

**MAYOR AND COUNCIL MEETING
TUESDAY, OCTOBER 26, 2021, 6:00PM**

- 1. CALL TO ORDER, PLEDGE, AND ROLL CALL**
- 2. MAYOR'S REMARKS**
 - a. Business in Brunswick Week Proclamation
- 3. CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
- 4. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
 - a. Resolution 2021-12 – Traffic Control Request – Handicap Space - 2 East A Street – vote anticipated
 - b. Resolution 2021-13 – Traffic Control Request – Handicap Space – 28 North Delaware Avenue – vote anticipated
 - c. Special Ordinance 578 – Contract Acceptance 30-36 West Potomac Street – vote anticipated
 - d. Special Ordinance 579 – Purchase of 102 West Potomac Street – vote anticipated
- 5. STAFF/COMMISSION REPORTS**
- 6. CONSENT AGENDA**
 - a. Purchase Order 220059 Approval – PJ's Roofing Inc. - \$11,123 – Public Works Garage Roof Replacement
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - a. City Park Building Interior Renovations Bid Opening
 - b. CSX Train Track Blocking Letter – vote anticipated
 - c. Salary Scale and Organizational Chart – discussion and possible vote
- 9. ADJOURNMENT**

10/26/2021 11:58 AM

PROCLAMATION

CELEBRATING BUSINESS IN BRUNSWICK WEEK October 25-29, 2021

WHEREAS, the week of October 25th, 2021 is recognized throughout the State of Maryland as Economic Development Week, and:

WHEREAS, the week of October 25th, 2021 is recognized throughout Frederick county as Business Appreciation Week; and

WHEREAS, the economic growth and stability of the State and Frederick county affects all jurisdictions of Maryland, and Brunswick is an increasingly important component of the State's economic success, and;

WHEREAS, the City of Brunswick is committed to the attracting, retaining, and expanding all forms of business in Brunswick, and;

WHEREAS, the past two years have been very challenging for local small businesses, and;

WHEREAS, Brunswick Main Street, the Greater Brunswick Area Chamber of Commerce, and the City of Brunswick have partnered to host the Celebrating Business in Brunswick program for 2021 which has been designed to show appreciation to our business owners, allow customers to show appreciation for their favorite businesses, and launch the Be Kind customer service campaign;

NOW THEREFORE, on behalf of the Mayor and Council of Brunswick, I do hereby proclaim the week of October 25th, 2021 to be Celebrating Business in Brunswick week in the City of Brunswick, Maryland.

Nathan Brown
Mayor, City of Brunswick

RESOLUTION NO. 2021-12

A RESOLUTION TO AUTHORIZE HANDICAP PARKING ON EAST A STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF BRUNSWICK, MARYLAND.

WHEREAS, pursuant to the powers granted to them by the Annotated Code of Maryland, and Section 6-1201 of the Code of Ordinances of the City of Brunswick, Maryland, the Mayor and Council deem it to be "necessary for the safety and control of vehicular or pedestrian traffic or for the regulation of the use of parking areas" to assign a handicap parking space within the corporate boundaries of the City of Brunswick, Maryland and to authorize the erection of a handicap parking sign.

BE IT RESOLVED, that a handicap parking space shall be enacted at 2 East A Street, within the corporate boundaries of the City of Brunswick, Maryland and that this sign shall be erected within the corporate boundaries of the City of Brunswick, Maryland as determined by the Brunswick Department of Public Works and the Brunswick Police Department.

PASSED this day 26th day of October, 2021 by a vote of ___ for; ___ against; ___ abstaining, and ___ absent.

ATTEST:

David B. Dunn, City Administrator

COUNCIL OF THE CITY OF BRUNSWICK:

By: _____

John Dayton, Mayor Pro Tem

APPROVED this ____ day of _____, 2021.

ATTEST: _____

David B. Dunn, City Administrator

Nathan Brown, Mayor

RESOLUTION NO. 2021-13

A RESOLUTION TO AUTHORIZE HANDICAP PARKING ON NORTH DELAWARE AVENUE WITHIN THE CORPORATE LIMITS OF THE CITY OF BRUNSWICK, MARYLAND.

WHEREAS, pursuant to the powers granted to them by the Annotated Code of Maryland, and Section 6-1201 of the Code of Ordinances of the City of Brunswick, Maryland, the Mayor and Council deem it to be “necessary for the safety and control of vehicular or pedestrian traffic or for the regulation of the use of parking areas” to assign a handicap parking space within the corporate boundaries of the City of Brunswick, Maryland and to authorize the erection of a handicap parking sign.

BE IT RESOLVED, that a handicap parking space shall be enacted at 208 North Delaware Avenue, within the corporate boundaries of the City of Brunswick, Maryland and that this sign shall be erected within the corporate boundaries of the City of Brunswick, Maryland as determined by the Brunswick Department of Public Works and the Brunswick Police Department.

PASSED this day 26th day of October, 2021 by a vote of ___ for; ___ against; ___ abstaining, and ___ absent.

ATTEST:

David B. Dunn, City Administrator

COUNCIL OF THE CITY OF BRUNSWICK:

By: _____

John Dayton, Mayor Pro Tem

APPROVED this _____ day of _____, 2021.

ATTEST: _____

David B. Dunn, City Administrator

Nathan Brown, Mayor

**CITY OF BRUNSWICK, MARYLAND
SPECIAL ORDINANCE NO. 578**

A SPECIAL ORDINANCE TO AUTHORIZE THE SALE AND CONVEYANCE OF 30-36 WEST POTOMAC STREET AS ASSESSED BY THE STATE DEPARTMENT OF ASSESSMENT AND TAXATION AND DESCRIBED IN A DEED DATED DECEMBER 31, 2020 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 14502, FOLIO 160.

WHEREAS, the Mayor and Council received grant funding through the Department of Housing and Community Development (DHCD) to develop a downtown acquisition program whereby underutilized or blighted properties would be purchased with said funding, with the overall goal of re-selling the properties at a discounted rate to purchasers interested in renovating and occupying the properties “**the Grant Program**”); and

WHEREAS, pursuant to a vote on October 13, 2020, the Mayor and Council purchased and acquired 30-36 West Potomac Street on December 31, 2020, with the goal of re-sale pursuant to the Grant Program; and

WHEREAS, in accordance with Article I, Section 16-3, Paragraph 24, “Powers Generally” of the City of Brunswick Charter, the Mayor and Council have the power to pass ordinances “to dispose of and convey” real property “for the benefit of the city”

WHEREAS, in accordance with Section 5-204 (c) (3) of the Local Government Article, Annotated Code of Maryland, a municipality may sell its property, at public or private sale after 20 days public notice and “may convey to the purchaser any real or leasehold property belonging to the municipality if the legislative body of the municipality determines that the property is no longer needed for public use”; and

WHEREAS, a Public Notice was posted on the City’s website and social media accounts for twenty (20) days ending on September 6, 2021, which Public Notice is attached hereto and incorporated herein; and

WHEREAS, at its duly advertised public meeting on September 14, 2021, the Mayor and Council approved Resolution 2021-10, declaring the property at 30-36 West Potomac Street was no longer needed for public use; and

WHEREAS, on September 9, 2021, 30-36 West Potomac Street was listed for sale with a commercial real estate broker and requesting potential purchasers to submit by September 9, 2021 bona fide letter of intent offers to purchase 30-36 West Potomac Street pursuant to the terms and conditions of the Grant Program including but not limited to a matching investment by the potential purchaser of renovation improvements to 30-36 West Potomac Street equal to twenty-five percent (25%) of the purchase price for the said property (but no less than \$100,000) to be completed within eighteen (18) months after the date of closing on said property (the “**Matching Investment**”); and

