

**MAYOR AND COUNCIL PUBLIC HEARING
TUESDAY, APRIL 1, 2025, 6:00PM**

1. FY2026 Property Tax Rate
2. FY2026 System Improvement Fee

**MAYOR AND COUNCIL MEETING
TUESDAY, APRIL 1, 2025, IMMEDIATELY FOLLOWING**

1. **CALL TO ORDER, PLEDGE, AND ROLL CALL**
2. **MAYOR'S REMARKS**
 - a. Potomac Edison Updates
 - b. Brunswick Annexation Summary & Timeline
3. **APPROVAL OF MINUTES**
 - a. Mayor & Council – March 11 & 25, 2025
4. **CITIZENS' FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
5. **INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
 - a. Ordinance 610 – Inclement Weather Event – 2nd reading & vote anticipated
 - b. Special Ordinance 611 – Sale of East A Street – vote anticipated
 - c. Special Ordinance 613 – FY26 Property Tax Rate – second reading & vote anticipated
 - d. Special Ordinance 614 – FY26 System Improvement Fee – second reading & vote anticipated
 - e. Special Ordinance 617 – Bond Modification – 1st reading
 - f. Resolution 2025-07 – FY26 System Improvement Fee – second reading & vote anticipated
6. **STAFF REPORTS**
7. **CONSENT AGENDA**
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
 - a. Trash & Waste Collection Services Bid Opening
 - b. City Flag Contest – vote anticipated
10. **ADJOURN**

Annexation Timeline and Next Steps

Initial Annexations

Vista Pointe: The original annexation of the Daugherty Property (113.504 acres) was approved on March 22, 1994.

Cooper Farm: The original annexation of 126.21549 acres was approved on May 27, 2008.

New Annexations

Vista Pointe: On December 23, 2024, the Planning Commission recommended approving the new annexation of the Ferris Property (57 acres) and Brylawski Property (15 acres).

The new annexation was discussed at a public hearing on February 11, 2025, and approved by Mayor & Council on February 25, 2025.

Cooper farm: On September 23, 2024, the Planning Commission recommended approving the new annexation of 23.98 acres (Parcels 121 & 315).

The new annexation was discussed at a public hearing on February 11, 2025, and approved by Mayor & Council on February 25, 2025.

Next Steps

Spring 2025

45-Day Annexation Referendum Deadline: Ensure all necessary steps are taken to meet the deadline for the annexation referendum.

County Water/Sewer Reclassification: Work with the county to reclassify the water and sewer services for the annexed areas.

Formal Submission of Phase II/III Preliminary Plan: Submit the preliminary plan for Phase II/III, including the Adequate Public Facilities Ordinance (APFO) review.

Mayor and Council Phase I Approval: Obtain formal approval from the Mayor and Council for Phase I of the project.

Summer 2025

Preliminary Plan Approval: Secure approval from the City Planning Commission for the Phase II/III preliminary plan and APFO compliance.

Prepare for W3/S3 County Water and Sewer Summer Cycle: Submitting reclassification applications, attending public hearings, and planning necessary infrastructure improvements.

Cooper Farm Annexation Summary

Initial Annexations, Timing, & Rights of the Developer

Before the new annexation of 23.98 acres (Parcels 121 & 315) of the Cooper Farm, an original 126.22-acre parcel from the Cooper Farm had already been incorporated into Brunswick's boundaries on approved on May 27, 2008, based on an annexation agreement with the Cooper family. The new annexation was initially discussed at a public hearing on February 11, 2025, and approved on February 25, 2025. The parcels are now combined into a single project for a more cohesive development.

Previously, the 126.22 acres of Cooper Farm was already within city limits, allowing development without the new annexation. However, this would have prevented the city from negotiating additional proffers. With the new annexation, the city has the ability to request proffers that benefit the community, and the developer can proceed with a Planned Unit Development (PUD) overlay, allowing up to 550 dwelling units exclusively for residents aged 55 and older.

Negotiated Proffers from Annexation to Benefit the City

- The city will receive \$7,478,350 in Water & Sewer capacity fees, with \$1,019,775 received up front.
- The multi-year tap agreement limits building permits to 100 per year, with unused permits rolling over to future years.
- The development will meet all APFO Traffic and Water & Sewer requirements for connections to existing infrastructure.
- The development will incorporate various types of age-restricted housing, aimed at increasing density, preserving green space, and enhancing walkability and connectivity.
- The developer will make improvements to the roads along Souder Road and MD 464.
- The developer will work with the City and State Highway Administration to improve the Souder Road / 2nd Avenue intersection and either construct the improvements or contribute up to \$150,000 for future construction.
- The developer will build a sidewalk along the north side of Souder Road with an SHA-approved crossing at 2nd Ave.
- Transfer at least 10 acres of land to the City for a public neighborhood park, design and develop it with community amenities.
- The Developer will work with Frederick County Public Schools to transfer a 7.52-acre property to the City.
- Transfer approximately 4 acres of land to the City for a senior/community center and recreation area.
- The developer will contribute \$35,000 to assist the City in creating a small area eastern gateway plan, which will examine infrastructure, road improvements and a welcome sign.

Cooper Farm Annexation Summary

- Explore trail connections into and through Galyn Manor to points east.
- Investigate the feasibility of expanding the existing pump station at Galyn Manor to manage the increased sewer flow and construct a new water storage tank.
- All decorative streetlights must be Potomac Edison-approved acorn-style LEDs.
- Developer will evaluate the potential for indoor or covered pickleball courts.

Vista Pointe Annexation Summary

Initial Annexations, Timing, & Rights of the Developer

Before the Ferris Property (57 acres) and Brylawski Property (15 acres) were annexed, the Daugherty Property (113.504 acres) had already been incorporated into Brunswick's boundaries on March 22, 1994, based on an annexation agreement from April 28, 1992. The Ferris / Brylawski annexation was initially discussed at a public hearing on February 11, 2025, and approved on February 25, 2025. These three properties are now combined into a single unified project, streamlining the development process.

Previously, the Daugherty Property was already within city limits, which meant the developer could proceed with the Vista Pointe development without needing the Ferris/Brylawski annexation. However, this would have prevented the city from negotiating additional proffers. With the new annexation, the city can now request proffers that benefit the community, while the developer can implement a Planned Unit Development (PUD) overlay across all three properties, allowing for up to 660 dwelling units exclusively for residents aged 55 and older.

Negotiated Proffers from Annexation to Benefit the City

- The city will receive \$8,974,020 in Water & Sewer capacity fees, with \$2,039,550 received up front.
- The multi-year tap agreement limits building permits to 100 per year, with unused permits rolling over to future years.
- The development will meet all APFO Traffic and Water & Sewer requirements for connections to existing infrastructure.
- The development will include different types of age-restricted housing to increase density, preserve green space, improve walkability and connectivity, and include a minimum of 10% affordable senior housing.
- Dedicate a 21.14-acre property in Rosemont for community uses, such as a community center, senior center, or athletic fields.
- Connect Vista Pointe to Knoxville Road with a closed section street, create a 4-way stop at Brunswick Street, extend sidewalks on both sides, and reconfigure the Dollar General parking lot to improve traffic flow and prevent cut-throughs.
- Connect West End Park and the south end of the Brunswick Crossing trail from the west along Brunswick Street to accommodate pedestrian and bicycle traffic.
- Ensure that drainage pipes in the New Addition to West End Park are properly sized to handle flash flooding and effectively manage ground and storm water.
- The developer will contribute \$45,000 to assist the City in creating a small area western gateway plan, which will examine infrastructure, road improvements and a welcome sign.
- All decorative streetlights must be Potomac Edison-approved acorn-style LEDs.

City of Brunswick
Mayor and Council Workshop Minutes
March 11, 2025, 6:00PM

- Mayor and Council Rules Document Discussion

Mayor Brown and Council Members discussed the proposed Rules document and requested changes, which Ms. Myers captured. An updated version would be brought before the Council for approval at a future meeting.

Mr. St. John made a motion to close the workshop at 7:03pm. Mr. Yochelson seconded the motion, which passed 6-0.

City of Brunswick
Mayor and Council Meeting Minutes
March 11, 2025, 7:03PM

The March 11, 2025 City of Brunswick Mayor and Council Meeting was convened 7:03 P.M. by Mayor Nathan Brown. The following members and staff were present: Nathan Brown, Mayor; John Caves, Brian Sandusky, Daniel Yochelson, Angel White, Andy St. John, and Eric Smothers, Council Members; Jeremy Mose, Assistant City Administrator; Carrie Myers, Director of Administration; Matt Campbell, Director of Utilities; Bruce Dell, Director of Planning; Kevin Grunwell, Chief; and Eric Carter Martin, Deputy Director of Planning.

Mayor's Remarks

- Mayor Brown stated the first April meeting was moved to April 1, 2025.
- Mayor Brown stated the BHS design funding would be included in the FY2026 Frederick County CIP budget.
- Mayor Brown introduced Crissy Barry, new Program Manager in the Community Development Department.

Approval of Minutes

- Mayor & Council – February 11 & 25, 2025
- Mayor & Council Workshop – February 18, 2025

Mr. Sandusky made a motion to approve the minutes. Mr. Smothers seconded the motion, which passed 6-0.

Citizens' Forum

- Ariel Gonzalez, Center Street – offered comments about infrastructure and utility bill
- Karlen Keto, Yarrowsburg Road – offered comments about parking program
- Wayne Allgaier, West C Street – offered comments about discussion procedures among Council Members

Introduction and Adoption of Resolutions and Ordinances

- Resolution 2025-06 – Personnel Manual Updates

Ms. Myers discussed proposed changes to the manual. All were accepted except Appendix A – Substance Abuse Policy. Council Members requested noted changes and more time to consider the direction they'd like to go on this policy. Ms. Myers would amend the policy and bring it back to a future meeting.

Mr. Caves made a motion to approve Resolution 2025-06, with the exception of Appendix A. Mr. Yochelson seconded the motion, which passed 6-0.

Staff Reports

Staff members presented their monthly reports.

Consent Agenda

- PO# 250141 – Duke’s Root Control - \$26,757.50

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

New Business

- Donation Request – BHS Baseball Team

Mr. Smothers made a motion to donate \$200 if other funding wasn’t first located by the BHS team. Mr. St. John seconded the motion, which passed 6-0.

- Donation Request – Flip Flop Challenge

Mr. Sandusky made a motion to donate up to \$500. Mr. Yochelson seconded the motion, which passed 6-0. Council Members requested this be budgeted in the City’s event budget in future years.

- Brunswick Main Street Farmers Market Event Application

Mr. Yochelson made a motion to approve the event application. Mr. St. John seconded the motion, which passed 6-0.

- Letter of Support – Cultura Plenera

Mr. Sandusky made a motion to issue a letter of support. Mr. Yochelson seconded the motion, which passed 6-0.

The meeting adjourned to closed session at 8:45pm.

Submitted by: Carrie Myers

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

City of Brunswick
Mayor and Council Meeting Minutes
March 25, 2025, 6:00PM

The March 25, 2025 City of Brunswick Mayor and Council Meeting was convened 6:00 P.M. by Mayor Nathan Brown. The following members and staff were present: Nathan Brown, Mayor; John Caves, Brian Sandusky, Daniel Yochelson, Angel White, Andy St. John, and Eric Smothers, Council Members; Julie Martorana, City Administrator; Jeremy Mose, Assistant City Administrator; Carrie Myers, Director of Administration; Bruce Dell, Director of Planning; John Gerstner, Director of Public Works; Eric Carter Martin, Deputy Director of Planning; and Caption Andy Crone.

Mayor's Remarks

- Economic Development Commission Appointment – Mr. Sandusky made a motion to appoint Andrew Costello to the EDC. Mr. St. John seconded the motion, which passed 6-0. Mayor Brown swore Mr. Costello in.

Citizens' Forum - No comments.

