -Cut 1 foot of depth 6 foot wide exiting material out for curb gutter and asphalt -Build up to grade with compacted crush/run CR6 -Grade 5 feet from curb 197.5 feet long with a minimum of 4 inches of compacted #57 stone -Working around 3 exiting pine trees -Grade subsoil up to top of sidewalk with 2 inches of topsoil for topping -Landscape rake, seed, straw	12,500.00
Driveway Culvert	-30 feet of 24 inch Galvanized culvert pipe -2- 24 inch end sections -Cover with CR6 stone for driveway material -5 X 6 feet of Rip Rap stone on exit side of Culvert -Lower side of outlet structure to start approximately were existing stone wall is currently	4,500.00
Exclusions	-Compaction testing -Surveying and stake/out -Unsuitable soils for compaction below 1 foot top of existing asphalt -Exiting stone wall at driveway entrance	
	Mark W. Thevenot _____ Date: _____ Town Of Brunswick _____ Date: _____ Eric Moore General Contracting LLC. _____ Date _____	
		34,500.00

Exh 5

- 13,500

SIDEWALK PROJECT
PAYMENT PLAN AGREEMENT

Date:	8/4/2016
Name:	Mark Thevenot
Phone Number:	301-8206-5615
Email Address:	fourwindsconst@aol.com

Account Number:	N/A
Property Address:	3 lots on Gum Spring Road , Brunswick, MD 21716

Total Amount Due:	\$ 13,500
Initial Payment Amount:	\$ 4,500
Total Balance Due (finance 0%):	\$ 9,000
Amount of Quarterly Installment:	\$ 450
197 lf ft incl sidewalk, etc. or \$ 450 /quarter (5years/4 quarters/year)	

City of Brunswick:

I agree to pay \$ 450 every quarter for the next five years or until my balance (of \$9,000) is \$0. Failure to keep payments current in accordance with this agreement will result in default of the payment plan. I further understand that defaulting on the payment plan may result in a lien being applied to my property or other collection action by the City of Brunswick or its Agents.

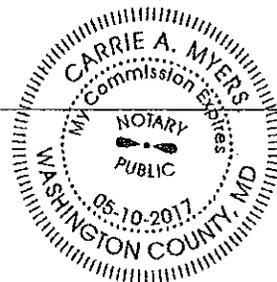
Signature: [Handwritten Signature] | Date: 8/4/16

CITY USE ONLY

City Approval: [Handwritten Signature] | Date: 8/4/16

NOTARY USE ONLY

Notary: [Handwritten Signature] | Date: 8/4/2016



Exh. Co

Eric Moore General Contracting LLC.

Phone: 1-443-277-5813

1040 Pecher Road

Fax: 1-717-642-6455

Fairfield, PA. 17320

Email: ericsmoore@embarqmail.com

MHIC# 103467

MHBR# 6416

PAHIC# PAO84436

ESTIMATE:

To:

Job:

City of Brunswick
1 W. Potomac St.
Brunswick, Md. 21716

Gum Spring Road Improvements
504 & 550 Gum Spring Road

P.O. #	Terms	Job Date	Date
	30 DAYS OF DATE	08-23-16	08-23-16

Item	Description	Amount
Curb Gutter	337.5 liner feet of standard 6 inch height concrete curb 2-20 feet of driveway entrance including flared ends	6,277.00
Sidewalk	337.5 liner feet of 4 inch thick 5 foot wide concrete sidewalk, 2-20 liner feet 6 inch inch thick driveway entrance including flared ends and rebar to City code.	7,532.00
Asphalt	Approximately 335 square yards of asphalt -Estimate 6 feet wide 357.5 feet long 4 inch base -Estimate 6 feet wide 357.5 feet long 2 inch topping milled back 2 feet into existing road	17,575.00
Grading	-Cutting existing asphalt -Cut 1 foot of depth 6 foot wide exiting material out for curb gutter and asphalt -Build up to grade with compacted crush/run CR6 -Grade 5 feet from curb 357.5 feet long with a minimum of 4 inches of compacted #57 stone -Working around 3 exiting pine trees -Grade subsoil up to top of sidewalk with 2 inches of topsoil for topping -Landscape rake, seed, straw	19,686.00
Culvert for Driveway	-30 feet of 24 inch Galvanized culvert pipe -2- 24 inch end sections -Cover with CR6 stone for driveway material -5 x 6 feet of Rip Rap stone on exit side of Culvert -Lower side of outlet structure to start approximately where existing stone wall is currently	4,500.00
Exclusions	-Compaction testing -Unlocated Utilities -Unsuitable soils for compaction below 1 foot top of existing asphalt -Existing stone wall at driveway entrance	
	City Of Brunswick _____ Date: _____ Eric Moore General Contracting LLC. <i>[Signature]</i> Date <i>9/26/16</i>	
		55,570.00