WHEREAS, four letter of intent offers were received, all potential purchasers were interviewed and all letter of intent offers were carefully evaluated by the Mayor and Council in Closed Session on October 4, 2021; and

WHEREAS, during the Closed Session, the letter of intent offer from Machel Lee and Eric Lindland dated August 25, 2021 and attached hereto and incorporated herein, for the purchase price of \$280,000 with the \$100,000 Matching Investment obligation (the “**Lee-Lindland Offer**”) was deemed the most responsive letter of intent offer and represented the best opportunity for the overall revitalization of 30-36 West Potomac Street consistent with the goals and guidelines of the Grant Program; and

WHEREAS, by Resolution No. 2021-11 approved on October 12, 2021, the Mayor and Council resolved to move forward with the negotiation and execution of a contract of sale in accordance with the terms and conditions set forth

in the Lee-Lindland Offer and enact an ordinance to authorize that sale and conveyance of 30-36 West Potomac Street pursuant to the contract of sale based on the Lee-Lindland Offer and for the Mayor to negotiate, and sign on behalf of the Mayor and Council, as well as any other documents to complete the sale, closing/settlement and conveyance of 30-36 West Potomac Street.

NOW THEREFORE BE IT ENACTED AND ORDAINED, by the Mayor and Council pursuant to the powers granted to them by the said Article I, Section 16-3, Paragraph 24, "Powers Generally" of the City of Brunswick Charter and Section 5-204 (c) (3) of the Local Government Article, Annotated Code of Maryland that 30-36 West Potomac Street be sold and conveyed pursuant to the terms and conditions of the Lee-Lindland Offer and the contract of sale to be negotiated between the Mayor and Lee-Lindland on terms and conditions deemed acceptable to the Mayor and consistent with the Lee-Lindland Offer and the Grant Program and including the Matching Investment ("**the Contract**").

BE IT FURTHER ENACTED, that the Mayor has the authority to sign and acknowledge the Contract, any amendments thereto, and any and all other documents or instruments necessary, required or convenient for the sale, closing/settlement and conveyance of 30-36 West Potomac Street under the Contract and his signature shall be binding on the Mayor and Council.

INTRODUCED and discussed at a regular meeting of the Mayor and Council on October 26, 2021.

PASSED this day 26th day of October, 2021 by a vote of ____ for; ____ against, ____ abstaining and ____ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

David B. Dunn
City Administrator

By: _____
Name: John Dayton
Title: Mayor Pro Tem

APPROVED this 26th day of October, 2021.

ATTEST: _____
David B. Dunn
City Administrator
4848-7538-7903, v. 1

Nathan Brown
Mayor

**CITY OF BRUNSWICK, MARYLAND
SPECIAL ORDINANCE NO. 579**

A SPECIAL ORDINANCE TO AUTHORIZE THE PURCHASE OF 102 WEST POTOMAC STREET AS ASSESSED BY THE STATE DEPARTMENT OF ASSESSMENT AND TAXATION AND DESCRIBED IN AN AGREEMENT OF SALE DATED SEPTEMBER 6, 2021 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER 11104, FOLIO 172.

WHEREAS, the Mayor and Council received grant funding through the Department of Housing and Community Development (DHCD) to develop a downtown acquisition program whereby underutilized or blighted properties would be purchased with said funding, with the overall goal of re-selling the properties at a discounted rate to purchasers interested in renovating and occupying the properties “**the Grant Program**”); and

WHEREAS, an Agreement of Sale was executed on September 6, 2021 by Mayor Nathan Brown on behalf of the Mayor and Council of Brunswick and Donald Devine on behalf of Brunswick Property Company, LLC to purchase the property at 102 West Potomac Street for six hundred fifty-seven thousand five hundred dollars (\$657,500); and

WHEREAS, said agreement contained a forty-five (45) day inspection period, which has since concluded satisfactorily;

NOW THEREFORE BE IT ENACTED AND ORDAINED, by the Mayor and Council to purchase the property at 102 West Potomac Street in the amount of six hundred fifty-seven thousand five hundred dollars (\$657,500).

BE IT FURTHER ENACTED, that the Mayor has the authority to sign and acknowledge the Contract, any amendments thereto, and any and all other documents or instruments necessary, required or convenient for the purchase and closing/settlement of 102 West Potomac Street under the Contract and his signature shall be binding on the Mayor and Council.

INTRODUCED and discussed at a regular meeting of the Mayor and Council on October 26, 2021.

PASSED this day 26th day of October, 2021 by a vote of ____ for; ____ against, ____ abstaining and ____ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

David B. Dunn
City Administrator

By: _____
Name: John Dayton
Title: Mayor Pro Tem

APPROVED this 26th day of October, 2021.

ATTEST: _____
David B. Dunn
City Administrator
4848-7538-7903, v. 1

Nathan Brown
Mayor

DND

MD 9/9/21

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("this Agreement") is made as of the 6 day of September 2021, by and between Brunswick Property Company, LLC, a Virginia limited liability company ("Seller") and Mayor and Council of Brunswick, a municipal corporation of the State of Maryland, or its nominee or assignee ("Buyer"), under the following circumstances:

Seller is the fee simple owner of those certain parcels of real property, located in Frederick County, Maryland located at 102 West Potomac Street, Brunswick, Maryland 21716, containing approximately 0.312 acres (13,606 square feet) of real property (the "Land") and improvements including a three-story with a basement 10,503 square foot commercial building as described in SDAT as Tax Account Number 25-471806 and in a deed to Seller dated October 10, 2014 and recorded among the Land Records of Frederick County, Maryland in Liber 11104, folio 172 (the "Property"); and Seller desires to sell the Property (hereinafter defined) to Buyer, and Buyer desires to acquire the Property.

NOW, THEREFORE, the parties agree that for valuable consideration the receipt and sufficiency of which is hereby acknowledged, as follows:

ARTICLE I - PURCHASE AND SALE

1.1 Property. "Property" shall mean, collectively: (a) the Land, (b) all improvements constructed upon the Land, including but in no way limited to the +/- 10,503 square foot commercial building, (the "Building"), (c) all mineral rights, rights of way or use, servitudes, easements, and appurtenances belonging to the Land, (d) to the extent of Seller's interest therein, the bed of any street, alley, or road adjoining the Land, and (e) all land use, zoning, subdivision and other governmental approvals, permits and entitlements which are applicable to the Land (and including all rights of Seller to any plans and specifications relating thereto, collectively, the "Plans").

1.2 Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase the Property, upon the terms and conditions set forth herein.

1.3 Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be Six Hundred Fifty Seven Thousand Five Hundred Dollars (\$657,500.00).

1.4 Deposit. Within Two (2) business days after the Effective Date (hereinafter defined), Buyer shall deliver to Excalibur Title & Escrow, ATTN: Kenneth Huyser, Owner/Member, 8 E. 2nd Street, Suite 202, Frederick, Maryland 21701 ("Escrow Agent" or "Title Company"), the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit"). Except as otherwise specifically provided for herein, the Deposit shall be fully refundable during the Inspection Period (defined below). The total Deposit shall become non-refundable except in the event of a default by Seller or failure of a Condition Precedent to Closing (defined below). Notwithstanding the Deposit, or any portion thereof, becoming nonrefundable, 100% of the Deposit shall be credited to Buyer and applied to the Purchase Price at Closing. Upon receipt of the Deposit, the Escrow Agent shall provide written notice to the parties that it consents to the terms and conditions of this Agreement related to the holding, disbursement and release of the Deposit.