Introduction and Adoption of Resolutions and Ordinances

- Ordinance 610 – Inclement Weather Event

Mayor Brown explained this would be treated similar to the current snow emergency route but would be more centered around dead-end streets and alleys. This item would be brought back for a vote at the next meeting.

- Special Ordinance 613 – FY26 Property Tax Rate

Mayor Brown explained the property tax rate would remain the same at \$0.41/\$100 of assessed value. This item would be brought back for a vote at the next meeting.

- Special Ordinance 614 – FY26 System Improvement Fee
- Resolution 2025-07 – FY26 System Improvement Fee

Mayor Brown explained the system improvement fee would be set at \$50 annually for in-town properties with \$25 dedicated to sidewalks, \$15 to water projects, and \$10 to sewer projects. Additionally, the fee for out-of-town properties would be \$15 annually, with all going to water projects. This item would be brought back for a vote at the next meeting.

- Resolution 2025-08 – Mayor & Council Rules Document

Mayor Brown stated staff had made requested edits to the document since the last meeting. Mr. Yochelson made a motion to approve Resolution 2025-08. Ms. White seconded the motion, which passed 6-0.

- Resolution 2025-09 – Personnel Manual Amendment

Mayor Brown stated staff had made requested edits to the document since the last meeting. After much discussion, Mr. Yochelson made a motion to approve Resolution 2025-09. Mr. Sandusky seconded the motion. The vote was 3-3, with Council Members Smothers, White, and Caves opposed. Mayor Brown voted to break the tie and voted in favor of passage of Resolution 2025-09.

Council Liaison Reports

Council Members presented their monthly reports.

Consent Agenda

- PO#250143 – Atlantic Maintenance - \$42,867
- Water & Sewer Tap Request – 28 East C Street
- Brunswick Crossing Section 2B SEC Final Release Letter of Credit Reduction
- Brunswick Crossing Section 3B SEC Final Release Letter of Credit Reduction
- Brunswick Crossing Section 2B SEC SWM Pond 17 Final Release Letter of Credit Reduction

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

New Business

- South Mountain Village - Federal Low Income Tax Credit Program Comments

Mayor Brown stated the City had received a request for comments on this project, which would allow for the acquisition and renovation of the subject property. The Council expressed a desire to include language in support of the project while maintaining rent control and reasonable increases over time, as well as not displacing tenants as the project proceeded.

Mr. Yochelson made a motion to issue a letter of support with the above-mentioned caveats. Ms. White seconded the motion, which passed 6-0.

- FY2026 Pool Rates/Park Building Rental Rates

Ms. Martorana explained there would be no increase in rates in FY26, given that rates were increased in FY25.

Ms. White made a motion to keep the rates consistent with the FY25 rates. Mr. Yochelson seconded the motion, which passed 6-0.

- 2025 Pool Contract Bid Award

Ms. Martorana stated staff received four responses to a Request for Proposal. Staff recommended selecting the YMCA proposal because of reasons noted in attached staff report.

Mr. Sandusky made a motion to award the contract to the YMCA. Mr. Yochelson seconded the motion, which passed 6-0.

- City Park Building Usage Fee Waiver – Learning Tree

Ms. Sandusky made a motion to approve the fee waiver for the summer usage. Mr. Yochelson seconded the motion, which passed 6-0.

- Donation Request – Brunswick Cricket Spring Tournament

Mr. Yochelson made a motion to donate \$200. Ms. White seconded the motion, which passed 6-0.

The meeting adjourned at 7:40pm.

Submitted by: Carrie Myers

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

**MAYOR AND COUNCIL OF BRUNSWICK
ORDINANCE NUMBER 610**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF BRUNSWICK TO ADD LANGUAGE TO THE BRUNSWICK CITY CODE TO REFLECT CHANGES TO CHAPTER 6, ARTICLE 1, TITLE 2 – PARKING.

WHEREAS, changes to Chapter 6, Article 1, Title 2, Section 6-1208 of the Code of Ordinances were prepared and submitted to the Mayor and Council of Brunswick and vetted at public meetings on April 1, 2025 and April 22, 2025, and

WHEREAS, the City Council seeks to create a designated no parking area during inclement weather events, and

WHEREAS, Ordinance 610 was drafted and presented as a first reading at a regular meeting of the Mayor and Council of Brunswick and a Public Hearing and second reading of Ordinance 610 was held on April 22, 2025,

Legislative Intent: To create a no parking zone at the terminus of all dead-end streets and alleys citywide during inclement weather events to allow clearing and/or de-icing/anti-icing treatment to maintain health, welfare and safety of the citizens of Brunswick.

NOW THEREFORE BE IT ENACTED AND ORDAINED by the Mayor and Council of Brunswick, that pursuant to the authority granted to it by the Land Use Article, Title 11, Subtitle 1 of the Annotated Code of Maryland, Article 4 of the Charter of the City of Brunswick, and Section 1-1204 of the Brunswick City Code,

- 1) Chapter 6, Article 1, Title 2 of the Code is hereby amended to include Section 6-1208, attached to this Ordinance as Exhibit A, and

PASSED this 22nd day of April, 2025 by a vote of ___ for and ___ against, ___ abstaining and ___ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Julie Martorana
City Administrator

Name: Brian Sandusky
Title: Mayor Pro Tem

APPROVED this 25th day of March, 2025.

ATTEST:

Julie Martorana
City Administrator

Nathan Brown
Mayor

Date: _____

EXHIBIT A

Section 6-1208 Inclement Weather Event – No Parking at the terminus of designated dead-end streets and alleys

Inclement Weather Event (Event): A period of severe or extreme weather conditions that pose a threat to public safety, property, or normal operations, including but not limited to heavy rain, flooding, snow, ice, sleet, high winds, extreme temperatures, hurricanes, tornadoes, or other hazardous atmospheric conditions. The Public Works Director, after consultation with the Mayor and the Chief of Police or their designees, may declare the existence of an “Inclement Weather Event” and shall give such notice of the existence and declaration thereof as shall be deemed proper.

(A) This action requires that parking is prohibited at the terminus of the designated dead-end streets and alleys.

(B) No vehicle may be parked and left unattended at the terminus of the designated dead-end streets and alleys two hours or later after the declaration of the Inclement Weather Event, until the Inclement Weather Event has been lifted, and the streets and alleys have been cleared.

(C) The dead-end streets and alleys shall be appropriately marked with permanent signs which give the warning "No Parking During Inclement Weather Event" posted at terminus of designated dead-end street and alleys.

(D) The Brunswick Police Department may take possession of, and have removed, any vehicle parked or abandoned on a designated dead-end street or alley two hours after the beginning of an Inclement Weather Event. Within a reasonable time period after a vehicle has been removed, the Brunswick Police Department shall notify the owner of the vehicle, who may recover the vehicle upon paying all charges as may have been incurred for the removal and storage of the vehicle.

**CITY OF BRUNSWICK, MARYLAND
SPECIAL ORDINANCE NO. 611**

A SPECIAL ORDINANCE TO AUTHORIZE THE SALE AND CONVEYANCE OF 20 EAST A STREET AS ASSESSED BY THE STATE DEPARTMENT OF ASSESSMENT AND TAXATION AND DESCRIBED IN A DEED DATED MARCH 23, 1897 AND RECORDED AMONG THE LAND RECORDS OF FREDERICK COUNTY, MARYLAND IN LIBER JLJ-16, FOLIO 16.

WHEREAS, in accordance with Article IV, Section 401, “General Powers” of the City of Brunswick Charter, the Mayor and Council have “the power to pass all such ordinances...as it may deem necessary for the good government of the City; for the protection and preservation of the City’s property, rights, and privileges”; and

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 August 27, 2024, which Public Notice is attached hereto and incorporated herein; and

WHEREAS, at its duly advertised public meeting on September 10, 2024, the Mayor and Council approved Resolution 2024-21, declaring the property at 20 East A Street was no longer needed for public use; and

WHEREAS, on November 6, 2024, 20 East A Street was listed for sale with a commercial real estate broker and requesting potential purchasers to submit by January 15, 2025 bona fide letter of intent offers to purchase 20 East A Street; and

WHEREAS, five letter of intent offers were received, and all letter of intent offers were carefully evaluated by the Mayor and Council in Closed Session on January 21, 2025; and

WHEREAS, during the Closed Session, the letter of intent offer from RDP, LLC dated January 15, 2025 and attached hereto and incorporated herein, for the purchase price of \$200,000 (the “**RDP Offer**”) was deemed the most responsive letter of intent offer; and

NOW THEREFORE BE IT ENACTED AND ORDAINED, by the Mayor and Council pursuant to the powers granted to them by the said Article IV, Section 401, “General Powers” of the City of Brunswick Charter and Section 5-204 (c) (3) of the Local Government Article, Annotated Code of Maryland that 20 East A Street be sold and conveyed pursuant to the terms and conditions of the RDP Offer and the contract of sale to be negotiated between the Mayor and RDP, LLC on terms and conditions deemed acceptable to the Mayor and consistent with the RDP Offer (“**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 20 East A 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 April 1, 2025.

PASSED this day 1st day of April, 2025 by a vote of ____ for; ____ against, ____ abstaining and ____ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Julie Martorana
City Administrator

By: _____
Name: Brian Sandusky
Title: Mayor Pro Tem

APPROVED this 1st day of April, 2025.

ATTEST: _____
Julie Martorana
City Administrator

Nathan Brown
Mayor

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE, made as of this 14th day of February 2025 (this “**Contract**”) by and between MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation of the State of Maryland (“**Seller**”), and RDP, LLC, a Maryland limited liability company (“**Buyer**”, and together with Seller, the “**parties**”), its successors and assigns.

WHEREAS, Seller is the owner of that certain lot or parcel of land hereinafter described located on the south side of ‘A’ Street, in the City of Brunswick, Maryland (the “**Land**”), currently improved by a structure now or formerly used and operated as the Brunswick Police Department (the “**Improvements**”);

WHEREAS, by City of Brunswick, Maryland Resolution No. 2024-21 passed by the Council of the City of Brunswick at a regular meeting of the Mayor and Council of Brunswick on September 10, 2024, Seller was authorized to sell and convey the Land and Improvements at public or private sale as it is no longer needed for public use.

WHEREAS, Buyer wishes to purchase and acquire, and Seller desires to sell and convey to Buyer the Land, Improvements, rights of way and other appurtenances hereinafter collectively described as the “**Property**” and the parties are entering into this Contract for the purposes of setting forth the terms and conditions of their agreement.

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (including without limitation the Independent Consideration), the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, in fee simple, the Land, Improvements, and rights and appurtenances to the Land and Improvements described as follows:

That certain lot or parcel of land described as being 50’ x 50’, now located at 20 E A Street Brunswick, Maryland, and assigned Tax Account No. 25-476336.

NOW THEREFORE, in consideration of the mutual promises herein contained, to be kept and observed by the respective parties hereto, and for other good and valuable consideration by each of the parties hereto unto the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTRACT TO PURCHASE AND SELL. Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller at the price and upon the terms and conditions hereinafter set forth. In addition to the Property and included within the Purchase Price, the sale and purchase shall include all articles of personal property, if any located on and used in connection with the operation of the Property (collectively, the

“**Personal Property**”), to the extent any of same are owned by Seller. Seller shall have no obligation to remove any of the Personal Property from the Property.

2. PURCHASE PRICE. The purchase price of the Property hereby sold shall be TWO HUNDRED THOUSAND and 00/100 DOLLARS (**\$200,000.00** U.S.) (the “**Purchase Price**”). The Purchase Price shall be paid by Buyer to Escrow Agent at Closing (as hereinafter defined), subject to the prorations and adjustments set forth in Section 9 hereof, by certified check or wire transfer of immediately available funds.