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

PURCHASE ORDER

VENDOR:

MAKOR K9

DATE: SEPT 23, 2016

P.O. NO.: 17-10

SHIP TO:

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

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

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	LABRADOR DRUG DOG LIFETIME MAINTENANCE + YEAR COST. ONE YEAR GUARANTEE ON HIPS.			\$ 8,500-

Acct # 6542

Approved by:



SHIPPING

0

TOTAL

\$ 8,500

MAKOR K9 OF WV
Explosive, Narcotic & Patrol



makork9wv.com
119 Paris Lane, White Oak WV
304-951-5965

To: Chief Frech
From: MAKOR K9 of WV
Subj: K9 Quote

One single purpose Labrador trained on meth, cocaine and heroin: \$8,500

Life time maintenance and yearly certification: Free

One year guarantee on hips

This price is the contract price provide to State of Maryland agencies who purchase canines from MAKOR K9 of WV.

Tax : Exempt
Total: \$8,500

Makor K9 of WV

- [Home](#)
- [Dogs Sold](#)
 - [Breeds](#)
 - [Malinois](#)
 - [German Shepherd](#)
 - [Dutch Shepherd](#)
 - [Labrador](#)
 - [Springer Spaniel](#)
 - [Other Sporting](#)
- [Services](#)
 - [K-9 Training Gallery](#)
- [K-9 Training Gallery](#)
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- [Contact Us](#)

We Offer:

- SALES & SERVICE
- CONSULTING & EVALUATION
- TRAINING - IMPORTATION - BREEDING
- PATROL - NARCOTICS - EXPLOSIVE - ARSON - DUAL PURPOSE - BED BUG - TERMITE - CELL PHONE - TOBACCO
- SEARCH & RESCUE - ENDANGERED SPECIES & WILDLIFE CONTRABAND
- GREEN DOGS
- PUPPIES
- BREEDS INCLUDE: MALINOIS, GERMAN SHEPHERD, DUTCH SHEPHERD, LABRADOR, SPRINGER SPANIEL AND OTHER SPORTING BREEDS

Our Purpose and Ideals

MAKOR K-9 OF WEST VIRGINIA , established in 2011, is a satellite company of Makor K9 located in NAPA California established in 1985 and is one of the most advanced K-9 training facilities in the United States. At MAKOR K-9 OF WEST VIRGINIA new dimensions of instructional techniques for all disciplines of K-9 training are constantly being explored, monitored, evaluated, refined and tested. MAKOR K-9 OF WEST VIRGINIA'S training staff is considered to be, and



includes, some of the most talented and expert K-9 trainers anywhere in the world. MAKOR K-9 OF WEST VIRGINIA also employs various adjunct instructors that are the leading experts in their own individual fields of K-9 knowledge and expertise. MAKOR K-9 OF WEST VIRGINIA'S total experience and superlative expertise is evident in the training of every K-9 that succeeds in any of the MAKOR K-9 OF WEST VIRGINIA training programs.

MAKOR K-9 of WEST VIRGINIA is a complete, fully equipped K-9 training facility conveniently located in White Oak, WV 6 miles from Interstate 77 and Winterplace Ski Resort. We are 15 minutes from Beckley Airport and just minutes from 4 star hotels. We are also 5 minutes from Glade Springs Resort with top of the line golfing and dining.

Makor K9 of West Virginia was opened to serve the K9 needs with quality in mind and a determination to produce top quality K9's which will preform on the street. Owned by Jason Kerr with Co-owner Mark Rispoli we have vowed to sell only the top working dogs and to give you the K9 you ask for and to be sure you are fully satisfied that your K9 will preform under any condition. **When Makor K9 of West Virginia sells a dog our Reputation goes with that K9 !!!!!!!**



In every K-9 trained by MAKOR K-9 OF WEST VIRGINIA there exists the pride of detail for fine craftsmanship and total functionality. This pride of workmanship is demonstrated time and time again when strong responses are given for learned behaviors and training tasks. All MAKOR K-9 OF WEST VIRGINIA trained dogs have an "attitude" of sound temperament, courage, and boldness of character. Purchase of a MAKOR K-9 OF WEST VIRGINIA trained K-9 is a wise step towards optimum performance and the pure power of balance.