1.5 Escrow Agent. Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions hereof. If a dispute arises between Seller and Buyer concerning the distribution of the Deposit, Escrow Agent may deposit the Deposit with a court of competent jurisdiction and interplead Seller and Buyer with respect thereto. Seller and Buyer shall each reimburse Escrow Agent for one-half of any reasonable costs and expenses incurred by Escrow Agent as a result of any such dispute unless such dispute is the result of negligence or willful misconduct of Escrow Agent.

1.6 Inspection Period. (a) Buyer shall have Forty-Five (45) days from the later to occur of the Effective Date of this Agreement or the date that Seller delivers to Buyer the "Seller's Materials" as hereinafter defined (the "**Inspection Period**") during which to make a physical inspection of the Property and review all agreements, environmental studies, all available property condition reports, zoning ordinances, title documents, surveys, drawings and all other "Seller's Materials" (defined below) and to otherwise determine if the Property is suitable for Buyer's intended use. Without limitation, Buyer may, upon reasonable notice to Seller, enter upon the Property at any reasonable time to conduct and perform such tests, surveys and evaluations as Buyer deems necessary. Buyer's right to enter and inspect the Property as described above shall continue until the Closing (or earlier termination of this Agreement as permitted hereby). Buyer shall return the Property to substantially the same condition in which it was prior to the time of such entry, which obligation shall survive a termination of this Agreement. All work performed shall be performed without cost or expense to Seller and Buyer shall indemnify and hold Seller harmless from any liability or loss as a result of said entry, except to the extent that any such liability or loss is caused by the negligence or willful misconduct of Seller or any of its agents, employees or contractors. Notwithstanding anything to the contrary, prior to entering upon the Property for any reason, Buyer shall provide to Seller reasonable evidence, which evidence shall identify Seller and its mortgagee, if any, as an additional insured, that Buyer maintains general liability insurance coverage in an amount not less than \$1,000,000.00 combined single limit and shall require any agent or contractor of Buyer performing any work on the Property to maintain general liability insurance with a combined single limit of not less than \$1,000,000.00 and naming the Seller and its mortgagee, if any, as additional insureds. The provisions of this Section 1.6 (except for Buyer's maintenance of general liability insurance coverage naming Seller and its mortgagee, if any as an insured which shall terminate at Closing or earlier termination of this Agreement), shall survive Closing or an earlier termination of this Agreement.

(b) Buyer shall have the right to terminate this Agreement, with or without cause, and for any or no reason, by providing written notice to Seller prior to 5:00 p.m. Eastern Time on the last day of the Inspection Period. Upon providing said written notice, the Agreement shall be deemed terminated, the Deposit shall be returned to Buyer and, except as otherwise expressly provided for in this Agreement, the parties shall be relieved of any and all further obligations hereunder.

1.7 Seller's Materials. Within Five (5) days immediately following the Effective Date, Seller shall deliver to Buyer copies of all leases, surveys, soil tests, property condition reports, title reports, title insurance policies, environmental reports, traffic studies, building or site plans (including the Plans), correspondence from any governmental authority, or other similar documents or reports, if any, which are within Seller's possession. (collectively, "**Seller's Materials**"). Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of the Seller's Materials. The Inspection Period defined herein shall commence upon the transfer of all Seller's Materials to Buyer.

to the best of Seller's knowledge

ARTICLE II-REPRESENTATIONS AND WARRANTIES

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2.1 Covenants, Representations, and Warranties of Seller. (a) Seller represents and warrants to Buyer that, to: (1) Seller ~~has not~~ executed any leases, easements, maintenance agreements, service contracts or other encumbrances or agreements affecting all or any portion of the Property which are not recorded and which will remain in effect after Closing; (2) Seller is a limited liability company in good standing with the State of Virginia and authorized to do business in the State of Maryland, has the sole power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery, this Agreement shall be valid and enforceable against Seller in

accordance with its terms; (3) Seller is not a party or to Seller's knowledge, a potential party to any pending, contemplated, or threatened bankruptcy or similar proceeding or litigation, under any federal, state, or local law, which might adversely affect the Property or Seller's ability to perform its obligations hereunder; (4) to Seller's knowledge, the execution of this Agreement by Seller will not violate any law, rule, regulation, court order, contract, agreement, or commitment or obligation by which the Property or Seller is affected; (5) except as specifically set forth in any environmental reports delivered to Buyer as part of Seller's Materials, to Seller's knowledge no hazardous materials are present or have been released in, on, or under the Property during Seller's ownership of the Property; (6) Seller is not a "foreign person" as defined in Section 1445(b)(2) of the Internal Revenue Code, as amended ("FIRPTA"); and (7) all bills and claims for labor performed or materials furnished to or for the Property have been fully paid. For purposes hereof, Seller will be deemed to have "knowledge" of a particular fact or other matter if its Chief Executive Officer (as of the Effective Date of this Agreement) has or at any time had (i) actual knowledge, or (ii) that knowledge which a reasonably prudent business person could have obtained in the management of his or her business affairs after making due inquiry and exercising due diligence which a prudent business person should have made or exercised, as applicable, with respect thereto. The foregoing representation and warranties are referred to as "**Seller's Representations.**" All of Seller's Representations shall be deemed to be remade as of the Closing Date and shall survive Closing and the recording of the Deed.

(b) Seller shall execute and deliver to the Title Company at Closing an affidavit (the "**Owner's Affidavit**") in form and content reasonably approved by Seller and the Title Company in order to satisfy any reasonable "seller" requirements for issuance of an ALTA form owner's policy of title insurance providing standard title coverage ("**Title Policy**") to Buyer without exceptions unacceptable to Buyer.

2.2 Representations and Warranties of Buyer. Buyer covenants, represents, and warrants to Seller, as of the Effective Date and as of the Closing Date, that: (a) Buyer has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery, this Agreement shall be valid and enforceable against Buyer in accordance with its terms; (b) Buyer has sufficient financial resources available and is financially able to consummate the purchase of the Property on the Closing Date, and to pay all other costs which may arise under and in furtherance of this Agreement; and (c) Buyer is not a party or a potential party to any pending, (to Buyer's knowledge) threatened bankruptcy or similar proceeding under any federal, state, or local law. Buyer will be deemed to have "knowledge" of a particular fact or other matter if its City Administrator (as of the Effective Date of this Agreement) has or at any time had (i) actual knowledge, or (ii) that knowledge which a reasonably prudent business person could have obtained in the management of his or her business affairs after making due inquiry and exercising due diligence which a prudent business person should have made or exercised, as applicable, with respect thereto.

ARTICLE III - CLOSING

3.1 Closing. (a) Closing under this Agreement ("**Closing**") shall occur at the offices of the Title Company on a date mutually agreed upon by Buyer and Seller (the "**Closing Date**"), which date shall not be later than Thirty (30) days immediately following the later of (i) satisfaction of all "Conditions Precedent" to Closing (defined below); or (ii) expiration of the Inspection Period (the "**Outside Closing Date**"), provided Buyer has not terminated this Agreement during the Inspection Period as provided for hereinabove.