3. DEPOSIT:

A. Within three (3) business days of the Effective Date (as herein defined), an earnest money deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) (the “**Deposit**”) shall be paid by Buyer to Loudoun Commercial Title to HOLD EMD and CONDUCT CLOSING 703-737-3800 (hereinafter, the “**Escrow Agent**”). The Deposit shall be held in escrow by the Escrow Agent under the terms and conditions hereinafter set forth. At Closing, the Deposit shall be applied to the Purchase Price. The amount of One Hundred Dollars (\$100.00) of the Deposit has been bargained between Buyer and Seller as independent and adequate consideration (the “**Independent Consideration**”) for Seller’s execution and delivery of this Contract and Buyer’s right to inspect the Property pursuant to Section 7 hereof. Such sum is in addition to and independent of any other consideration or payment provided for in this Contract and is non-refundable in all events.

B. **ESCROW AGENT**: The Deposit shall be held in escrow by the Escrow Agent, pending the cancellation of this Contract or Closing hereunder as the case may be. The Escrow Agent shall place the Deposit in a non-interest-bearing account with a federally insured bank doing business and having an office in the State of Maryland, in the name of Escrow Agent with the designation “as Escrow Agent”. The Deposit (less the Independent Consideration) shall be (i) forfeited to Seller if Buyer is in default hereunder, (ii) returned to Buyer if Seller is in default hereunder, (iii) returned to Buyer if Buyer properly terminates this Contract pursuant to the terms and conditions hereof, or (iv) credited to Buyer against the Purchase Price payable at Closing, as the case may be.

4. TITLE. Fee simple title to the Property is to be sold and conveyed by Seller to Buyer, or its assigns, at the time of Closing. Title is to be marketable, good of record and in fact and insurable in an amount equal to the total Purchase Price of the Property by a title insurance company selected by Buyer, at standard rates allowed by law, under the current ALTA standard full coverage owner’s title insurance policy form, except for Permitted Encumbrances. Buyer shall satisfy itself with the condition of the title to the Property including any survey ordered by Purchaser at its expense, during the Feasibility Period and if this Contract is not terminated by the Buyer prior to the expiration of the Feasibility Period, all encumbrances on the title and matters of survey at that time shall be considered accepted by Buyer (the “**Permitted Encumbrances**”). Notwithstanding

any other provision of this Contract, Seller shall be responsible to remove all monetary liens against the Property on or before Closing. Seller shall execute and acknowledge such normal and customary affidavits and certifications as the title insurer may reasonably require of Seller in connection with issuing such policy.

5. COSTS. At Closing, Seller shall provide a special warranty deed for the Property, and pay any fees for securing release evidence for any liens or encumbrances against the Property. Buyer and Seller shall each pay one-half (1/2) of all required Maryland State Recordation Tax and Transfer Tax based on the Purchase Price (with Buyer to pay any Recordation Tax associated with the amount by which any loan obtained by Buyer exceeds the Purchase Price), and a commercially reasonable Closing fee for services rendered by Escrow Agent to Buyer and Seller including preparation of the special warranty deed on Seller's behalf. Buyer shall pay all other costs, such as but not limited to its financing, recording fees, title examination, survey (if ordered by Buyer) and title insurance premiums. Each party shall be responsible to pay their own attorneys' fees related to this Contract.

6. CLOSING.

A. In the event that Buyer does not elect to terminate this Contract as it is entitled to do pursuant to the terms hereof, Buyer and Seller are required and agree to make full Closing of this purchase and sale in accordance with, and subject to, the terms hereof ("**Closing**") at the offices of the Escrow Agent on or before the date that is thirty (30) days after the expiration of the Feasibility Period (as herein defined) (the "**Closing Date**").

B. Closing is to be made at the offices of Escrow Agent not later than the Closing Date set forth in Paragraph 6.A above. However, Buyer shall have the right, at its option, to designate any earlier date on which it desires to have Closing made by giving Seller at least ten (10) days prior written notice, whereupon Seller and Buyer agree to make Closing in accordance with the terms of this Contract at such date and time specified in Buyer's notice. As an alternative, and if so requested by either party, the parties hereto will cooperate in effecting Closing by escrow (and virtually without the need to personally attend) by delivering all executed Closing documents to the Escrow Agent in accordance with commercially reasonable instructions as to delivery and recording of documents and disbursement of funds.

C. The Property is to be conveyed in the name of Buyer, Buyer's designee, or in the event of assignment, Buyer's assignee. Seller shall execute, acknowledge and deliver to Buyer at Closing the following:

i) A good and sufficient special warranty deed in proper statutory form for recording, duly executed and acknowledged by Seller (and by any other persons or entity reasonably required by Buyer's title insurance company) and containing a legal

description of the Land in form reasonably satisfactory to Buyer and/or Buyer's title insurance company (the "**Deed**");

ii) Such affidavits, mechanics lien waivers, or letters of indemnity as Buyer's title insurance company shall reasonably require in order to omit from its title insurance policy all exceptions for un-filed mechanics', material men's or similar liens; and

iii) Seller's certification that there are no tenants, licensees or other occupants of the Property and no leases, license, occupancy, or similar agreements affecting the Property; and

7. CONDITIONS OF BUYER'S OBLIGATION TO COMPLETE CLOSING.

Buyer's obligation to complete Closing hereunder, is expressly conditioned upon the satisfactory accomplishment in Buyer's sole discretion and for Buyer's sole benefit hereunder, of the following within the period of time set forth below:

A. Feasibility Period and Buyer's Indemnification. Buyer, its employees, agents, advisors, consultants, contractors and representatives (collectively, "**Permittees**") shall have the right, at Buyer's expense, to enter the Land, and Improvements on the Property to cause such tests, inspections and studies, including, but not limited to, economic studies, financing analysis, engineering studies, survey, title, environmental audits, structural studies, building inspections and radon testing, to be made with respect to the Property as Buyer, in its discretion, deems appropriate and necessary to satisfy itself as to the suitability of the Property for Buyer's intended use as a boutique micro-hotel collectively, "**Inspections**"). Seller agrees to make the Property reasonably accessible to Buyer and its Permittees for the Inspections. If the results of the Inspections conducted by or on behalf of Buyer do not permit or warrant the purchase of the Property, in the sole and absolute discretion of Buyer, then Buyer shall have the right, exercisable by written notice given to Seller within **Forty Five (45)** days from the Effective Date of this Contract ("**Feasibility Period**") to declare this Contract null and void. If Buyer terminates this Contract, the Deposit (less the Independent Consideration) shall be returned to Buyer, provided Buyer is not in default hereunder, and thereafter Seller and Buyer shall be relieved from further liability hereunder, at law or in equity. If Buyer does not declare this Contract null and void by written notice to Seller during the Feasibility Period, Buyer and its Permittees shall continue to have access to the Property up to and including the Closing Date, subject to Section 7.C. below. Buyer shall be liable to Seller for any losses arising from any Inspections or other activities of Buyer or its Permittees upon the Property. If Buyer or its Permittees cause any damage to the Property during their Inspections, and if, for any reason (other than the default of Seller) Closing does not occur, Buyer shall, at its sole cost and expense, restore the Property, or any part thereof,

to the condition that existed immediately prior to the Inspections.

B. Insurance. Buyer shall maintain (i) a commercial general liability policy covering its (and its Permittees') access to the Property with limits of no less than \$2,000,000 combined single limit and naming Seller as an additional insured on a primary and non-contributory basis, providing coverage for all injuries, deaths or property damage (including loss of use thereof) arising out of Buyer or its Permittees' acts or omissions, and; (ii) a worker's compensation policy with liability limits no less than those required by applicable Law. Any agent or representative of Buyer which conducts environmental inspections shall also maintain, and provide evidence of, environmental liability insurance in an amount not less than \$1,000,000 naming Seller as additional insured on a primary and non-contributory basis. All of the foregoing insurance shall be on an occurrence basis, include a waiver of subrogation against Seller, and shall be issued by insurers rated at least A-, VIII by AM Best Company and the certificates of insurance shall be in form and substance satisfactory to Seller and shall provide that such insurance shall not be canceled or changed until at least thirty (30) days prior written notice is given to Seller. Prior to Buyer's or its Permittees' first entry on the Property, Purchaser shall furnish certificates of insurance from Purchaser or Buyer's Permittees, as appropriate, to Seller evidencing such insurance.

C. Seller's Materials. Buyer acknowledges receipt from Seller of the following information, if any, pertaining to the Property in Seller's possession or available to Seller for use by Buyer in connection with its Inspections: MSDAT Real Property Data Search; copy of Deed recorded among the Land Records of Frederick County, Maryland ("**Land Records**") in Liber JLJ-16, folio 16; Description For Deeds and Plat of Building Lots recorded among the Land Records in Liber 322, folio 65 (collectively "**Seller's Materials**").

8. RISK OF LOSS. The risk of loss or damage to the Property by fire, erosion, flood or other casualty, until Closing hereunder, is assumed by Seller. Except as otherwise agreed between Seller and Buyer during the Feasibility Period as set forth herein, or in the event of a bona fide emergency, Seller shall not after the Effective Date hereof, perform or allow to be performed any demolition of existing Improvements, dumping of materials of any kind, removal or cutting of trees or shrubs (other than normal maintenance, cutting and trimming), grading, filling or any construction work of any type on the Property, without the written consent of Buyer which may be granted or withheld in Buyer's sole discretion.

9. ADJUSTMENT. General and special taxes, utility charges, and rents if any, are to be adjusted to the Closing Date and the Deposit is to be credited to Buyer at Closing. All other public or governmental charges or assessments against the Property which are or may be payable on an annual basis, are to be adjusted to the Closing Date, except assessments for improvements completed prior to the Effective Date hereof, whether

assessment thereof has been levied or not, shall be paid by Seller or an allowance in favor of Buyer made thereof at the time of Closing.

10. NOTICES OF VIOLATION. All written notices of violations of municipal orders or requirements noted or issued by legal authority or action in any court on account thereof against or affecting the Property at the time of Closing under this Contract, shall be complied with by Seller and the Property conveyed free thereof. Buyer has not received actual notice of any such violations.

11. PROPERTY CONDITION.

A. Seller shall deliver possession of the Property at Closing free and clear of the possession of any party or person and shall deliver the Property in substantially the same **AS IS** condition as existed on the Effective Date.

B. All electrical, heating, air conditioning (if any), plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in **AS IS and WHERE IS** condition with all defects as may exist. Buyer hereby acknowledges that except as specifically provided in Section 12 of this Contract, it is not relying on any representations of Seller regarding the physical, environmental, mechanical, structural or other condition of the Property and will satisfy itself with same during the Feasibility Period. Buyer reserves the right to inspect the Property prior to Closing.

12. REPRESENTATIONS AND WARRANTIES.

A. SELLER. Seller makes the following representations and warranties unto Buyer, each of which shall be deemed a substantial and material term of this Contract, and which representations and warranties shall be true, accurate and correct as of the Effective Date and as of the Closing Date:

(i) Seller (and the person executing this Contract on behalf of Seller) has the legal power, right and authority to enter into this Contract and the documents required to be executed by Seller under this Contract and to consummate the transactions contemplated by this Contract. All requisite municipal action has been taken by Seller in connection with its entering into this Contract and the documents required hereby. No consent of any other party is required for the performance by Seller of its obligations hereunder.

(ii) To Seller's knowledge (defined as the actual personal knowledge without independent investigation of Assistant City Administrator Jeremy Mose, the Property or any part thereof is not in violation of any law, ordinance, resolution, statute, rule or

regulation of any governmental agency or any quasigovernmental agency. To Seller's knowledge there are no unrecorded rights-of-way, easements, liens or other encumbrances affecting the Property, in whole or in part, either as the servient or dominant estate.

(iii) Seller is not a party to any litigation affecting the Property or any part thereof or interest therein, or affecting Seller's right to sell the Property, and Seller has no knowledge of any threatened litigation affecting the Property or any part thereof or interest therein. Seller shall give Buyer prompt notice of any such litigation of which Seller becomes aware prior to Closing.