MAKOR K-9 OF WEST VIRGINIA continues to set the standards that others aspire towards. Our international reputation in the field of K-9 training, related technical innovations, research and development, is widely coveted, and is without equal in the profession.

MAKOR K-9 OF WEST VIRGINIA can provide trained dogs for:

- Patrol
- Narcotics Detection
- Explosives Detection
- Accelerant Detection
- Dual Purpose
- Search & Rescue
- Personal and Executive Protection
- Service Canine Companion
- Endangered Species & Wildlife Contraband



includes, some of the most talented and expert K-9 trainers anywhere in the world. MAKOR K-9 OF WEST VIRGINIA also employs various adjunct instructors that are the leading experts in their own individual fields of K-9 knowledge and expertise. MAKOR K-9 OF WEST VIRGINIA'S total experience and superlative expertise is evident in the training of every K-9 that succeeds in any of the MAKOR K-9 OF WEST VIRGINIA training programs.

MAKOR K-9 of WEST VIRGINIA is a complete, fully equipped K-9 training facility conveniently located in White Oak, WV 6 miles from Interstate 77 and Winterplace Ski Resort. We are 15 minutes from Beckley Airport and just minutes from 4 star hotels. We are also 5 minutes from Glade Springs Resort with top of the line golfing and dining.

Makor K9 of West Virginia was opened to serve the K9 needs with quality in mind and a determination to produce top quality K9's which will preform on the street. Owned by Jason Kerr with Co-owner Mark Rispoli we have vowed to sell only the top working dogs and to give you the K9 you ask for and to be sure you are fully satisfied that your K9 will preform under any condition. **When Makor K9 of West Virginia sells a dog our Reputation goes with that K9 !!!!!!!**



In every K-9 trained by MAKOR K-9 OF WEST VIRGINIA there exists the pride of detail for fine craftsmanship and total functionality. This pride of workmanship is demonstrated time and time again when strong responses are given for learned behaviors and training tasks. All MAKOR K-9 OF WEST VIRGINIA trained dogs have an "attitude" of sound temperament, courage, and boldness of character. Purchase of a MAKOR K-9 OF WEST VIRGINIA trained K-9 is a wise step towards optimum performance and the pure power of balance.

MAKOR K-9 OF WEST VIRGINIA continues to set the standards that others aspire towards. Our international reputation in the field of K-9 training, related technical innovations, research and development, is widely coveted, and is without equal in the profession.

MAKOR K-9 OF WEST VIRGINIA can provide trained dogs for:

- Patrol
- Narcotics Detection
- Explosives Detection
- Accelerant Detection
- Dual Purpose
- Search & Rescue
- Personal and Executive Protection
- Service Canine Companion
- Endangered Species & Wildlife Contraband



MAKOR K-9 OF WEST VIRGINIA will upon special request, train dogs for other specific intended purposes.

Dogs for sale are not listed due to high demand and always changing. We offer German Shepherd, Malinois, Dutch Shepherd, Labrador, Springer Spaniel and other sporting breeds.

- [Home](#)
- [Dogs Sold](#)
- [Services](#)
- [K-9 Training Gallery](#)
- [S.W.A.T. K-9](#)
- [Guarantee](#)
- [Links](#)
- [Contact Us](#)

119 Paris Lane
White Oak, WV 25989
Office: 304-951-5965
Office: 304-840-3573



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PO BOX 200 - White Oak, WV 25985 - Office: 304-951-5965 - Office: 304-840-3573

Designed by [eve. Inc.](#)

Quarterly Utility Billing Proposed Changes
Staff Report
October 11, 2016

Background:

Quarterly utility bills are generated in January, April, July, and October for usage for the prior three-month time period. A typical utility billing schedule is as follows:

- Bills are generated the first week of the month and are due the 10th day of the following month. Customers are given at least 30 days to pay this bill.
- A 2% interest fee is assessed to the remaining unpaid accounts and a Second Notice bill is mailed. Customers are given 10 more days to pay this bill.
- A Third Notice bill is mailed to the remaining unpaid accounts. Customers are given 10 more days to pay this bill.
- A cut-off list is generated based on the remaining unpaid accounts. Termination notices are posted on customer doors.
- Customers are typically given approximately 48 hours to pay the balance on their accounts before being cut off. The exact date and time of cut-offs is dependent on staff availability, and historically, we have not conducted cut-offs on Fridays.
- Once a customer account is cut off, a \$75 delinquent account charge is added to the account. Customers are required to pay the full balance of their account, in addition to the delinquent account charge, prior to having their service restored. This payment must be made in cash or credit card. Checks are no longer accepted at this stage in the process.