(b) At Closing, Seller shall deliver to the Title Company the following: (i) a special

warranty deed from Seller to Buyer, in form reasonably acceptable to Seller, Buyer and the Title Company, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances of any kind, except for "Permitted Exceptions" (defined below) (the "Deed"); (ii) an affidavit as required under FIRPTA; (iii) the Owner's Affidavit; (iv) a settlement statement setting forth all amounts to be paid or received by Buyer or Seller at Closing, as reasonably approved by the parties consistent herewith (the "Settlement Statement"); (v) such documents and other evidence as are required to satisfy all reasonable requirements for issuance of the Title Policy by the Title Company other than those imposed upon Buyer; (vi) a reaffirmation of Seller's Representations as of the Closing Date; and (vii) such other documents as may be reasonably necessary to consummate Closing. "Permitted Exceptions" shall mean and refer to all easements, covenants, conditions, restrictions and other title matters encumbering the Land as of the Effective Date hereof, or otherwise permitted under the terms of this Agreement, except for monetary encumbrances, all of which shall be paid by Seller at or before Closing, and except for any matters which Seller agrees in writing to cure.

(c) At Closing, Buyer shall deliver to the Title Company the following: (i) the balance of the Purchase Price; (ii) such other amounts as may be necessary to consummate Closing, as shown on the Settlement Statement; (iii) the Settlement Statement; and (iv) such documents and other evidence as are required to satisfy all requirements for issuance of the Title Policy by the Title Company and to consummate Closing, other than those imposed upon Seller.

(d) Upon the Title Company's: (i) receipt of all items to be delivered by Seller, above; (ii) receipt of all funds and items to be delivered Buyer above; and (iii) confirmation that title to the Property is in the condition required by this Agreement, Title Company shall (A) deliver the Deed to Buyer for immediate recordation, (B) deliver all other documents held in escrow to the intended recipients, and (C) make all disbursements required under the Settlement Statement.

3.2 Conditions Precedent to Closing. Buyer's obligation to consummate Closing under and in accordance with this Agreement shall be contingent upon the following: (i) Seller shall have made all Closing deliveries required of Seller under this Agreement; (ii) Seller's Representations shall continue to be true and correct as of the Closing Date, as though made and given on such date; (iii) Buyer shall have not earlier terminated this Agreement during the Inspection Period; and (iv) Seller delivering good and marketable fee simple title to the Property to Buyer in accordance with Section 3.1 of this Agreement.

If any of the conditions in this Section are not satisfied, deemed approved or waived by Buyer, other than due to the default of Seller or Buyer under this Agreement (in which event the provisions of Section 5.1 shall apply), then Buyer may terminate this Agreement by written notice to the Seller, in which event, except as otherwise specifically provided in this Agreement, the Deposit shall be immediately returned to Buyer by the Escrow Agent and this Agreement and the rights and obligations of the parties hereunder shall terminate.

3.3 Costs, Adjustments, and Indemnities. (a) Buyer shall be responsible for all costs and expenses of its due diligence, any investigation, consulting fees and attorneys' fees and expenses associated therewith, including the cost of title investigation and standard rates Title Policy premiums. Except as provided herein, Seller and Buyer shall each be responsible for their respective attorneys' fees and expenses incurred in the negotiation of this Agreement and the consummation of Closing. The costs of all documentary stamps, recordation taxes, and transfer taxes payable in connection with the conveyance of the Land shall be paid one-half by each of Seller and Buyer.

(b) All items of income and expense relating to the Property, including without

limitation real estate taxes and utilities, are to be adjusted between Buyer and Seller as of the Closing Date, provided that if Closing occurs before the applicable tax rate or assessed valuation are fixed for the period during which Closing occurs, the adjustment of real estate taxes shall be based upon the tax rate and assessed valuation for the most recent period for which both such items are known. Promptly after such items are fixed for period during which Closing occurs, the parties shall further adjust real estate taxes based upon the fixed values of such items. Any service contracts or maintenance agreements affecting the Property shall be terminated by Seller as of the Closing Date.

ARTICLE IV-CONDEMNATION

If, subsequent to the date of this Agreement and prior to the Closing, a material part of the Property is taken in the exercise of the power of eminent domain, which taking in Buyer's reasonable discretion has an adverse effect on the development of the Property for its intended use, Seller shall give prompt written notice of any such taking (or any taking) to Buyer, and Buyer may, by written notice to Seller, elect to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and, except as otherwise expressly set forth herein, Seller and Buyer shall have no further rights or obligations hereunder. If no election to terminate is made by Buyer, this Agreement will remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by eminent domain, will be effected with no further adjustment, and Seller will, at the Closing, assign, transfer, and set over to Buyer all Seller's rights, title, and interest in and to any awards that have been or that may thereafter be made for such taking. In such event, Seller will cooperate fully with Buyer (at no out-of-pocket expense to Seller) to maximize the award payable in respect of such taking, and in no event will Seller enter into any agreement with respect to any such award without Buyer's written consent.

ARTICLE V - RISK OF LOSS/ CASUALTY

Risk of loss with respect to the Property shall remain with Seller until Closing is completed. Seller shall maintain in full force and effect all of Seller's existing fire and extended coverage insurance on the Property until the Closing Date. Seller's existing insurance policy, if any, shall be canceled as of the Closing Date and Buyer shall obtain new insurance at such time. If, prior to the Closing Date, any building or other improvement on the Property is damaged or destroyed by any cause in any amount, Seller shall promptly notify Buyer and Buyer shall have the option to terminate this Agreement by notice to Seller (such notice to be given within five (5) days after Buyer is given notice of such damage or destruction) or to proceed with this transaction, in which latter event Buyer shall receive all proceeds of insurance payable by reason of such damage or destruction; provided, however, that if such damage or destruction is in an amount which is equal to or less than twenty-five percent (25%) of the replacement cost of the improvements and fixtures constituting a portion of the Property (as reasonably determined by the Seller's insurance underwriter from whom Seller shall promptly obtain such valuation in writing and provide a copy thereof to Buyer), Buyer shall not have the option to terminate this Agreement if Seller shall agree in writing to (a) promptly cause such damaged building or improvement to be replaced or restored to the condition it was in prior to such damage or destruction or (b) deliver to Buyer on the Closing Date (or subtract from the Purchase Price an amount equal to the sum of all proceeds of insurance payable by reason of such damage or destruction together with the additional amount, if any, which is required to replace or restore such damaged building or improvement to the condition it was in prior to such damage or destruction. If Buyer elects to cancel and terminate this Agreement pursuant to this Article V, Seller shall cause the Escrow Agent to refund the Deposit to Buyer, and neither party shall thereafter have any further rights, duties or liabilities under this Agreement.

ARTICLE VI - DEFAULT; REMEDIES

5.1 Default, Breach, Remedies. (a) If Buyer breaches its representations or warranties or otherwise defaults in any of its obligations under this Agreement, Seller, as its sole and exclusive remedy, may terminate this Agreement by written notice to Buyer and receive the Deposit as full and complete liquidated damages.

(b) If Seller breaches Seller's Representations or any other representation or warranty made hereunder or otherwise defaults in any of its obligations under this Agreement, the sole and exclusive remedies of Buyer with respect to such failure or default by Seller shall be the right to (i) terminate this Agreement by written notice to Seller, obtain the return of the Deposit, from the Escrow Agent and be reimbursed by Seller for all of Buyer's actual out of pocket costs and expenses (including reasonable attorneys' fees) paid to third parties (i.e. other than to employees of Buyer); or (ii) file an action for specific performance of this Agreement (and the award of reasonable attorney's fees and expert witness fees) in the Circuit Court for Frederick County, Maryland or other court with jurisdiction.