(iv) Seller will not, during the term of this Contract, enter into any leases or other agreements, or grant any rights, easements, liens or other encumbrances affecting the Property without the consent of Buyer which may be granted or withheld in Buyer's reasonable discretion.

(v) Seller is a duly organized, validly existing and in good standing as a municipal corporation under the laws of the State of Maryland.

(vi) Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other similar governmental action.

(vii) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing Seller shall provide an affidavit satisfactory to Buyer confirming such fact.

(viii) Seller will not cause or suffer any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Seller shall promptly notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the Closing Date which causes a change in the facts relating to, or the truth of, any of the above representations or warranties, all of which shall survive Closing and recordation of the Deed.

B. BUYER. Buyer makes the following representations and warranties unto Seller, each of which shall be deemed a substantial and material term of this Contract, and which shall be true, accurate and correct as of the Effective Date and as of the Closing Date:

(i) Buyer (and the person executing this Contract on behalf of Buyer) has the

legal power, right and authority to enter into this Contract and the documents required to be executed by Buyer under this Contract and to consummate the transactions contemplated by this Contract. All requisite municipal corporate action has been taken by Buyer in connection with its entering into this Contract and the documents required hereby. No consent of any other party is required for the performance by Buyer of its obligations hereunder.

(ii) That Buyer is a limited liability company validly formed and incorporated under the laws of the State of Maryland.

(iii) That this Contract is and shall be a valid, legal and binding obligation of Buyer and is and shall be enforceable against Buyer in accordance with the terms of this Contract, subject to matters of equity and creditors' rights.

(iv) Buyer will not cause or suffer any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Buyer shall immediately notify Seller, in writing, of any event or condition known to Buyer which occurs prior to the Closing Date which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

13. CONDEMNATION. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing Date which would adversely affect Buyer's use of the Property, in Buyer's sole discretion, Buyer, at Buyer's option, shall have the right to terminate this Contract, and the Deposit (less the Independent Consideration) shall thereupon be refunded to Buyer, at which time this Contract shall be and become null and void, and all parties hereto shall be released from all further liability hereunder. If Buyer does not elect to terminate this Contract, then Closing hereunder shall be consummated as herein provided, without reduction of the Purchase Price, but all condemnation awards or payments shall be paid or assigned to Buyer at Closing.

14. BUYER'S/SELLER'S DEFAULT.

A. Buyer and Seller each acknowledge that it would be difficult to ascertain the actual damages that would be suffered by Seller if Buyer defaults in consummating the purchase and sale contemplated by this Contract. Accordingly, if all conditions and other events precedent to Buyer's obligation to consummate the transactions contemplated by this Contract have been satisfied or waived, but Buyer nevertheless fails, refuses or is unable to consummate the purchase and sale contemplated by this Contract, then Seller's sole and exclusive remedy shall be to declare a forfeiture of and to retain the Deposit as fixed liquidated damages, it being agreed that Seller's damages for Buyer's default are difficult to determine and the forfeiture of the Deposit provides an adequate remedy for Seller. Upon such forfeiture, all parties hereto shall be released of all further liability hereunder, and this

Contract shall become null and void and of no further force and effect. Except in the event of physical damage to the Improvements or environmental damage to the Land resulting from Buyer's or its Permittees' access thereto prior the Closing, in no other event shall Seller have the right to bring a suit for specific performance and/or for monetary damages over and above the Deposit for default by Buyer.

B. If all conditions and other events precedent to Seller's obligations to consummate the transactions contemplated by this Contract have been satisfied or waived, and Seller fails, refuses or is unable to consummate the purchase and sale contemplated by this Contract, then Buyer's sole remedy shall be the right to bring suit for specific performance of this Contract including reasonable attorneys' fees and court costs incurred by Buyer in the enforcement of this Contract.

15. NOTICE. All notices, requests, consents and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by overnight delivery, (iii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (iv) if followed immediately with written notice sent via (i), (ii) or (iii) above, via electronic mail or facsimile/telecopier:

TO SELLER: Mayor and Council of Brunswick
1 West Potomac Street
Brunswick, MD 21716
Attn: Mayor Nathan Brown
Email: nbrown@brunswickmd.gov

WITH A COPY TO: Offit Kurman, P.A.
Attn: Noel Manalo, Esquire
30 West Patrick Street, Suite 300
Frederick, Maryland 21701
Email: Noel.Manalo@offitkurman.com

TO PURCHASER: RDP, LLC
23231 Arora Hills Drive
Clarksburg, Maryland 20871
Email: ryansmart84@gmail.com

WITH A COPY TO:

TO ESCROW AGENT: Sherry Razavi, Esquire
Loudoun Commercial Title, LLC
5 Wirt Street SW, Suite 200

Leesburg, VA 20175-2023
(703) 737-3800
sherry@loudouncommercialtitle.com

Any notice, request, consent or other communication shall be deemed received (i) in the case of personal delivery when it is personally delivered, (ii) in the case of overnight delivery by national courier on the day following the date sent, (iii) on the third (3rd) business day after it is deposited in the United States mail, or (iv) in the case of electronic mail or facsimile/telecopier, the date it is sent and received if immediately followed by written notice delivered in accordance with (i), (ii) or (iii) as set forth above, as the case may be.

16. ACCEPTANCE – EFFECTIVE DATE. This Contract shall be effective as of the last date upon which Seller and Buyer have executed this Contract, as evidenced by the date beside their respective signatures on the signature page hereof, and such date for the purposes hereof shall be the “**Effective Date.**”

17. CAPTIONS. Captions and headings in this Contract are inserted for convenience and reference only and do not define or limit the scope of the intent of this Contract or any term hereof.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party (i) has agreed to permit the use of DocuSign or emailed .pdf signatures in order to expedite the transaction contemplated by this Contract; (ii) intends to be bound by its DocuSigned or emailed .pdf signature; (iii) is aware that the other will rely on the DocuSigned or emailed .pdf signature; and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by DocuSign or emailed .pdf.

19. ENTIRE CONTRACT: SUCCESSORS AND ASSIGNS. The principals to this Contract mutually agree that it shall be binding upon them, and each of their respective legal representatives, successors and assigns, and the provisions hereof shall survive the execution, delivery and recording of the deed aforesaid, and shall not be merged therein. This Contract contains the final and entire Contract between the parties hereto. No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto.

20. ASSIGNMENT. Buyer shall have the right, upon ten (10) days prior written notice to Seller, to assign this Contract and the Deposit to an entity owned or controlled by Buyer (the “**Assignee**”). The undersigned Buyer shall not be relieved of its

obligations, liability and responsibilities hereunder by reason of such assignment.

21. AGENCY/COMMISSIONS. Buyer and Seller acknowledge and agree that they have engaged Ken Breen (Clagett Enterprises Inc.) and MJ Huff (Long and Foster Realty) with as real estate brokers in the negotiation and execution of this Contract. Seller agrees to pay a commission outlined on a separate agreement.

22. MISCELLANEOUS

A. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced. Buyer and/or Seller may, at their sole discretion, waive any breach by the other of any of the other's representations, warranties and/or covenants hereunder, and Buyer may waive any failure of a condition precedent to Closing hereunder.

B. This Contract shall be governed by and construed under the laws of the State of Maryland, without regard to principles of conflict of laws. The parties further agree, as a material term of this Contract, that any dispute which may result hereunder or with respect to the Property shall be subject to the exclusive venue and jurisdiction of the Circuit Court for Frederick County, Maryland and **MUTUALLY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY AS TO ANY ISSUES CONCERNING THIS CONTRACT WHICH THEY MAY OTHERWISE BE ENTITLED TO A JURY TRIAL**. After Closing, either party shall duly execute and deliver to the other any additional documents and instruments that such other party may reasonably determine are necessary to further assure to the other the consummation of the purchase and sale contemplated herein, without additional expense to the party requesting such items. This Contract or any memorandum hereof shall not be recorded among the Land Records by Buyer. To facilitate execution, this Contract is being executed in duplicate, and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.

C. Time shall be of the essence with respect to each and every provision of this Contract. All representations, statements, contracts, warranties, and covenants of Seller and Buyer set forth in or made pursuant to this Contract shall be operative, true and correct, as set forth above, as of the Closing Date. It is agreed that all representations, statements, contracts, warranties and covenants of each party hereunder shall continue to bind the parties and survive Closing pursuant to terms and limitations of this Contract. No officer, director, elected official or employee of Seller shall have any personal liability under the terms and conditions of this Contract. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Contract, and therefore, it is expressly agreed that in the case of any vagueness or ambiguity with regard to any provision of the Contract, there shall be no presumption of construction against the drafter of such provision, but instead this Contract shall be interpreted in accordance with a fair construction

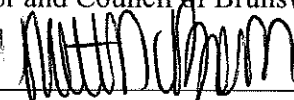
of law. The introductory recitals and WHEREAS clauses are incorporated into the body of this Contract.

-SIGNATURE PAGE FOLLOWS-

Witness the hands and seals of the parties hereto:

SELLER:



Mayor and Council of Brunswick

By: 
Nathan Brown, Mayor

2/19/25
Date

BUYER:

RDP, LLC, a Maryland limited liability company

By:  
Name: Ryan Smart Date _____
Title: Managing Member RDP, LLC

**MAYOR AND COUNCIL OF BRUNSWICK
SPECIAL ORDINANCE NUMBER 613**

A SPECIAL ORDINANCE ESTABLISHING THE TAX RATE FOR THE ASSESSABLE PROPERTY IN THE CITY OF BRUNSWICK FOR FISCAL YEAR 2026.

WHEREAS, pursuant to Article VI of the Charter of The City of Brunswick, the City annually may levy and collect taxes on the assessable property within the City Boundary; and

WHEREAS, the Mayor and Council did meet in public on March 25 and April 1, 2025, and did by majority impose and levy the proposed sum of forty-one cents (\$0.41) on each and every One Hundred Dollars (\$100.00) of all assessable real property, except as otherwise described herein, for the fiscal year July 1, 2025 to June 30, 2026, on taxable property within the City Boundary subject to assessment and taxation.

NOW, THEREFORE:

SECTION I: BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BRUNSWICK, that the sum of forty-one cents (\$0.41) on each and every One Hundred Dollars (\$100.00) of assessable real property for the fiscal year July 1, 2025 to June 30, 2026, on taxable property within the City Boundary subject to assessment and taxation under the provisions of the City Charter and Code and the laws of the State of Maryland.

SECTION II: BE IT FURTHER ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BRUNSWICK, that, pursuant to the City of Brunswick Code of Ordinances Section 3-1104, Vacant Property Ordinance and Section 3-6102(b)(i), Classes of Property, the future tax rate on taxable property within the City Boundary that is deemed habitually

vacant and is subject to assessment and taxation under the provisions of the City Charter and Code and the laws of the State of Maryland will be as follows:

| Vacancy Period | Special Taxation Multiplier |
|-----------------|-----------------------------|
| Year 4 – FY2027 | 2 x normal tax rate |
| Year 5 – FY2028 | 2.5 x normal tax rate |
| Year 6 – FY2029 | 3 x normal tax rate |
| Year 7 – FY2030 | 3.5 x normal tax rate |
| Year 8 – FY2031 | 4 x normal tax rate |
| Year 9 – FY2032 | 4.5 x normal tax rate |
| Year10 – FY2033 | 5 x normal tax rate (max) |

PASSED this 1st day of April, 2025 by a vote of ___ for; ___ against; ___ abstaining; and ___ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Julie Martorana
City Administrator

By: _____
Name: Brian Sandusky
Title: Mayor Pro Tem

ATTEST:

Julie Martorana
City Administrator

Nathan Brown, Mayor
Date: _____

**MAYOR AND COUNCIL OF BRUNSWICK
SPECIAL ORDINANCE NUMBER 614**

A SPECIAL ORDINANCE ESTABLISHING THE FISCAL YEAR 2026 SYSTEM IMPROVEMENT ASSESSMENT AND FEE FOR THE CITY OF BRUNSWICK.