Additionally, there are some other factors that come into play during this process:

- There is quite a bit of manual processing time needed to ensure the accuracy of all bills. The Receivables Specialist and Public Works Specialist spend time reviewing accounts with high usage prior to sending bills out for the first time.
- Customers are allowed to begin a Payment Plan once every two years. Payment plans require a customer to pay 50% of their account balance, and allow them to divide the remaining 50% equally over the next six months. Customers must make the remaining payments and keep all future bills current, or the payment plan is considered in default. The Receivable Specialist tracks payment plans manually and must spend time ensuring customers are keeping current with payments prior to being cut off.
- Payments are accepted many ways: by mail, drop box, over the phone, on the City website, or in person. The Receivables Specialist spends ample time verifying all forms of payment options prior to placing customers on a cut-off list, to ensure a payment hasn't been overlooked.
- Because the quarterly billing process flows fairly quickly from one quarter to the next, the Public Works Specialist begins meter readings throughout the City before the previous quarter's billing cycle has wrapped up. This necessitates the need for more Public Works employees to get involved in the cut-off process.
- Extra business days are added to each step of this process for preparing the bills and allowing time for them to go through the US Postal Service.

Below is the breakdown of how this process played out for the July 2016 quarterly billing. This was a typical billing cycle and the numbers reflected below are fairly average:

- Total accounts billed – 2,658
- Total accounts assessed 2% fee & Second Notices billed – 1,041 (39%)
- Total accounts Third Notices billed – 518 (19%)
- Total accounts on Cut-Off List and Termination Notices posted on doors – 71 (2%)
- Total accounts terminated - 24 (<1%)

Proposal:

Staff would like to propose the following changes to the quarterly utility billing process:

- Stop sending Third Notices to customers. Cut-off lists would now be generated ten days after the Second Notices are generated.
- Add a date/time to the Termination Notices placed on customer doors. This date would allow customers at least two full business days to pay their balance. If the cut-off date falls on a Friday, it would be moved to the following Monday.
- If approved, notifications of these billing changes would be publicized with a mailing to all customers, through advertising in the Brunswick Citizen, on the City website, and on the City Facebook page.
- Changes will take effect with the January, 2017 billing cycle.
- By making the proposed changes, the billing cycle could be shortened by at least two full weeks.

Example of Current/Proposed Timeline

July 2016 Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Bills generated Bills generated	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10 Bills due Bills due	11 2 nd notices generated 2 nd notices generated	12	13
14	15	16	17	18	19	20
21	22 2 nd notices due 2 nd notices due	23	24 3 rd notices generated Termination notices posted on doors	25	26	27
28	29 Terminations	30	31			

Sept 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 3 rd notices due	7	8	9	10
11	12 Termination notices posted on doors	13	14	15 Terminations	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



City of Brunswick
1 West Potomac Street
Brunswick, Maryland 21716

(301)-834-7500
M-F 8:00 a.m. - 4:30 p.m.

W POTOMAC ST
BRUNSWICK, MD 21716

Account Statement

ACCOUNT INFORMATION

ACCOUNT: W POTOMAC ST
SERVICE ADDRESS: 4/1/2016 to 6/30/2016
SERVICE PERIOD: 6/30/2016
BILLING DATE: 8/10/2016
DUE DATE: 8/10/2016

METER READING

Serial No	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
38247920	3/11/2016	133230	6/13/2016	133440	210

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

USAGE HISTORY

NO USAGE HISTORY

CURRENT CHARGES

Water	48.50
Sewer	49.00
Bay Restoration	15.00
Trash	20.00
TOTAL CURRENT CHARGES	132.50

BILL SUMMARY

PREVIOUS BALANCE	977.54
PAYMENTS RECEIVED	0.00
ADJUSTMENTS	92.29
ADDITIONAL BILLING	0.00
CURRENT CHARGES	132.50

TOTAL AMOUNT DUE 1,202.33

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:
CITY OF BRUNSWICK

ACCOUNT: W POTOMAC ST
SERVICE ADDRESS: 4/1/2016 to 6/30/2016
SERVICE PERIOD: 6/30/2016
BILLING DATE: 8/10/2016
DUE DATE: 8/10/2016