5.2 Cure of Default/Breach. Notwithstanding any provision of this Agreement to the contrary, no breach or failure by Seller or Buyer hereunder shall give rise to the exercise by the other of any remedies hereunder, including without limitation the termination of this Agreement, unless the (claimed) non-breaching party has notified the (claimed) breaching party of such breach in writing, and the (claimed) breaching party shall have failed to cure such breach or failure within TEN (10) business days after receipt of such written notice thereof, except that no such notice or right to cure shall be required by in relation to the failure of either Buyer or Seller to consummate Closing as and when required hereunder.

ARTICLE VII - GENERAL

6.1 Notices. Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service, or by electronic mail (with a hard copy sent within one (1) business day thereafter by overnight delivery), as follows: (i) if to Seller, to 1 Loudoun Street, Leesburg, Virginia 20175, and (ii) if to Buyer, to City of Brunswick, c/o City Administrator, David Dunn, 1 West Potomac Street, Brunswick, Maryland 21716. Any party may change the address to which such notices, requests, demands, and other communications are to be directed by giving written notice of such new address to all other parties in the manner provided above. Any notice, request, demand, or other communication shall be deemed received upon the earlier of (i) the date of the e-mail if received by 5 p.m. local time of a business day, (ii) actual delivery thereof, (iii) any refusal of such delivery, or (iv) if such delivery is impossible because of the intended recipient's failure to provide the other party with notice of an address change, upon any attempt of such delivery to the address(es) set forth above.

6.2 Broker. Each of Seller and Buyer represents and warrants to the other that it has not engaged or otherwise dealt with any brokers, finders or other intermediaries in connection with the transaction contemplated hereby other than Justin Ausherman of AushCo Realty, LLC ("Buyer's Broker"). Seller agrees to pay Buyer's Broker a three percent (3%) commission. Seller and Buyer agrees to indemnify, defend, and hold the other harmless from and against any and all claims arising out of the breach of the foregoing indemnifying party's representation and warranty. The obligations of the parties under this paragraph shall survive Closing and delivery of the Deed.

6.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall not have the right to assign Buyer's interest under this Agreement without Seller's consent, unless such assignment

by Buyer is to an entity of which Buyer or an affiliate of Buyer controls and owns a majority interest (and provided Buyer gives Seller prompt written notice of said assignment). Such permitted assignment shall not release Buyer from its obligations hereunder until the completion of Closing.

6.4 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

6.5 Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall not survive Closing and shall be merged into any deed, assignment or other instrument executed or delivered pursuant hereto.

6.6 Prevailing Party. In the event of any action to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to reasonable costs and attorneys' fees from the substantially non-prevailing party. For purposes of this Section 6.6, "substantially prevailing party" means the net winner in an action, taking into account the claims pursued, the claims on which the pursuing party was successful, the relief sought, the relief awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the substantially prevailing party from the date of the offer forward.


6.7 Miscellaneous. (a) No failure or delay by any party in exercising any right or discretion hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or discretion preclude any other exercise thereof or the exercise of any other right or discretion. (b) No waiver shall be effective unless in writing and executed on behalf of the party granting such waiver. (c) This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns. (d) This Agreement may be executed in two (2) or more counterparts which, when assembled, shall constitute a single original. (e) Delivery by e-mail of a PDF copy of this Agreement shall constitute good and valid delivery. This Agreement shall be governed by the laws of the State of Maryland, without regard to any conflict of laws principles, and any action for the breach or enforcement hereof shall be brought in a court of competent jurisdiction within the State of Maryland. (f) The "**Effective Date**" of this Agreement will be the date that the Agreement is fully executed and delivered by the parties. (g) TIME IS OF THE ESSENCE of this Agreement. (h) Seller shall maintain and deliver the Property to Buyer at Closing in substantially same condition as existed on the Effective Date and except as otherwise specifically provided herein, the Property is sold by Seller to Buyer in AS IS condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year


first written above.

SELLER:

WITNESS:

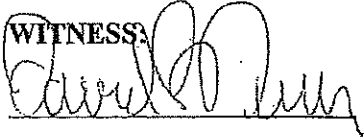


Brunswick Property Company, LLC, a Virginia limited liability company

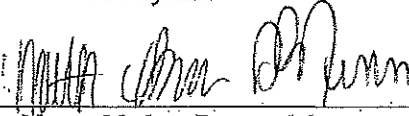
By:  (SEAL)
Donald W. Devine, Managing Member

Date: 9/6, 2020 ^{PM}

BUYER:

WITNESS:


Mayor and Council of Brunswick, a municipal corporation of the State of Maryland

By:  (SEAL)
Name: Nathan Brown, Mayor

Date: 8/30/2021 ^{NS} ~~2020~~



Brunswick Main Street Manager Report to City Council

October 26, 2021

- ❖ Grant Update
 - All awardee's applications have been sent to the State for the Façade and Interior Improvement Program. 4 properties have been approved by the State and the business/property owners notified.
 - All Quarterly reports have been completed for outstanding grants including: Main Street Improvement Grant FY21, Community Legacy (our façade and interior) FY'19, FY'20 & FY21. Total reports completed to State – 4.
 - Applied for CyberGrant Front Door grant (this is through State Farm) to continue Bicyclist Welcome Bags which has maps/bike bottle from 3 pts/3 pts sticker/welcome to Brunswick letter and \$10 downtown gift card. These bags distributed to Holiday Inn Express & 1 Main St Airbnb
- ❖ YIFTEE Gift Card Program
 - Tuesday, October 19th \$27,000.00 has been redeemed with participating merchants!
- ❖ Social Media Update
 - Facebook Page Summary over the last 28 Days Page Views down 2%, Post Reached down 14%, Post Engagements down 15%, Page Followers down 14%
 - Website added business members to website, updated BMS downtown events page to include City-sponsored events, added business member events to online calendar
- ❖ WDVM/TRIPP Grant
 - We reached over 44,000 people who watched Brunswick Main Street commercial in the month of September.
 - The top 5 cities who viewed the Brunswick Main Street commercial were from:
 - Pittsburgh, Pennsylvania 4,977
 - Hagerstown, Maryland 3,238
 - Silver Spring, Maryland 2,067
 - Owings Mills, Maryland 1,929
 - Frederick, Maryland 1,862
 - Columbia, Maryland 1,659
 - Germantown, Maryland 1,553
 - Arlington, Virginia 1,457
 - Randallstown, Maryland 1,256
 - Sykesville, Maryland 1,140
 - They viewed the commercial 100% through while they were watching The Weather Channel, Outside TV, PeopleTV, Newsy, AMC, NOW.
- ❖ Small Business Advisory Commission Frederick County
 - Due to high response to be a voting member, I was required to send in my resume' to be considered. Resume's sent Friday, October 15th. Waiting for decision

- ❖ Communication Specialist Collaboration
 - More Cyclists Bags Created and distributed
 - Graphic created for MML meeting in October
 - Trail Guide
- ❖ Promotions/Design Committee
 - RR Days work plan/coordination/organization/set-up – success!
 - Volunteer Appreciation budget & work plan created
 - Welcome Arch latest report from Louise Kennelly (Frederick Arts Council) hope to have arch installed sometime this Fall
 - White picket fence beside Kaplon building has been painted
- ❖ Community/Business Connections
 - Personal visits with downtown businesses weekly
 - SBDC meetings scheduled for Wednesday October 20th and Thursday, October 21st with most downtown merchants to establish next steps for their businesses. Meetings will also include Economic Dev Coordinator and BMS Communications Specialist
- ❖ Collaboration with Economic Development Coordinator
 - MML table staffed and designed/Brunswick information given to other municipalities
 - Celebrate Brunswick Business week of October 25th with “Be Kind” initiative – Gift Boxes from “Cheers” given to merchants with the most “selfies” taken in their business. \$10 gift card drawing for customers who enter
- ❖ Meetings/Conferences
 - MEDA Fall Conference
 - BMS Financial Matters
 - BMS Grants
 - BMS Operations
 - BMS Marketing/Initiatives
 - Parks Meeting w/City
 - Roundtable Meeting with Downtown Merchants

