1. City Council Meeting Agenda

Documents:

AGENDA 06 08 2020.PDF

1.I. City Council Meeting Packet

Documents:

COUNCIL PACKET 06 08 20.PDF

AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, June 8, 2020 at 7 pm
https://www.facebook.com/westminstermd/

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A) Special Mayor and Common Council Meeting of April 30, 2020

B) Special Mayor and Common Council Meeting of May 4, 2020

C) Mayor and Common Council Meeting of May 11, 2020

D) Special Mayor and Common Council Meeting of May 18, 2020

3. PRESENTATION

A) Mayoral Proclamation, declaring June 15, 2020 as World Elder Abuse Awareness Day

4. CONSENT CALENDAR

A) Approval of April 2020 Departmental Operating Reports

B) Approval – Various Documents Related to Stonegate Section IV (Deed of Temporary Public Utility Easement, Deed of Stormwater Management Easement and Maintenance Agreement, Deed of Storm Drain Easement, and Deed and Lender Release

5. REPORT FROM THE MAYOR

6. COVID-19 PANDEMIC UPDATE

7. REPORTS FROM STANDING COMMITTEES

A) Arts Council

B) Economic and Community Development Committee

C) Finance Committee

D) Personnel Committee

E) Public Safety Committee

F) Public Works Committee

G) Recreation and Parks Committee

8. COUNCIL COMMENTS AND DISCUSSION

9. ORDINANCES & RESOLUTIONS

A) Adoption of Ordinance No. 922 – An Ordinance of the Mayor and Common Council of Westminster, Maryland Approving and Adopting a Budget for the Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021 – Ms. Palmer

B) Introduction of Ordinance No. 923 – An Ordinance of the Common Council of the Mayor And Common Council of Westminster, a Municipal Corporation of the State of Maryland (The "Issuer"), Providing for the Issuance and Sale of an Aggregate Principal Amount not to Exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) of Bonds of The Issuer, To Be Known As "The Mayor And Common Council Of Westminster Infrastructure Bonds, 2020 Series A" (Or By Such Other or Additional Designation or Designations as Required by the Community Development Administration Identified Herein) (The "Bonds"), to be Issued and Sold Pursuant to the Authority of Sections 4-101 through 4 255 of the Housing and Community Development Article of the Annotated Code of Maryland, as Amended, for the Purpose of (I) Financing or Refinancing Costs of the Project Identified Herein as the Westminster Community Pool Improvements Project, (Ii) Funding of Portion of a Capital Reserve Fund and/ or Other Reserves, and/ or (Iii) Paying Issuance and Other Costs Related to the Bonds; Providing that the Bonds shall be Issued Upon the Full Faith and Credit of the Issuer; Providing for the Disbursement of the Proceeds of the Sale of the Bonds and for the Levy of Annual Taxes upon all Assessable Property within the Corporate Limits of the Issuer for the Payment of The Principal of and Interest on the Bonds as they Shall Respectively Come Due; Providing for the Form, Tenor, Denominations, Maturity Date or Dates and Other Provisions of the Bonds; Providing for The Sale Of The Bonds; And Providing For Related Purposes, Including, Without Limitation, The Method of Fixing the Interest Rate or Rates to be Borne by the Bonds, the Approval, Execution and Delivery of Documents, Agreements, Certificates and Instruments, and the Making of or Providing for the Making of Representations and Covenants Concerning the Tax Status of Interest on the Bonds.

10. UNFINISHED BUSINESS

11. NEW BUSINESS

A) Approval - HRI, Inc. Contract Change Order #3 – Mr. Glass

B) Approval - FY 2021 Grant Agreement between the City of Westminster and the Westminster Municipal Band – Ms. Matthews

C) Approval - FY 2021 Grant Agreement between the City of Westminster and the Westminster Volunteer Fire Department – Ms. Matthews

D) Vote to Go into a Closed Meeting

12. DEPARTMENTAL REPORTS

13. CITIZEN COMMENTS

Please submit comments to Shannon Visocsky, City Clerk, at Comments@westgov.com. If you would like your comments to be submitted as part of the record, please provide your full name and address. The Council President will read submitted comments that include the required information during the meeting, and they will be reflected in the meeting minutes.

14. ADJOURNMENT

15. CLOSED MEETING

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D) Vote to Go into a Closed Meeting

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14. ADJOURNMENT

15. CLOSED MEETING

MINUTES

CITY OF WESTMINSTER
Special Meeting of the Mayor and Common Council
April 30, 2020 at 7 p.m.
https://www.facebook.com/westminstermd/

CALL TO ORDER

Elected Officials Present: Councilmember Chiavacci, Councilmember Dayhoff, Mayor Dominick, Councilmember Gilbert, President Pecoraro, and Councilmember Yingling.