W POTOMAC ST
BRUNSWICK, MD 21716

AMOUNT DUE

TOTAL AMOUNT DUE BY 8/10/2016 1,202.33

AMOUNT ENCLOSED

REMIT PAYMENT TO:

City of Brunswick
1 West Potomac Street
Brunswick, Maryland 21716





Second Notice

1 W POTOMAC ST
BRUNSWICK, MD 21716

RE: Account Number	
Account Name	
Service Location	W POTOMAC ST
Past Due Amount	\$1,202.33
Additional Charge	\$19.64
Amount Due	\$1,221.97
Due Date	Monday, August 22, 2016

Dear Customer:

08/11/2016

Your account is past due. A 2% interest charge has been applied to your account due to non payment. If your bill has not been paid at the end of this 10 day delinquency period, you will receive a final service termination letter. If you are financially unable to pay this bill in full, installment arrangements are available to help meet your obligation. Failure to address financial hardship issues will cause the termination of water service to your property.

To make arrangements please email CityHall@BrunswickMD.gov or call City Hall (301) 834-7500. At no extra charge, you can pay your bill with a credit card by accessing the City website at www.BrunswickMD.gov. Cash, check, money order, and credit card payments are accepted at City Hall. Credit card payments by phone are also accepted. Please disregard this message if payment has already been made.

Sincerely,

Utility Billing
1 West Potomac Street
Brunswick, Maryland 21716

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

CITY OF BRUNSWICK

ACCOUNT: _____
 SERVICE ADDRESS: W POTOMAC ST
 BILLING DATE: 08/11/2016

DUE DATE: 08/22/2016

W POTOMAC ST
BRUNSWICK, MD 21716

AMOUNT DUE

PAST DUE AMOUNT	\$1,202.33
LATE CHARGE	\$19.64
TOTAL AMOUNT DUE BY 08/22/2016	\$1,221.97

AMOUNT ENCLOSED

REMIT PAYMENT TO:

1 West Potomac Street
Brunswick, Maryland 21716





City of Brunswick

Third and Final Notice

W POTOMAC ST
BRUNSWICK, MD 21716

RE: Account Number	
Account Name	
Service Location	W POTOMAC ST
Past Due Amount	\$1,221.97
Additional Charge	\$0.00
Amount Due	\$1,221.97
Due Date	Tuesday, September 6, 2016

08/24/2016

Dear Customer:

Your payment for utility services provided in April, May, and June, 2016 is past due.

To avoid cutoff, please pay by the due date referenced above.

Please disregard this notice if payment or payment arrangements have already been made.

If your payment is not received by the payment due date, the delinquent account fee of at least \$75.00 must be paid in addition to all delinquent charges and your service will be terminated.

Sincerely,

Utility Billing
1 West Potomac Street
Brunswick, Maryland 21716

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

CITY OF BRUNSWICK

ACCOUNT:	---
SERVICE ADDRESS:	W POTOMAC ST
BILLING DATE:	08/24/2016

DUE DATE: 09/06/2016

W POTOMAC ST
BRUNSWICK, MD 21716

AMOUNT DUE

PAST DUE AMOUNT	\$1,221.97
LATE CHARGE	\$0.00
TOTAL AMOUNT DUE BY 09/06/2016	\$1,221.97

AMOUNT ENCLOSED

REMIT PAYMENT TO:

1 West Potomac Street
Brunswick, Maryland 21716

TERMINATION NOTICE

City of Brunswick
1 West Potomac Street
Brunswick, Maryland 21716

POSTED: September 12th, 2016

Your water service is being disconnected due to non-payment of your April/May/June 2016 utility bill. You must pay your account in full immediately. Your payment must be cash, credit card (VISA, Discover, MasterCard), or money order.

If your service is terminated due to non-payment, you will be charged a \$75.00 delinquent account fee .

To restore service, you will need to schedule an appointment with City Hall when someone is at the residence, which can only occur Monday thru Friday between 8 a.m. and 2 p.m. and as already scheduled workloads permit.

Local Charities - If you should need help with your bill:

**Beacon - 301 834-9718- 1st and 3rd Wednesday
of each month from 9:00 a.m. – 12:00 p.m.
Salvation Army 301 662-2311
St. Vincent de Paul 301 662-4676**