Mayor and Council Report

Economic Development and Grants: Julie Martorana

Reporting Period: September/October, 2021

Work in Brunswick Program	Assisting businesses with current labor shortage <ul style="list-style-type: none">• Webpage to list all job openings in Brunswick – helps community and businesses• Pop-Up Job Fairs held throughout community• Outreach at City-sponsored events
Celebrating Business in Brunswick Week – Oct. 25-29	Brunswick's event in recognition of MD Economic Development Week and Frederick County's Business Appreciation Week, hosted by City of Brunswick, Brunswick Main Street and GBACC <u>Business Appreciation</u> <ul style="list-style-type: none">• Free advertising• Spotlight product/advertising in GBACC newsletter• My Small Business Why Feature on social media• Drawing for prizes <u>Customer Appreciation</u> <ul style="list-style-type: none">• Selfie contest via Facebook with prize drawing• Business with the most posts wins "Best of Brunswick" <u>Launch BE KIND Campaign</u> <p>In response to increase in irate customers due to staffing shortages</p> <ul style="list-style-type: none">• Each business gets sign for window• Employees receive BE KIND buttons• Press Release about BE KIND program
MML Fall Conference	Designed Brunswick display table for Welcome Reception Greeted conference attendees and promoted Brunswick
Grants	Land and Water Conservation Fund grant - preliminary grant application submitted for \$800K for Sports Complex expansion.
Outreach	Meeting with the following: <ul style="list-style-type: none">• State and County Economic Development Offices

	<ul style="list-style-type: none"> • City of Brunswick Department Heads • Local Developers • Business Owners
Research and Training	<p>Training:</p> <ul style="list-style-type: none"> • State Bond Initiatives • Website Maintenance • ARPA <p>Research:</p> <ul style="list-style-type: none"> • ARPA Fund Plans • Brunswick Demographic Information • Available Grants

Purchase Orders

PO Proof List



User: ccrummitt
Printed: 10/13/2021 - 7:56AM
Batch: 00012.10.2021 - 10132021-CJ

Ship Location

Line Item Description

PO No.	Vendor No.	Vendor Name	PO Date	Acct No.	Account Description	Amount	Qty	
replace the roof on the PW garage, see attached quote.								
0000220059	11626	PJs Roofing Inc	10/13/2021	30-530-12-8008	Capital-Building Improvements	\$11,123.00	0.00	
						\$11,123.00	0.00	
					Grand Total:	\$11,123.00	0.00	



THE CITY OF BRUNSWICK MARYLAND

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

October 26, 2021

CSX Corporate Headquarters
James M. Foote, President and CEO
500 Water Street, 15th Floor
Jacksonville, FL 32202

Re: CSX Train Track Blocking – Crossing ID 937169R - Brunswick, Maryland

Mr. Foote,

As you may be aware, CSX has significant rail yard operations located in downtown Brunswick. Rail operations in this area have been celebrated for generations for their significance to Brunswick's heritage and history. The rail yard cuts directly through the City's downtown corridor and is a gateway to the C&O Canal Towpath and Potomac River. This gateway is also vital to the success of Brunswick's tourism and economic development.

On the opposite side of the tracks from the City of Brunswick, the Brunswick Family Campground is located along the banks of the Potomac River and attracts over 20,000 visitors yearly. The C&O Canal National Historical Park is also located here and attracts an estimated 200,000 visitor per year through this area. Visitors and residents enjoy hiking, biking, tubing, and other river sports. The city also has significant utility operations here with its Wastewater Treatment Facility located near the campground. It is staffed seven days per week to allow continual operation of this critical utility function.

For many years, City officials have had growing safety concerns regarding the rail crossing at South Maple Avenue. In recent years, that concern has increased with seemingly modified operations that include more frequent prolonged blocking of the tracks with stopped trains. In our most recent communication with CSX in April of 2021, City officials were told "whenever CSX moves trains west out of the yard or doubles a train together, the road through the yard is not available for access. This is not new and has been the process." However, City officials have observed the blocking of train tracks for an extended period of time as a growing issue and not consistent with previous CSX operations in the area.

The City has a multitude of concerns on this issue. Not only does delayed access cause problems with operations at the wastewater plant and campground, but safety is compromised in this situation as well. Wastewater operators routinely deal with dangerous chemicals and complex equipment. Additionally, hikers, bikers, boaters, campers, etc. frequently need access to emergency services. In many cases, time is of the essence for these emergency services to reach individuals. Currently, all emergency services are located on the opposite side of the tracks being blocked. It is important to note that this access remains

the only point of access for river rescues within the City of Brunswick; an issue that arises quite frequently in summer months.

Beginning in May 2021, the City began tracking complaints of excessive roadway blockage. Attached you will find the results of this action. City officials are most concerned when they hear of situations where people navigate through the stopped train cars themselves, or with small children. As you can see, extended blockages occur frequently and sometimes last for over an hour.

The City has cohesively existed with rail operations for well over a hundred years, and believe ourselves to not only be good neighbors to the rail yard, but celebrate our rail heritage and promote current rail activity. However, we believe this track blocking goes well beyond normal rail operations, and places undue stress on City residents and visitors alike. We believe this situation has grown beyond the occasional mechanical issue, normal train activity passing through the area, or the occasional need to build extended trains. We are hopeful that CSX will engage with the city to find a solution and help find a way to conduct the necessary activity outside of this vital crossing area.

On behalf of the Council, residents, and visitors of the City of Brunswick, thank you for your assistance in this matter. Please don't hesitate to reach out to me at nbrown@brunswickmd.gov or 301-834-7500.

Sincerely,

Nathan Brown, Mayor

cc: Honorable Senator Van Hollen
Honorable Congressman Trone
Honorable Senator Michael Hough
Honorable Delegate Jesse Pippy
Honorable Frederick County Executive Jan Gardner
Frederick County Director of Emergency Management Jack Markey
Superintendent C&O Canal National Historic Park Tina Cappetta