WHEREAS, the Annotated Code of Maryland, Local Government Environment Article, Title 9; the City Charter Article VI, Section 602, Subsection F; and the City Code Section 4-2104 authorize the Mayor and Council to enact the annual System Improvement Assessment and Fee for the City of Brunswick, and;

WHEREAS, the Mayor and Council formally adopted the System Improvement Assessment and Fee by Ordinance 576 on August 24, 2021, and;

WHEREAS, the System Improvement Assessment and Fee will be on taxable property within the City Boundary subject to assessment and taxation and shall be billed with the Frederick County tax bill and collected along with taxes on the real property bill. The Frederick County Treasurer shall collect and secure the System Improvement Assessment and Fee in the same manner in which taxes on real property are collected. If the System Improvement Assessment and Fee or any portion of it is not paid when due, the property for which the charge has been made is subject to the same penalties, procedure, sale, and lien priority in case of delinquency that are provided for general real property taxes. The property for which the charge has been made may be sold at tax sale in the same manner as real property is sold for nonpayment of taxes. The City of Brunswick and Frederick County may also bring suit against the property owner for any unpaid System Improvement Assessment and Fee, and;

WHEREAS, the Mayor and Council did meet in public on _____, and did by majority impose and levy a System Improvement Assessment and Fee for Fiscal Year 2026 set at \$50 annually per on all taxable property within the City Boundary subject to assessment and taxation and to be allocated towards infrastructure improvement projects, and;

WHEREAS, of the \$50 fee, the following shall be established: \$25 for the benefit of sidewalk improvement projects, \$15 towards water improvement projects, and \$10 towards sewer improvement projects, and;

WHEREAS, funds collected through the sidewalk portion of this System Improvement Assessment and Fee will be dedicated to the sidewalk replacement program efforts established by Resolution 2022-11 adopted on July 26, 2022;

NOW, THEREFORE, be it enacted that the System Improvement Assessment and Fee of \$50 is set for FY 2026.

PASSED this 1st day of April, 2025 by a vote of ___ for; ___ against; ___ abstaining; and ___ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

By: _____

Julie Martorana
City Administrator

Name: Brian Sandusky
Title: Mayor Pro Tem

ATTEST:

Julie Martorana
City Administrator

Nathan Brown, Mayor
Date: _____

**BULLET POINTS SUMMARY OF ORDINANCE
REGARDING MODIFICATION OF 2010A BOND**

OVERVIEW:

On May 14, 2010, pursuant to Special Ordinance No. 490, Mayor and Council of Brunswick (the “City”) issued two general obligation bonds as follows: (i) Mayor and Council of Brunswick Infrastructure Project and Refunding Bond, Series 2010A in the original principal amount of \$2,864,634 (the “Original 2010A Bond”), and (ii) Mayor and Council of Brunswick Infrastructure Project and Refunding Bond, Series 2010B (Federally Taxable) in the original principal amount of \$415,000 (the “Original 2010B Bond” and, together with the Original 2010A Bond, the “Original Bonds”). Both Original Bonds were sold to PNC Bank, N.A. (the “Bank”). Each Original Bond provided that the interest rate thereon would be reset on May 14, 2025 based on a formula stated in such Original Bond.

In December 2012, the Original Bonds were modified to significantly reduce the then-current interest rates borne by such Original Bonds (the interest rate on the Original 2010A Bond was reduced from 4.275% to 2.900%), but the methodologies for resetting the interest rates thereon as of May 14, 2025 were not modified. In connection with such modifications, the Bank exchanged the Original Bonds for replacement bonds reflecting the modified interest rates (the “Existing 2010A Bond” and the “Existing 2010B Bond,” respectively). The Existing 2010B Bond matured by its terms on May 14, 2020 and is no longer outstanding.

The rate reset methodology in the Existing 2010A Bond is based on a London Interbank Offered Rate (LIBOR) published rate or, if no such rate is published, on a eurodollar rate. LIBOR rates ceased to be published on June 30, 2023 and the Bank does not currently use eurodollar indices. Therefore, the methodology for resetting the interest rate on the Existing 2010A Bond needs to be modified. Because it is expected that modification of the interest rate will result in a technical reissuance of the Existing 2010A Bond for federal tax code purposes, bond counsel to the City has advised that the Council should approve the methodology by which the interest rate on the Existing 2010A Bond will be reset and certain related modifications of the Existing 2010A Bond.

SUMMARY OF SPECIAL ORDINANCE:

- Section 1 – Incorporates the Recitals by reference. Capitalized terms used in the Sections of the Ordinance and not defined therein shall have the meanings set forth in the Recitals. Also specifies rules of construction regarding references to officials contained in the Ordinance.
- Section 2 – Provides that from and after May 14, 2025, the Existing 2010A Bond will bear interest at the lesser fixed rate per annum that is calculated by the Bank on May 5, 2025 based on two methodologies. One methodology involves the Bank’s internal cost of funds fixed rate pricing and the other methodology takes into account secured overnight financing rate (SOFR) calculations. Also provides that as of May 14, 2025, the City’s and the Bank’s rights to cause a mandatory redemption of the Existing 2010A Bond on such

date shall no longer be applicable (the City retains the right to redeem such bond at its option), and that the formula by which yield protection is provided for in the Existing 2010A Bond will now reference a SOFR-based and not a LIBOR-based rate.

- Section 3 – Provides that the City shall pay the Bank by federal funds wire transfer on or before May 13, 2025, (i) the scheduled principal of and interest due on May 14, 2025 on the Existing 2010A Bond, and (ii) the reasonable fees and expenses of the Bank’s counsel, and on May 14, 2025, the City shall exchange a replacement bond (the “Replacement 2010A Bond”) reflecting the modifications provided for in Section 2 for the Existing 2010A Bond. The substantially final form of the Replacement 2010A Bond is Attachment 1 to the Ordinance and the Mayor is authorized to complete and sign and the City Administrator to attest to the City seal on the Replacement 2010A Bond.
- Section 4 – Provides that except as provided in the Ordinance, all other provisions of the Existing 2010A Bond will remain the same.
- Section 5 – Authorizes the Mayor and the City Administrator to approve, execute and deliver any tax certificates or instruments designed to preserve the tax-exempt status of the Replacement 2010A Bond and to make any applicable designations, elections, determinations or filings required or permitted by the federal tax code.
- Section 6 – Ratifies and confirms the covenants and agreements of the City contained in Special Ordinance No. 490, including the pledge of the City’s full faith and credit and unlimited taxing power to payment of the Replacement 2010A Bond and the City’s covenants and agreements to comply with the federal tax code with respect to the Replacement 2010A Bond.
- Section 7 – City officials and employees are authorized to approve, execute and deliver any documents, certificates or instruments not otherwise expressly provided for in the Ordinance in order to effectuate the transactions contemplated by the Ordinance.
- Section 8 – The City agrees to pay the fees and expenses of the City’s bond counsel, the City’s financial advisor, and the Bank’s counsel.
- Section 9 – The provisions of the Ordinance are deemed to amend and supplement the provisions of Special Ordinance No. 490.
- Section 10 – The modifications provided for in the Ordinance shall not take effect unless the Replacement 2010A Bond is exchanged for the Existing 2010A Bond.
- Section 11 – Liberal construction language.
- Section 12 – Effectiveness of Ordinance.
- Attachment 1 – Substantially final form of Replacement 2010A Bond.

#239530;52041.001

MAYOR AND COUNCIL OF BRUNSWICK

SPECIAL ORDINANCE NO. 617

**MODIFICATION OF MAYOR AND COUNCIL OF BRUNSWICK
INFRASTRUCTURE PROJECT AND REFUNDING BOND, SERIES 2010A**

A SPECIAL ORDINANCE PROVIDING FOR THE MODIFICATION OF THE INTEREST RATE ON THE MAYOR AND COUNCIL OF BRUNSWICK INFRASTRUCTURE AND REFUNDING BOND, SERIES 2010A (THE “EXISTING 2010A BOND”) AND RELATED MODIFICATIONS; APPROVING THE SUBSTANTIALLY FINAL FORM OF, AND AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY OF, A REPLACEMENT BOND FOR THE EXISTING 2010A BOND IN ORDER TO REFLECT SUCH MODIFICATIONS; AUTHORIZING OFFICIALS OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE MODIFICATIONS OF THE EXISTING 2010A BOND AUTHORIZED BY THIS ORDINANCE, INCLUDING ACTIONS DESIGNED TO PRESERVE THE TAX-EXEMPT STATUS OF THE EXISTING 2010A BOND, AS MODIFIED; RATIFYING AND CONFIRMING THE COVENANTS AND AGREEMENTS MADE BY THE CITY IN SPECIAL ORDINANCE NO. 490 IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE EXISTING 2010A BOND AND PROVIDING THAT THE PROVISIONS OF SPECIAL ORDINANCE NO. 490 WILL CONTINUE TO APPLY TO THE EXISTING 2010A BOND, AS SO MODIFIED; ACKNOWLEDGING THE OBLIGATION OF THE CITY TO PAY THE FEES AND EXPENSES OF CERTAIN PARTIES IN CONNECTION WITH THE TRANSACTIONS PROVIDED FOR HEREIN; AND GENERALLY RELATING TO THE MODIFICATIONS OF THE EXISTING 2010A BOND.

RECITALS

WHEREAS, Mayor and Council of Brunswick, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the “City”), was authorized and empowered by Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Section 16.9-1 of the Charter of the City of Brunswick, as replaced, supplemented or amended (the “Charter”), to borrow money for any public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, the City was authorized to issue general obligation bonds to refund any general obligation bonds outstanding pursuant to Section 24 of Article 31 of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”); and

WHEREAS, pursuant to the Enabling Act, the Refunding Act, Section 16.9-1 of the Charter, and Special Ordinance No. 490, passed by the Council of the City (the “Council”) on April 27, 2010 (“Special Ordinance No. 490”), the City, on May 14, 2010, issued and sold to PNC

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Bank, National Association (the “Bank”) two general obligation bonds as follows: (i) Mayor and Council of Brunswick Infrastructure Project and Refunding Bond, Series 2010A in the original principal amount of \$2,864,634 (the “Original 2010A Bond”), and (ii) Mayor and Council of Brunswick Infrastructure Project and Refunding Bond, Series 2010B (Federally Taxable) in the original principal amount of \$415,000 (the “Original 2010B Bond” and, together with the Original 2010A Bond, the “Original Bonds”); and

WHEREAS, proceeds of the Original 2010A Bond were applied to (i) finance or reimburse the costs of certain water, sewer and general fund capital projects of the City, (ii) currently refund the then-outstanding Community Development Administration Infrastructure Financing Bonds (AMBAC Insured) 1989 Series A, Infrastructure Project 89A-1, (iii) currently refund the then-outstanding Mayor and Council of Brunswick Infrastructure Financing Bonds, Series 2008, and (iv) pay costs of issuance of the Original 2010A Bond; and

WHEREAS, on December 13, 2012, the City, by agreement with the Bank, amended the interest rates on the Original 2010A Bond and the Original 2010B Bond and the Bank exchanged the Original Bonds for replacement bonds reflecting the new methods of determining the interest rates on the Original Bonds (the “Existing 2010A Bond” and the “Existing 2010B Bond,” respectively); and

WHEREAS, the Existing Series 2010B Bond matured by its terms on May 14, 2020, and is no longer outstanding; and

WHEREAS, the Existing 2010A Bond currently bears interest at the rate of 2.90% per annum, and the Existing 2010A Bond provides that the interest rate will be reset on May 14, 2025, to a rate calculated based on the LIBOR Swaps Rate (as defined in the Existing 2010A Bond) or, if no such rate is published, the reset interest rate shall be calculated based on a eurodollar rate; and

WHEREAS, the LIBOR Swaps Rate is no longer published and the Bank does not use eurodollar indices; and

WHEREAS, the Bank has proposed alternative formulas for resetting the interest rate on the Existing 2010A Bond, effective May 14, 2025; and

WHEREAS, it is expected that modification of the interest rate payable on the Existing 2010A Bond will result in a reissuance for purposes of the Internal Revenue Code of 1986, as amended (the “Code”), and the U.S. Treasury Regulations promulgated thereunder (the “Treasury Regulations”), and bond counsel to the City has advised that the Council should approve the method by which the interest rate payable on the Existing 2010A Bond will be reset and the other modifications of the Existing 2010A Bond provided for herein.