Staff Present: Director of Human Resources Childs, Information Technology Manager Davidson, Director of Community Planning and Development Depo, Director of Public Works Glass, Police Chief Ledwell, City Administrator Matthews, Assistant Director of Recreation and Parks Mullendore, Director of Finance and Administrative Services Palmer, Executive Assistant Schlitzer, and Director of Housing Services Valenzisi.

President Pecoraro requested clarification on the requirements of the public hearing, related to the budget approval process. Ms. Matthews responded that the City has traditionally offered two opportunities for the community to provide feedback concerning the proposed budget; the second public hearing is scheduled for May 4, 2020.

REPORT FROM THE MAYOR

Mayor Dominick informed the Common Council that he was seeking their concurrence for his proposed COVID-19 hazard pay program. He stated that his proposal was to provide a one-time bonus of $1,500 to those employees who had continued to report to work as usual during the pandemic. Those who reported for onsite work at least 50% of the time, with the balance of time spent teleworking, would receive a bonus of $1,000. Ms. Matthews provided additional detail regarding program eligibility requirements, program funding, and the anticipated timing of the bonus payments.

Upon motion of Councilmember Gilbert, seconded by President Pecoraro, the Common Council unanimously agreed to support the Mayor's COVID-19 hazard pay proposal.

VOTE

AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

PUBLIC HEARING – ORDINANCE NO. 922

Mayor Dominick opened the public hearing regarding Ordinance No. 922, adopting and approving a budget for Fiscal Year 2021, at 7:21 p.m.

Ms. Palmer stated that the City's new fiscal year (FY) will commence on July 1, 2020. In accordance with Article II of the Charter of the City of Westminster and in consultation with the Mayor and members of the Common Council's Finance Committee, the City Administrator prepared a proposed budget for the Common Council's consideration. The City Administrator presented the proposed FY 2021 budget at the Mayor and Common Council meeting on April 27, 2020.

Ms. Palmer noted that the Common Council introduced Ordinance No. 922 on April 27, 2020. This public hearing provides Westminster residents and other interested parties with the opportunity to offer their thoughts and opinions as the Mayor and Common Council continues its deliberations regarding

the budget proposal; a second public hearing concerning the proposed FY 2021 budget will be held on May 4, 2020 at 5:30 p.m. Ms. Palmer stated that the Common Council was scheduled to adopt Ordinance No. 922 on May 11, 2020.

President Pecoraro informed the audience that, while the Mayor and Common Council were holding virtual meetings, Citizen Comments could be submitted to Ms. Visocsky by e-mail (svisocsky@westgov.com) or by contacting her at (410) 848-4938.

There being no public testimony, Mayor Dominick closed the public hearing at 7:25 p.m. He added that the public can offer comments until 4:30 p.m. on Monday, May 4, 2020, at which time the current hearing record would be closed; a new record would be opened for testimony and comments provided for the second public hearing regarding Ordinance No. 922.

BUDGET WORK SESSION #1

Ms. Matthews stated that discussion topics for the two scheduled budget work sessions had been determined in consultation with the Mayor and members of the Common Council's Finance Committee. She noted that the three topics to be addressed during Budget Work Session #1 were:

- Fiber Fund budget;
- Financial support to Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC); and,
- Compensation and Classification Study briefing.

Ms. Matthews then presented information on each of these topics. A copy of Ms. Matthew's presentation is attached to these minutes and incorporated herein by reference.

Fiber Fund Budget

In her presentation, Ms. Matthews provided information on projected FY 2021 fund revenues, expenditures, and subscriber take rates. She also addressed the parameters of the $1.3 million State operating loan, noting that it is anticipated that the loan proceeds will be exhausted by FY 2023. Ms. Matthews stated that, even with the drawdown of State loan proceeds, a transfer from the General Fund to the Fiber Fund would be required in FY 2021.

Councilmember Yingling inquired what take rate would be necessary for the Fiber Fund to break even. Ms. Palmer responded that this was a difficult question to answer, as the number of passed premises was a fluid figure; however, the required take rate was possibly over 50%.

Councilmember Yingling then asked what level of General Fund transfer would be needed in the future to bring the Fiber Fund into balance. Ms. Palmer noted that the City would be drawing down approximately $500,000 in State loan proceeds in addition to the General Fund transfer of about $200,000. When the State loan proceeds were exhausted, the City would need to either identify a new revenue source or increase the General Fund transfer.

President Pecoraro stated that a General Fund subsidy of the Fiber Fund was anticipated. He added that a previous Common Council anticipated a 10- to 12-year period during which the General Fund would subsidize the Fiber Fund's debt service payments.