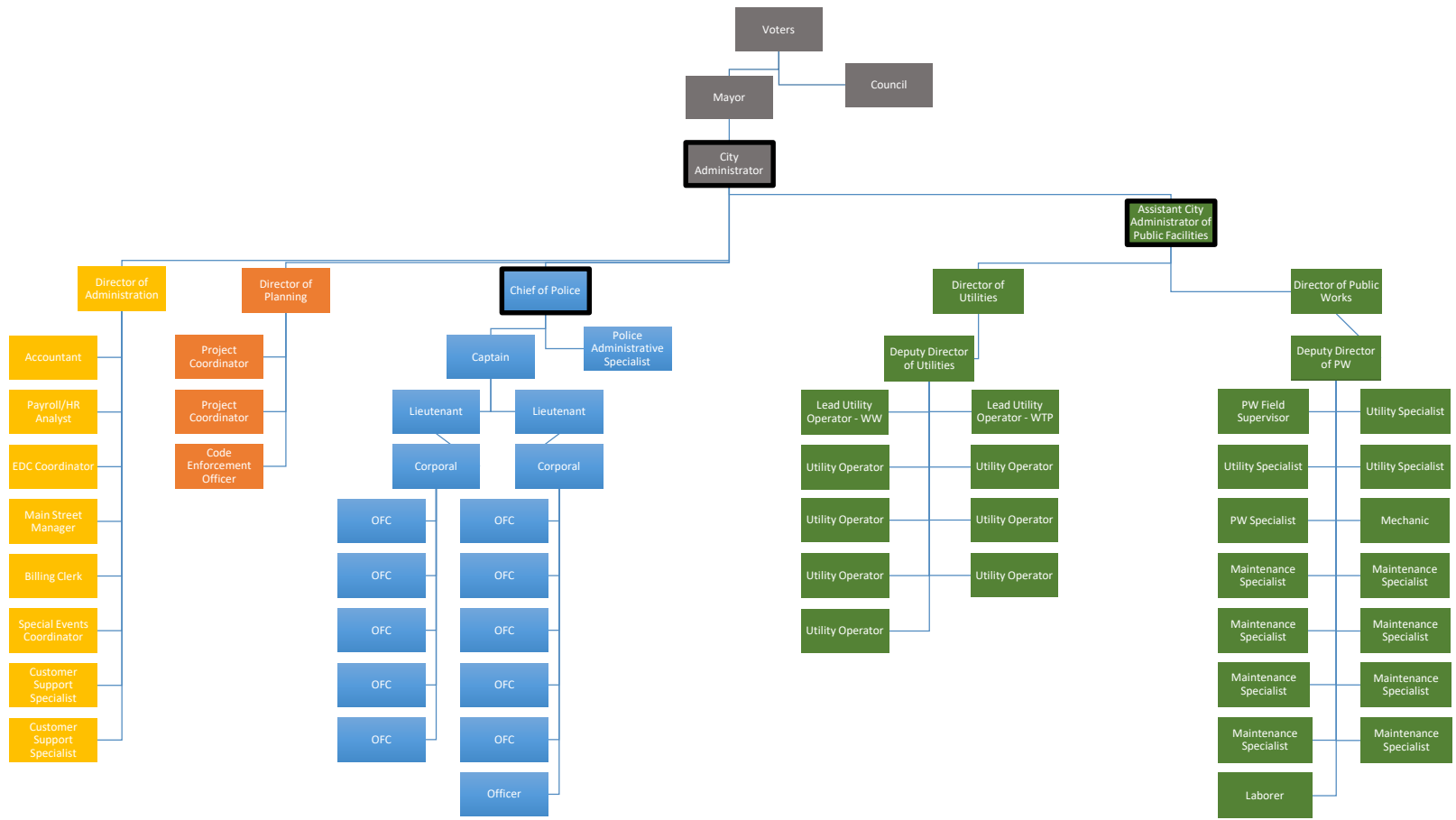
Train Blocking

Date	Time	Duration	Notes
5/27/2021	7:03-7:46pm	43 minutes	
6/11/2021	Morning	2 hours	
7/17/2021	5pm	40 minutes+	We came from the campground by car after a walk- got to the already blocked tracks at 5 pm. There were others already waiting- I don't know for how long. Some bicyclists came and waited with us too. They were concerned because they needed to get to the bike shop in town before it closed at 6 pm. My husband & I told them to call the shop & explain what was happening with the train. They were through-cycling and had no idea this could happen in Brunswick, and significantly delay their plans. My husband & I were on the last fumes of gas in the car, we couldn't turn it off because it was over 90 degrees- and
7/18/2021	9am	90 minutes	In addition to being an inconvenience, multiple people were seen jumping over and even climbing under the stopped train. Some barely being missed being run over. It was stressful to watch. Maybe have someone patrol during prolonged stops as there were multiple near misses just this one instance. People were even throwing their bicycles under. Very dangerous
7/27/2021	Morning	45 minutes +	
7/29/2021	Morning	?	
7/30/2021	11:45am	30 minutes+	It was blocked as I pulled up so not really certain how long it was blocked before I pulled up
7/31/2021	8:30am	45 minutes+	
8/2/2021	4:05am	30 minutes	
8/2/2021	5:10am	35 minutes	
8/3/2021	11:45am	30 minutes+	I was in town to ride the C & O canal towpath. After my bike ride I proceeded back to my car which was parked in the park and ride lot and was shocked by how long I had to wait to cross the railroad tracks. The train sat idle for long periods of time, backed up, and then sat idle again. A man who became tired of waiting jumped across the train when it was stopped. Because I was waiting so long I became engaged in conversation with a man sitting in his car who told me that this happens quite frequently. This is a definite safety issue. I feel sorry for locals who have to deal with this issue daily. It makes me want to
8/3/2021	12:53pm	40 minutes	Train had just stopped when I got to the crossing. Train would pull forward some and then back up some like they were detaching cars in the yard.
8/3/2021	1:00pm	50 minutes+	
8/3/2021	1:05pm	35 minutes+	It was stopped before I got there.
8/3/2021	1:07pm	60 minutes	Holding up my people who had trips booked and people who are coming back from trips as well as my replacement for my job.
8/4/2021	5:13am	19 minutes	
8/4/2021	6:15am	30 minutes+	I was on my way to work at the wastewater plant. the train was already there stopped and had several other cars inline waiting. The train would move up and back a little at a time like they were unhooking cars in the yard.
8/6/2021	8:30am	60 minutes	
8/6/2021	9:00am	40 minutes	Train stopped and would move forward and backwards while blocking
8/6/2021	9:25am	?	

8/7/2021	7:00am	30 minutes	
8/7/2021	8:20am	20 minutes	
8/7/2021	2:45pm	15 minutes+	
8/7/2021	3:20pm	15 minutes+	
8/8/2021	4:10pm	10 minutes+	
8/9/2021	5:10am	20 minutes+	Train was blocking tracks when I arrived.
8/12/2021	12:00pm	60 minutes+	
8/12/2021	12:30pm	60 minutes+	
8/12/2021	12:30pm	50 minutes	
8/12/2021	12:45pm	15 minutes	
8/13/2021	9:20am	50 minutes+	Witnessed multiple people climbing over train to cross.
8/13/2021	9:30am	40 minutes+	Came off the tow path at 9:30 and it was already stopped. Currently 10:10 and still blocking exit.
8/15/2021	4:50am	50 minutes	
8/15/2021	11:45am	40 minutes	
8/16/2021	4:55am	40 minutes	Train was already there when I arrived.
8/20/2021	9:08am	80 minutes	Stuck at Brunswick crossing for over an hour. Campground side. People were climbing over the train with bikes to get across. Extremely dangerous if the train jolted or suddenly moved. That is an unacceptable time to be stuck at railroad tracks. Also if an emergency occurred at the campground no emergency vehicles would have access while train was stopped.
8/21/2021	3:29pm	15+ minutes	
8/21/2021	4:39pm	30 minutes	
8/21/2021	5:45pm	45 minutes	
8/21/2021	5:45pm	2 hours	
8/21/2021	6:00pm	15 minutes	
8/21/2021	6:00pm	2 hours	
8/21/2021	6:00pm	40+ minutes	If there were an emergency at the boat ramp while this is happening, somebody would die. This happens all the time.
8/21/2021	6:03pm	90 minutes	
8/21/2021	6:45pm	35+ minutes	We arrived at 6:45, the train had already been here prior to that. we left after waiting 35 minutes. A very dangerous situation with trains on both tracks. People crossing one train that was sitting still. Cars blocked on both sides.
8/21/2021	7:00pm	60+ minutes	This train has been blocking the crossing for well over an hour. Who knows how long it was there before we noticed
8/21/2021	7:42pm	60 minutes	
8/22/2021	6:00am	3+ hours	I went at 6AM. The train was blocking for over 2 hours. We rode back and waited over an hour. A lady had been there with a screaming baby for iver 2 hours with no formula. They were about to pass the baby through the trains to the dad so it could eat. We left and ride out bike to Knoxville and back to brunswick. Tue train was still blocking the tracks with traffic through the city.