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SECTION 1. NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Mayor and Council of the City of Brunswick that:

(a) The Recitals hereto constitute an integral part of this Ordinance and are incorporated herein by reference. Capitalized terms used in the Sections of this Ordinance and not defined herein shall have the meanings given to such terms in the Recitals.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”), or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code, or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code, or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code, or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein. For example, (i) the Mayor Pro Tem of the City (the “Mayor Pro Tem”) has all the powers or authority of the Mayor of the City (the “Mayor”) and is the ex officio Mayor during the continuance of sickness or in the absence of the Mayor, (ii) the Assistant City Administrator of the City (the “Assistant City Administrator”) has the authority to perform the duties and responsibilities of the City Administrator of the City (the “City Administrator”) during the absence of the incumbent, including signature authority on all City related documents, and (iii) in addition to the City Administrator, the Director, Finance/Administration of the City (the “Director, Finance/Administration”) has the power to attest to the City seal. The Director, Finance/Administration is also sometimes referred to as the Director of Finance and Administration or by similar terms.

(c) Notwithstanding anything to the contrary contained in this Ordinance, in the event the position of any official who is referred to by title in this Ordinance is vacant or the person holding such position is absent, disabled or otherwise unavailable at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has authority to act in such official’s stead as contemplated by subsection (b) above, references in this Ordinance to such official shall be deemed to (i) be to the City Administrator if the positions of the Mayor and the Mayor Pro Tem are both vacant or in the absence, disability or unavailability of both the Mayor and the Mayor Pro Tem, and (ii) refer to any other appropriate official of the City designated by the Council by appropriate action. In the event the City Administrator executes the Replacement 2010A Bond (as defined in Section 3 hereof) due to the absence or disability of the Mayor and the Mayor Pro Tem or due to a vacancy in the position of the Mayor and the Mayor Pro Tem, the Director, Finance/Administration shall attest to the affixing or reproduction of the City seal on the Replacement 2010A Bond. Notwithstanding the foregoing, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time (taking into account any such position filled in a temporary capacity), any such

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action may be taken solely by the remaining official (including by any such official serving in a temporary capacity).

SECTION 2. BE IT FURTHER ENACTED AND ORDAINED that:

Subject to the provisions of Section 9 of this Ordinance, from and after May 14, 2025, (i) the Existing 2010A Bond shall bear interest at a fixed rate per annum until maturity or prior redemption in full that is equal to the lesser rate determined by application by the Bank of the following two formulas on Monday, May 5, 2025: (A) the Bank’s internal cost of funds fixed rate pricing as of May 5, 2025, and (B) the interest rate per annum determined by the Bank by dividing (A) the rate per annum equal to the 1-month Term SOFR Reference Rate (as defined below), as published by the Term SOFR Administrator (as defined below), by (B) a number equal to 1.00 minus the SOFR Reserve Percentage (as defined herein), as projected for a five (5) year period, (ii) the rights of mandatory redemption of the Existing 2010A Bond provided to the City and the registered owner of the Existing 2010A Bond shall no longer be applicable, and (iii) the formula by which yield protection is calculated as provided for in the Existing 2010A Bond shall be modified to refer to a SOFR-based rate in place of a LIBOR-based rate. The remaining schedule of principal payments on the Existing 2010A Bond shall not be modified in connection with the modification of the interest rate borne by the Existing 2010A Bond.

As used herein, “SOFR” shall mean a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

As used herein, “SOFR Reserve Percentage” shall mean, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

As used herein, “Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

As used herein, “Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

SECTION 3. BE IT FURTHER ENACTED AND ORDAINED that:

In order to evidence the modification to the interest rate payable on the Existing 2010A Bond and the other modifications to the Existing 2010A Bond provided for herein, and following payment by the City by federal funds wire transfer to the Bank on or before May 13, 2025, of (i) the scheduled principal and interest due on the Existing 2010A Bond on May 14, 2025, and (ii) the Bank’s reasonable attorney’s fees and expenses incurred in connection with the transactions contemplated by

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this Ordinance, the City, on May 14, 2025, shall exchange the Existing 2010A Bond for a replacement bond that reflects the modifications provided for in Section 2 of this Ordinance (the “Replacement 2010A Bond”). Subject to the provisions of Section 1 hereof, the Mayor is hereby authorized and empowered to execute and deliver the Replacement 2010A Bond to the Bank, substantially in the form attached hereto as Attachment 1, with such changes, corrections, insertions and additions thereto as the Mayor shall approve not inconsistent with the provisions of this Ordinance, which approval shall be evidenced conclusively by the Mayor’s execution and delivery of the final form of the Replacement 2010A Bond. Subject to the provisions of Section 1 hereof, the City Administrator shall attest to the affixing or reproduction of the seal of the City upon the Replacement 2010A Bond.

SECTION 4. BE IT FURTHER ENACTED AND ORDAINED that:

Except as otherwise provided in this Ordinance, all other terms and provisions of the Existing 2010A Bond, including (without limitation), the provisions relating to the mechanics of payment of the principal of and interest on the Existing 2010A Bond and the City’s right of optional redemption, shall be and remain unchanged.

SECTION 5. BE IT FURTHER ENACTED AND ORDAINED that:

In connection with the execution and delivery of the Replacement 2010A Bond, the Mayor and the City Administrator, on behalf of the City, are hereby authorized and empowered to approve, execute and deliver any additional or supplemental certificates or other instruments relating to or intending to preserve the tax-exempt status of the Replacement 2010A Bond and/or, to the extent applicable, to reflect the reissuance of the Existing 2010A Bond, including (without limitation), a separate or supplemental Tax Certificate and Compliance Agreement. In addition, the Mayor and the City Administrator, on behalf of the City, are hereby authorized and directed to make or provide for the making of any applicable designations, elections, determinations or filings required or permitted under the Code or the Treasury Regulations in connection with such modification and/or reissuance, including (without limitation) designating the Replacement 2010A Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code to the extent the Replacement 2010A Bond may not be so deemed designated in accordance with the provisions of the Code and the Treasury Regulations, which designations, elections, determinations or filings may be evidenced in any such additional or supplemental certificates or instruments required by the Code and the Treasury Regulations, including any Form 8038-G (which Form 8038-G need be signed by only one of such officials).

SECTION 6. BE IT FURTHER ENACTED AND ORDAINED that:

The Council expressly ratifies and confirms the covenants and agreements of or on behalf of the City contained in Special Ordinance No. 490, including (without limitation) the pledge of the full faith and credit and unlimited taxing power of the City to payment of the principal of and interest on the Replacement 2010A Bond, the covenants and agreements to comply with the provisions of the Code and the Treasury Regulations, and the applicability of the same to the Replacement 2010A Bond.

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SECTION 7. BE IT FURTHER ENACTED AND ORDAINED that:

The Mayor, the City Administrator, the Director, Finance/Administration and all other appropriate officials and employees of the City are hereby authorized and empowered to approve, execute and deliver any documents, certificates or instruments not otherwise expressly provided for in this Ordinance in order to effectuate the transactions contemplated by this Ordinance.

SECTION 8. BE IT FURTHER ENACTED AND ORDAINED that:

The Council agrees to pay the fees and expenses of (i) Davenport & Company LLC, financial advisor to the City, (ii) Funk & Bolton, P.A., bond counsel to the City, and (iii) Duane Morris LLP, counsel to the Bank, in connection with the transactions contemplated by this Ordinance.

SECTION 9. BE IT FURTHER ENACTED AND ORDAINED that:

The provisions of this Ordinance shall be deemed to amend and supplement the provisions of Special Ordinance No. 490.

SECTION 10. BE IT FURTHER ENACTED AND ORDAINED that:

The modifications to and, to the extent applicable, the reissuance of, the Existing 2010A Bond provided for in this Ordinance shall not take effect unless and until the Replacement 2010A Bond is executed and delivered by the City and accepted by the Bank, and in the event the Replacement 2010A Bond is not so executed, delivered and accepted, such modifications and, to the extent applicable, reissuance shall be deemed not to have occurred and the provisions of this Ordinance shall be disregarded as being of no force and effect with respect to the modifications to the Existing 2010A Bond.

SECTION 11. BE IT FURTHER ENACTED AND ORDAINED that:

The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 12. BE IT FURTHER ENACTED AND ORDAINED that:

This Ordinance shall become effective upon its approval by the Mayor or its passage by the Council over the Mayor's veto in accordance with the provisions of the Charter.

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INTRODUCED at a meeting of the Mayor and Council on _____, 2025.

PASSED this _____ day of _____, 2025, by a vote of ____ for; ____ against; ____ abstaining; and ____ absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Julie Martorana
City Administrator

By: _____
Name: Brian Sandusky
Title: Mayor Pro Tem

APPROVED this _____ day of _____, 2025 or _____
VETOED this _____ day of _____, 2025 by the Mayor.

ATTEST:

Julie Martorana
City Administrator

Nathan Brown
Mayor

EFFECTIVE this _____ day of _____, 2025.

#238998;52041.001

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ATTACHMENT 1

SUBSTANTIALLY FINAL FORM OF REPLACEMENT 2010A BOND

United States of America
State of Maryland
Mayor and Council of Brunswick
Infrastructure Project and Refunding Bond
Series 2010A

No. RA-3

**\$1,160,896.00 (remaining
principal amount)**

THE MAYOR AND COUNCIL OF BRUNSWICK, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to

PNC BANK, NATIONAL ASSOCIATION

or its registered assigns (the “Holder”), the principal amount of One Million One Hundred Sixty Thousand Eight Hundred Ninety-Six Dollars (\$1,160,896.00), plus interest on each unpaid principal installment at the rate of _____% per annum from May 14, 2025, subject to adjustment as hereafter provided, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in quarterly payments commencing on August 14, 2025, and continuing on November 14, February 14, May 14 and August 14 in each year thereafter until final maturity; and (b) principal of this bond shall be paid commencing on May 14, 2026, and on May 14 in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A.

This bond constitutes a modification of Bond No. RA-2, executed and delivered on December 13, 2012, in exchange for Bond No. RA-1, which was originally issued on May 14, 2010. Bond No. RA-1 was issued in the original principal amount of \$2,864,634 and Bond No. RA-2 was also delivered in the principal amount of \$2,864,634.

Interest shall be calculated on a 30/360-day count.

Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate.

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In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate of interest borne by this bond.

This bond, designated as “Mayor and Council of Brunswick Infrastructure Project and Refunding Bond, Series 2010A,” is a full faith and credit general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing the funds necessary to (i) finance and refinance the costs of certain water, sewer and general fund capital projects, (ii) refinance the outstanding balance of the “Community Development Administration Infrastructure Financing Bonds (AMBAC Insured) 1989 Series A, Infrastructure Project No. 89A-1” and the “Mayor and Council of Brunswick Infrastructure Refunding Bonds, Series 2008,” and (iii) the payment of issuance costs and other related costs. Unless paid from other sources, the Issuer covenants that so long as any portion of this bond is outstanding and not paid, it will levy annually, in the manner prescribed by law, a tax on all property within its corporate limits subject to assessment for unlimited taxation, *ad valorem* taxes in rate and amount and sufficient, to provide for the payment of the maturing principal of and interest on this bond as the same become due and payable.

This bond is issued pursuant to the authority of Article 23A, Sections 31-39 and Article 31, Section 24 of the Annotated Code of Maryland, as amended, Section 16-9.1 of the Charter of the City of Brunswick, as amended, and Special Ordinance No. 490 of the Issuer adopted on April 27, 2010, and Special Ordinance No. ____, passed and approved on _____, 2025 (collectively, the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this bond and the interest to accrue hereon.

Optional Redemption by Issuer. This bond is subject to redemption by the Issuer on any business day, upon payment of all accrued unpaid interest on this bond, in whole or in part, plus a premium in an amount equal to the Cost of Prepayment (as hereinafter defined).

“Cost of Prepayment” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield on the applicable interest period minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) “Selected Interest Rates.” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury

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obligation on the prepayment date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of this bond.

Notice of redemption shall be given to the Holder five (5) days before the date of prepayment.

Yield Protection. In addition to the payment of the principal hereof and interest hereon, the Issuer shall pay to the Holder on written demand therefor, together with the written evidence of the justification therefor, all direct costs incurred, losses suffered or payments made by the Holder by reason of any change in law or regulation or its interpretation imposing any reserve, deposit, allocation of capital, or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Holder, its holding company or any of their respective assets. In addition, the Issuer agrees to pay to the Holder its liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds acquired to effect, fund or maintain any amounts hereunder, or any part thereof, bearing interest based on the SOFR-based rate or any other applicable interest rate which the Holder sustains or incurs as a consequence of either (i) the Issuer's failure to make a payment on the due date thereof, (ii) the Issuer's revocation (expressly, by later inconsistent notices or otherwise) in whole or in part of any notice given to the Holder to renew or prepay any amounts bearing interest based on the SOFR-based rate or any other applicable interest rate, or (iii) the Issuer's payment or prepayment (whether voluntary, upon the maturity of this bonds or otherwise) on a day other than the regularly scheduled due date therefor. A notice as to any amounts payable pursuant to this Section given to the Issuer by the Holder shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Issuer's obligations in this paragraph shall survive the payment in full of all other amounts payable under this bond.

The Issuer may treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this bond subject to such condition. In connection with any transfer of this bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other

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governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this bond is paid in annual installments and this bond is subject to partial redemption without any notation of such payment being made on this bond or the surrender of this bond for cancellation and the issuance of a new bond or bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this bond may be less than the stated fact amount hereof and any purchaser or transferee of this bond should contact the Issuer and the prior owner of this bond to ascertain the outstanding face amount hereof.

This bond shall have and possess all the attributes of negotiable instruments as provided in Article 31, Section 8, of the Annotated Code of Maryland, as amended. This bond is issued with the intent that the Laws of the State of Maryland shall govern its construction.

The Issuer has designated this bond as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim bases hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

[signatures appear on following page]

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IN WITNESS WHEREOF, Mayor and Council of Brunswick has caused this bond to be signed in its name by the manual or facsimile signature of its [Mayor], its corporate seal to be affixed hereto and attested by the manual signature of the [City Administrator] and this bond to be dated as of May 14, 2025.

ATTEST:

MAYOR AND COUNCIL OF BRUNSWICK

[City Administrator]

[Mayor]

(SEAL)

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(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Include Social Security or Other Identifying Number of Assignee)

(Name and Address Including Postal Zip Code of Assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within bond on the books of the Issuer at the offices of the Issuer in the City of Brunswick, Maryland or at the offices of its designated agent, with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular without alteration or enlargement or any change whatsoever

Signature guaranteed by:

(Bank, Trust Company or Firm)

(Authorized Signature)

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EXHIBIT A
PRINCIPAL AMORTIZATION SCHEDULE

| <u>Date of Payment, May 14</u> | <u>Principal Amount</u> |
|--------------------------------|-------------------------|
| 2026 | \$213,159 |
| 2027 | 222,270 |
| 2028 | 231,773 |
| 2029 | 241,681 |
| 2030 | 252,013 |

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**MAYOR AND COUNCIL OF BRUNSWICK
RESOLUTION 2025-07**

A RESOLUTION OF THE MAYOR AND COUNCIL OF BRUNSWICK TO ENACT THE FISCAL YEAR 2026 SYSTEM IMPROVEMENT FEE FOR OUT-OF-TOWN UTILITY USERS WITH THE CITY OF BRUNSWICK, MARYLAND.

WHEREAS, the Annotated Code of Maryland, Local Government Environment Article, Title 9; the City Charter Article VI, Section 602, Subsection F; and the City Code Section 4-2104 authorize the Mayor and Council to enact the annual System Improvement Fee for the City of Brunswick, and;

WHEREAS, the System Improvement Fee was enacted by Ordinance 576 on August 24, 2021, authorizing the Mayor and Council to establish a fee by Resolution, and;

WHEREAS, the System Improvement Fee will be collected at a rate of \$50 annually per in-town Properties (excluding the Village of Rosemont) collected through yearly property tax bills, of the \$50, \$25 will be dedicated to sidewalk improvement projects, \$15 towards water improvement projects, and \$10 towards sewer improvement projects, and;

WHEREAS, out-of-town utility users currently utilize and pay for water services only, so therefore \$15 annually will be collected per out-of-town water utility account quarterly on utility bills, and;

WHEREAS, out-of-town collected funds will be allocated towards water infrastructure projects only, and;

WHEREAS, this resolution supersedes Resolution 2024-08 which previously established the System Improvement Fee as \$0.00, and;

INTRODUCED at a regular public meeting of the Mayor and Council of Brunswick on March 25, 2025;

NOW THEREFORE BE IT ENACTED by the Mayor and Council of Brunswick the Fiscal Year 2026 the System Improvement Fee.

PASSED this 1st day of April, 2025 by a vote of ____for; ____against; ____abstaining; and____absent.

ATTEST:

COUNCIL OF THE CITY OF BRUNSWICK

Julie Martorana
City Administrator

By: _____
Name: Brian Sandusky
Title: Mayor Pro Tem

APPROVED this 1st day of April, 2025.

ATTEST:

Julie Martorana
City Administrator

Nathan Brown, Mayor
Date: _____



THE CITY OF BRUNSWICK MARYLAND

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

April Planning & Zoning / Code Enforcement

Staff Report

Mayor and Council 4-1-2025

Spring Property Maintenance Reminder

Codes Enforcement will be pushing out information to the community reminding them of the codes around property and yard maintenance. Planning and Zoning (PZ) staff will be disseminating this information via social media, the PZ website, the city website, HOAs in Brunswick Crossing and Gaylen Manor, and visual aid postings around town.

The following requirements will be included in the postings:

- Grass and weeds must not exceed a height of 12 inches. Property owners are required to cut and trim the entire property, including fence lines, planting beds, parking islands, vegetation growing in parking areas, public sidewalks, and the edges of roads and alleys that abut the property.
- Property owners must remove all clippings from public sidewalks and roadways.
- Unightly and invasive woody plants growing around and onto structures and adjacent properties must be cut and disposed of.
- Vegetation growing out of and hanging into public sidewalks must be removed.
- Noxious vines growing over structures must be cut.
- All vegetation hanging into roads and alleys must be cut to a minimum 9-foot clearance above the surface.
- Property must be maintained for the entire mowing season, ideally cutting every two weeks during normal conditions.

Additionally, staff will include the following important factors:

1. Vacant lots within the city are held to the same standards as occupied lots.
2. The city deals with property owners when it comes to enforcement, not tenants or subcontractors.

Update on iWorQs Systems and Public Portal Launch

Planning and Zoning has launched the iWorQs public portal, which will allow the citizens of Brunswick to apply for Zoning Certificates online. This new system is part of our ongoing efforts to improve efficiency and accessibility for our community.

INCORPORATED 1890

BIG TOWN
SMALL CITY

BRUNSWICKMD.GOV

Planning and Zoning staff has been using the iWorQs system internally since January to track applications, order inspections, and provide documents to applicants. The team has already integrated with the finance teams for online payment resolution and will be working with Public Works in the coming weeks to streamline the inspection process.

The public portal will enable residents to apply for Zoning Certificates, track the status of their applications, and make online payments. This initiative aims to streamline the application process and provide a more user-friendly experience for our citizens.

Key features of the iWorQs public portal include:

Online application submission for Zoning Certificates.

Real-time tracking of application status.

Online payment options for application fees.

We have been conducting training sessions with our staff to ensure a smooth transition to the new system and have tested the system internally and with the help of members of the development community.

The public portal is now live, and we are directing citizens to use this option when they call or visit our office regarding zoning certificates.

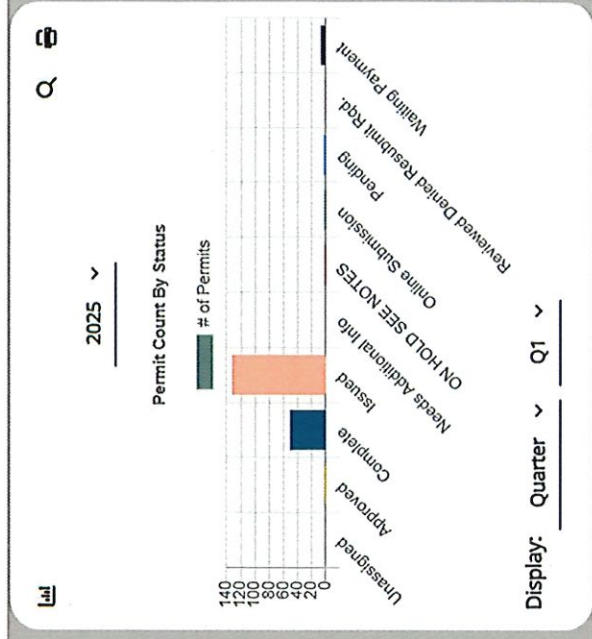
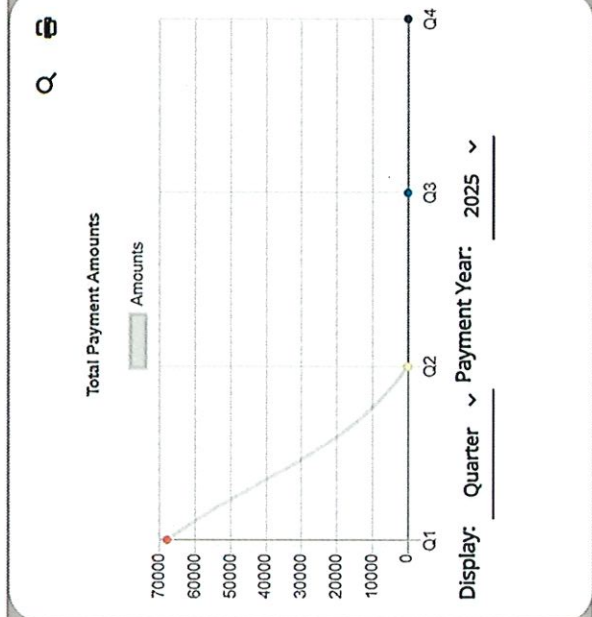
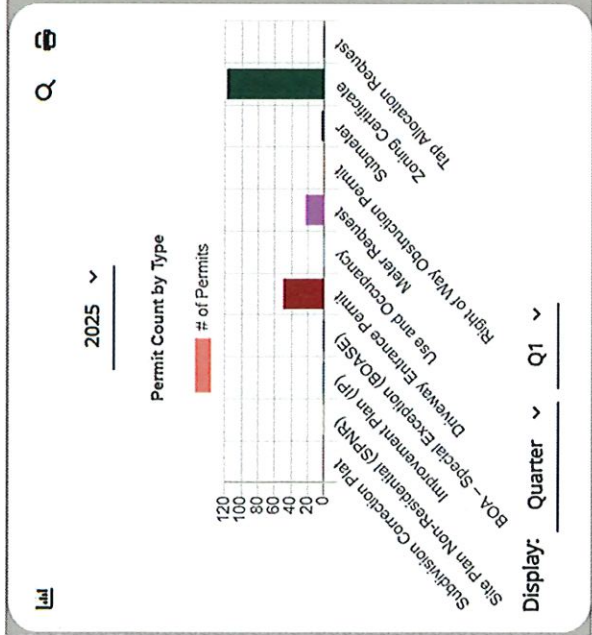
Additionally, we will be showcasing the new public portal at Springfest to further promote its use among the community.