8/23/2021	6:15pm	90+ minutes	The track nearest the river was blocked when I got back from a bike ride on the Towpath. I don't know how long it had already been blocked, but there was a line of cars by that time. It was an hour and a half after that before the rr cars were moved and I could get out. I left home at 4:30 PM and needed my
8/24/2021	8:20am	30+ minutes	I arrived at the tracks around 8:40 waited for 10+ minutes before giving up. A woman in her vehicle had been waiting since 8:20 to get back across to her family. While I waited the train moved slowly east then stopped for a few minutes then moved slowly west then stopped a few minutes then moved slowly east again and stopped. That's when I turned around and went home.
8/29/2021	6:00am	90 minutes	Was an hour late to work because of this. Has happened multiple times since moving to the campground. Had to find additional living accommodations due to no scheduled times for this
8/31/2021	6:55am	20+ minutes	The train was already blocking the tracks when Patrick H arrived.
9/2/2021	3:00pm	30 minutes	
9/3/2021	6:55am	25+ minutes	Train was already blocking the tracks when Patrick H arrived.
9/4/2021	6:10am	30 minutes	
9/4/2021	6:55am	20 minutes	
9/4/2021	3:59pm	20 minutes	
9/4/2021	4:00pm	45+ minutes	Blocked entrance in front of campground/water access . It just moved long enough for a few cars to get out, which we were part of, and then blocked off again. This is the second time this month we have been stuck like that. Last time it was the track closer to Boxcar.
9/5/2021	8:40am	30 minutes	
9/5/2021	8:45am	20+ minutes	
9/5/2021	9:45am	55 minutes	
9/5/2021	9:57am	37+ minutes	
9/5/2021	10:00am	50+ minutes	When we pulled up to the crossing at 9:54am, there were already 5+ cars waiting from the campground side, so I am not sure when the blockage began but clearly it had been ongoing for a bit.
9/6/2021	9:30am	40+ minutes	
9/6/2021	9:40am	30 minutes	
9/8/2021	5:10am	45 minutes	Train was already blocking the tracks when I arrived.
9/11/2021	5:45am	40 minutes	Contractor working at the WWTP reported the train blockage. The train was already blocking the tracks when they arrived.
9/12/2021	5:00am	55 minutes	
9/18/2021	5:20am	15 minutes	
9/19/2021	5pm	30 minutes	
9/20/2021	4:20pm	On going	
9/20/2021	4:45pm	60 minutes	
9/22/2021	9:15am	35+ minutes	
9/22/2021	11:55am	45+ minutes	
9/23/2021	6:25am	40 minutes	
9/24/2021	6:40am	75+ minutes	I use the towpath to commute by bicycle and was significantly delayed to work.
9/24/2021	7:00am	40+ minutes	Contractor working at the WWTP reported the train blockage. The train was already blocking the tracks when they arrived.

9/25/2021	5:45am	20 minutes	
9/26/2021	5:40pm	30 minutes	many cars and several bicyclists waiting
9/26/2021	5:45pm	1 hr 35 minutes	
9/26/2021	5:45pm	1 hour 15 minutes	Help us! We are stuck in Brunswick.
9/26/2021	6:00pm	1 hour 15 minutes	
9/26/2021	6:15pm	60 minutes	BPD contacted yardmaster. He advised they were building train and road would be blocked for probably another half an hour.
9/28/2021	6:20am	30 minutes	
10/1/2021	9:30am	75 minutes	This happens often, my husband leaves midmorning/ early afternoon to do a run or a bike ride on the towpath and then gets trapped by a train for excessive periods of time. Generally he has about an hour of time to work with before he has to return home and get back to work. This is very frustrating for him as he really enjoys using the towpath for his workouts. Its cooler and very convenient to us and our family as a whole should be able to take advantage of wandering over there without having to qorry about being trapped for 60 or more minutes at a time.
10/1/2021	10:10am	25 minutes	
10/2/2021	8:25am	35 minutes	
10/2/2021	8:30am	30+ minutes	Train has been going back and forth for 30-45 minutes as of 8:34 am.
10/4/2021	5:58pm	21 minutes	Westbound train stopped at signal just west of station to repair issue with brakes on second car. Fifth car of train was blocking Maple Ave.
10/12/2021	6:35am	25 minutes	Was unable to access the C&O towpath for my commute to work. Had to return home and scramble for a car ride causing delays
10/13/2021	6:20am	40 minutes	Train was stopped with 4 cars in front of me when I got there.
10/13/2021	6:25am	40 minutes	Commuter traffic backed up through the traffic circle.
10/13/2021	6:45am	30 minutes	Traffic backed up through intersection. After regular train went thorough hit another Marc train before getting through.



BOLD OUTLINE indicates appointed positions

	Grade			Min	Hourly	Max	Hourly	
	20		City Administrator	112,195.50	53.94	170,450.85	81.95	51.92%
17%	19		Assistant City Administrator of Public Facilities	95,893.59	46.10	145,684.49	70.04	51.92%
17%	18		Director of Administration, Director of Planning, Director of Public Works, Director of Utilities,	81,960.33	39.40	124,516.65	59.86	51.92%
8%	17		Deputy Director of Public Works, Deputy Director of Utilities	70,051.56	33.68	106,424.49	51.17	51.92%
5%	16	230	Accountant II, Payroll/HR Analyst II, Project Coordinator II	64,862.56	31.18	98,541.20	47.38	51.92%
	15	220	Utility Lead Operator, PW Field Supervisor	61,773.87	29.70	93,848.76	45.12	51.92%
	14	210	Utility Operator II, Utility Specialist II, Main Street Manager, Economic Development Coordinator	58,832.25	28.28	89,379.77	42.97	51.92%
	13	200		56,030.72	26.94	85,123.59	40.92	51.92%
	12	190	Accountant I, Payroll/HR Analyst I	53,362.59	25.66	81,070.09	38.98	51.92%
	11	180	Utility Operator I	50,821.51	24.43	77,209.61	37.12	51.92%
	10	170	Utility Specialist I	48,401.44	23.27	73,532.96	35.35	51.92%
	9	160	Maintenance Specialist II, Mechanic, Project Coordinator I, Billing Clerk II, Accounting Clerk II	46,096.61	22.16	70,031.39	33.67	51.92%
	8	150	Code Enforcement Officer II, Special Events Coordinator	43,901.53	21.11	66,696.56	32.07	51.92%
	7	140		41,810.98	20.10	63,520.53	30.54	51.92%
	6	130	Maintenance Specialist I, PW Specialist, Code Enforcement Officer I, Billing Clerk I, Accounting Clerk I, Police Administrative Specialist, Customer Support Specialist II	39,819.98	19.14	60,495.75	29.08	51.92%
	5	120	Utility Operator Trainee	37,923.80	18.23	57,615.00	27.70	51.92%
	4	110		36,117.90	17.36	54,871.43	26.38	51.92%
	3	100		34,398.00	16.54	52,258.50	25.12	51.92%
2	90	Customer Support Specialist I	32,760.00	15.75	49,770.00	23.93	51.92%	
1	80	Public Works Laborer, Temporary Part-Time Seasonal	31,200.00	15.00	47,400.00	22.79	51.92%	