Annexation Updates and Next Steps

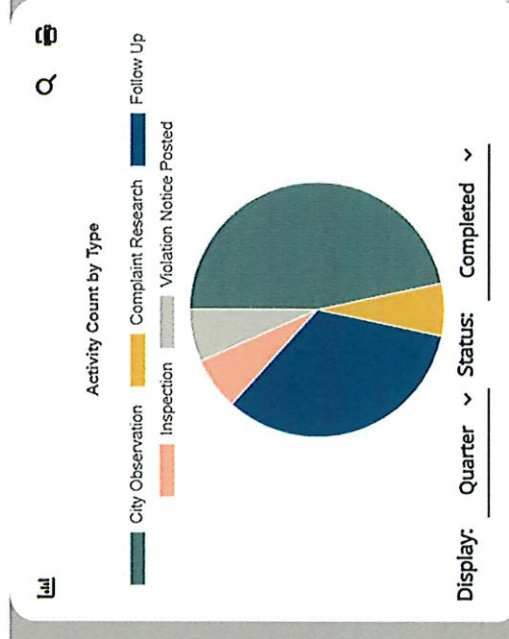
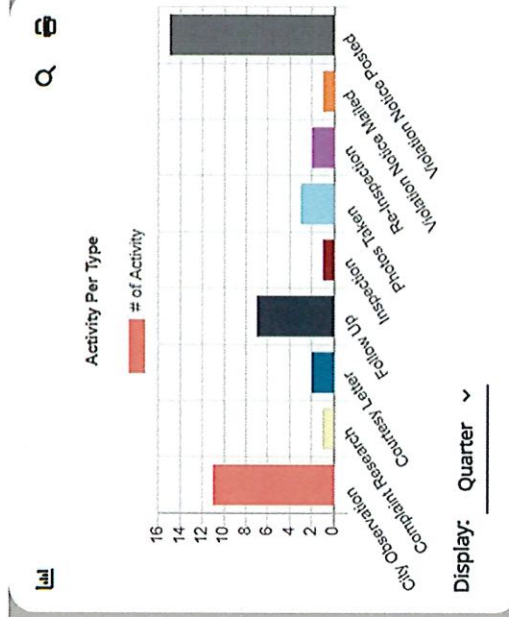
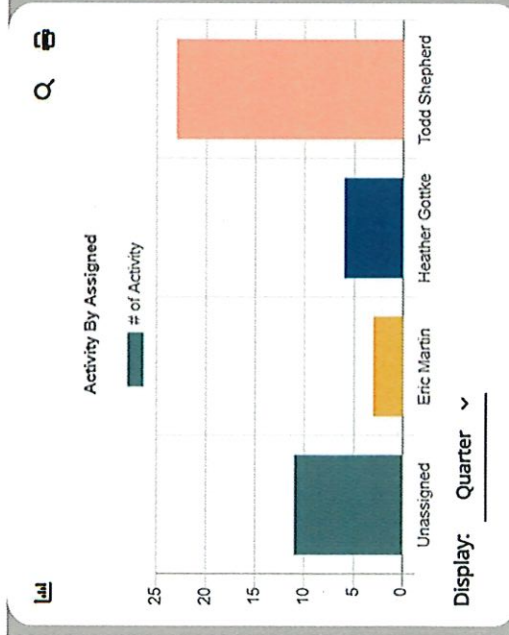
City Staff prepared one-pagers that will be shared with the residents of Brunswick to provide as much information as possible about the annexations, their histories, their next steps, and the benefits to the city of each annexation.

This information will be disseminated via social media, the Planning and Zoning website, the city website, and HOA contacts in Brunswick Crossing and Gaylen Manor. Copies will also be available at the Planning and Zoning Tent during Springfest.

Zoning Certificate Data – Q1 2025



Codes Enforcement Data – Q1 2025



Annexation Timeline and Next Steps

Initial Annexations

Vista Pointe: The original annexation of the Daugherty Property (113.504 acres) was approved on March 22, 1994.

Cooper Farm: The original annexation of 126.21549 acres was approved on May 27, 2008.

New Annexations

Vista Pointe: On December 23, 2024, the Planning Commission recommended approving the new annexation of the Ferris Property (57 acres) and Brylawski Property (15 acres).

The new annexation was discussed at a public hearing on February 11, 2025, and approved by Mayor & Council on February 25, 2025.

Cooper farm: On September 23, 2024, the Planning Commission recommended approving the new annexation of 23.98 acres (Parcels 121 & 315).

The new annexation was discussed at a public hearing on February 11, 2025, and approved by Mayor & Council on February 25, 2025.

Next Steps

Spring 2025

45-Day Annexation Referendum Deadline: Ensure all necessary steps are taken to meet the deadline for the annexation referendum.

County Water/Sewer Reclassification: Work with the county to reclassify the water and sewer services for the annexed areas.

Formal Submission of Phase II/III Preliminary Plan: Submit the preliminary plan for Phase II/III, including the Adequate Public Facilities Ordinance (APFO) review.

Mayor and Council Phase I Approval: Obtain formal approval from the Mayor and Council for Phase I of the project.

Summer 2025

Preliminary Plan Approval: Secure approval from the City Planning Commission for the Phase II/III preliminary plan and APFO compliance.

Prepare for W3/S3 County Water and Sewer Summer Cycle: Submitting reclassification applications, attending public hearings, and planning necessary infrastructure improvements.

Cooper Farm Annexation Summary

Initial Annexations, Timing, & Rights of the Developer

Before the new annexation of 23.98 acres (Parcels 121 & 315) of the Cooper Farm, an original 126.22-acre parcel from the Cooper Farm had already been incorporated into Brunswick's boundaries on approved on May 27, 2008, based on an annexation agreement with the Cooper family. The new annexation was initially discussed at a public hearing on February 11, 2025, and approved on February 25, 2025. The parcels are now combined into a single project for a more cohesive development.

Previously, the 126.22 acres of Cooper Farm was already within city limits, allowing development without the new annexation. However, this would have prevented the city from negotiating additional proffers. With the new annexation, the city has the ability to request proffers that benefit the community, and the developer can proceed with a Planned Unit Development (PUD) overlay, allowing up to 550 dwelling units exclusively for residents aged 55 and older.

Negotiated Proffers from Annexation to Benefit the City

- The city will receive \$7,478,350 in Water & Sewer capacity fees, with \$1,019,775 received up front.
- The multi-year tap agreement limits building permits to 100 per year, with unused permits rolling over to future years.
- The development will meet all APFO Traffic and Water & Sewer requirements for connections to existing infrastructure.
- The development will incorporate various types of age-restricted housing, aimed at increasing density, preserving green space, and enhancing walkability and connectivity.
- The developer will make improvements to the roads along Souder Road and MD 464.
- The developer will work with the City and State Highway Administration to improve the Souder Road / 2nd Avenue intersection and either construct the improvements or contribute up to \$150,000 for future construction.
- The developer will build a sidewalk along the north side of Souder Road with an SHA-approved crossing at 2nd Ave.
- Transfer at least 10 acres of land to the City for a public neighborhood park, design and develop it with community amenities.
- The Developer will work with Frederick County Public Schools to transfer a 7.52-acre property to the City.
- Transfer approximately 4 acres of land to the City for a senior/community center and recreation area.
- The developer will contribute \$35,000 to assist the City in creating a small area eastern gateway plan, which will examine infrastructure, road improvements and a welcome sign.

Cooper Farm Annexation Summary

- Explore trail connections into and through Galyn Manor to points east.
- Investigate the feasibility of expanding the existing pump station at Galyn Manor to manage the increased sewer flow and construct a new water storage tank.
- All decorative streetlights must be Potomac Edison-approved acorn-style LEDs.
- Developer will evaluate the potential for indoor or covered pickleball courts.

Vista Pointe Annexation Summary

Initial Annexations, Timing, & Rights of the Developer

Before the Ferris Property (57 acres) and Brylawski Property (15 acres) were annexed, the Daugherty Property (113.504 acres) had already been incorporated into Brunswick's boundaries on March 22, 1994, based on an annexation agreement from April 28, 1992. The Ferris / Brylawski annexation was initially discussed at a public hearing on February 11, 2025, and approved on February 25, 2025. These three properties are now combined into a single unified project, streamlining the development process.

Previously, the Daugherty Property was already within city limits, which meant the developer could proceed with the Vista Pointe development without needing the Ferris/Brylawski annexation. However, this would have prevented the city from negotiating additional proffers. With the new annexation, the city can now request proffers that benefit the community, while the developer can implement a Planned Unit Development (PUD) overlay across all three properties, allowing for up to 660 dwelling units exclusively for residents aged 55 and older.

Negotiated Proffers from Annexation to Benefit the City

- The city will receive \$8,974,020 in Water & Sewer capacity fees, with \$2,039,550 received up front.
- The multi-year tap agreement limits building permits to 100 per year, with unused permits rolling over to future years.
- The development will meet all APFO Traffic and Water & Sewer requirements for connections to existing infrastructure.
- The development will include different types of age-restricted housing to increase density, preserve green space, improve walkability and connectivity, and include a minimum of 10% affordable senior housing.
- Dedicate a 2.14-acre property in Rosemont for community uses, such as a community center, senior center, or athletic fields.
- Connect Vista Pointe to Knoxville Road with a closed section street, create a 4-way stop at Brunswick Street, extend sidewalks on both sides, and reconfigure the Dollar General parking lot to improve traffic flow and prevent cut-throughs.
- Connect West End Park and the south end of the Brunswick Crossing trail from the west along Brunswick Street to accommodate pedestrian and bicycle traffic.
- Ensure that drainage pipes in the New Addition to West End Park are properly sized to handle flash flooding and effectively manage ground and storm water.
- The developer will contribute \$45,000 to assist the City in creating a small area western gateway plan, which will examine infrastructure, road improvements and a welcome sign.
- All decorative streetlights must be Potomac Edison-approved acorn-style LEDs.



City of Brunswick Flag Redesign Contest CONTEST RULES

1. Eligibility

- Flag designers must currently live in Brunswick, Maryland.
- Each participant is allowed only one submission.

2. Submission Guidelines

- Designs must easily be displayed on a 3' x 5' cloth flag to be flown on a flagpole.
- Submissions must be original designs and cannot include copyrighted content or images of people without their consent.
- Each design must include a title and a narrative explaining the design.
- The design must create a positive message of unity and be an inclusive representation for all city residents.
- Designers younger than eighteen years of age should submit a parent consent form available online at www.BrunswickMD.gov/Flagredesigncontest
- Participants agree to allow the City of Brunswick to use their name, photograph, flag design, and narrative.

3. Submission Process

- Submissions will be accepted via email from **April 14, 2025, until June 13, 2025.**
- Submit a high-resolution PDF, JPG, or PNG in landscape format with the design title, narrative, designer name, completed form, and parental consent (if needed) to Flagredesigncontest@BrunswickMD.gov by **5 PM on Friday, June 13, 2025.**
- Incomplete or late submissions will not be considered.

4. Selection of Finalists

- Judges will meet in June to review submissions and select three final designs based on simplicity, color scheme, and message.
- The three final designs will be posted online for public voting.

5. Public Voting

- The public voting process will be conducted online from **June 23, 2025, to June 27, 2025.**
- The design with the highest number of votes will be declared the winner.

6. Announcement and Flag Raising Ceremony

- The winning design will be announced on **July 4, 2025**, by Mayor Nathan Brown via press release.
- A flag raising ceremony will be held at this years Railroad Days.