Mayor Dominick stated that, while City residents benefited from construction of the Westminster Fiber Network, the City was facing a growing level of subsidy of the Fiber Fund. It was important to understand what level of subsidy would be required, as the General Fund transfer to the Fiber Fund impacted other aspects of the budget. Mayor Dominick noted that earlier projections indicated that the City would cover its fiber debt service costs at a take rate of 20%; that was no longer the case. The Mayor emphasized the importance of being pragmatic about the looming problem, and taking the necessary, proactive measures to address it.

Councilmember Yingling added that he believes the State of Maryland will continue to invest in the Westminster Fiber Network. He informed his colleagues that he had spoken with Graham Dodge, MAGIC Executive Director, about working collaboratively to develop a formal economic development plan for the City.

Councilmember Chiavacci proposed the formation of a committee to focus specifically on fiber-related matters; committee members would include elected officials and others. Councilmember Yingling stated that he was not supportive of forming another committee.

Mayor Dominick noted that former Council President Robert Wack was the driving force behind construction of the Westminster Fiber Network. During the construction progress, Dr. Wack held bi-weekly meetings with City staff (Mr. Glass, Ms. Palmer, Ms. Matthews, Mr. Davidson, and Deputy Public Works Director Dick), and a Ting representative. Mayor Dominick stated that he participated in those meetings as well. The meetings have occurred less frequently since completion of the Network's construction. Mayor Dominick recommended that further discussion regarding the fiber project be held under the auspices of the Economic and Community Development Committee. President Pecoraro requested that the Committee take up this matter in the near future.

The elected body then discussed the possible expansion of the Westminster Fiber Network outside the City's corporate limits. Mayor Dominick commented on the construction approach undertaken by the City, stating that the City essentially built two networks, which was very costly. He noted that the Fiber Fund is not self-supporting, adding that City taxpayers could not pay for service to be provided to non-City residents.

At the conclusion of the discussion, President Pecoraro recommended that a meeting be scheduled in the near future with Ting to discuss its marketing plan.

Financial Support to MAGIC

During her presentation, Ms. Matthews stated that the FY 2021 budget proposal assumed $80,000 in grant funding to MAGIC. She noted the City has provided funding to MAGIC in the amount of $80,000. Ms. Matthews stated that the City had also provided an $80,000 grant in fiscal years 2018, 2019, and 2020 – for a total of $240,000. She informed the Mayor and Common Council that, prior to FY 2018, the City has made contractual payments to the then MAGIC Executive Director.

Mayor Dominick stated that MAGIC is a good organization, but that the benefits of its work do not necessarily accrue to the City. He expressed his support for providing continued financial support to MAGIC in FY 2021. Mayor Dominick proposed decreasing City funding to MAGIC by $20,000 each year, so that MAGIC had time to adjust to decreased City financial support

Councilmember Gilbert expressed her support for Mayor Dominick's proposal regarding funding to MAGIC. She stated that the City's financial support has provided an incubation period for MAGIC, and that it was now time for MAGIC to grow on its own like other non-profits in the area.

Councilmember Yingling asked that Mr. Dodge be involved in the conversation to build a group of experts on how to better leverage the Westminster Fiber Network to attract talent and promote job placement within the City.

Councilmember Dayhoff encouraged his colleagues to maintain the funding amount for MAGIC to ensure appropriate marketing of the Westminster Fiber Network. He then expressed his support for Mr. Dodge's direction for the organization. Councilmember Dayhoff stated that a decision about any future funding should be made next year, adding that he did not believe MAGIC would need the full $80,000.

Councilmember Chiavacci expressed his support for an $80,000 grant to MAGIC in FY 2021. He added that future funding was an issue for next year's budget cycle. Councilmember Chiavacci stated that he understood Mayor Dominick's perspective that MAGIC should become less dependent on City funding.

Mayor Dominick stated that MAGIC's primary focus is not marketing the Westminster Fiber Network, adding that the City had put minimal resources into promoting the Network to date. He noted that MAGIC needed to know the City's intentions regarding future funding so that it could plan accordingly. Mayor Dominick suggested that any decrease in funding to MAGIC be allocated for marketing the Westminster Fiber Network. Councilmember Chiavacci concurred with the Mayor's comments.

President Pecoraro expressed his support for MAGIC's current direction. He added that MAGIC's focus is workforce development, with a goal of realizing short-term economic development coming into the City; Mr. Dodge is promoting that goal. President Pecoraro suggested refinement of MAGIC's goals and evaluating its progress in meeting them before making a decision to decrease funding.

Councilmember Gilbert noted that it's common practice to budget for both present and future needs. She urged her colleagues to address future funding to MAGIC sooner rather than later.

Mayor Dominick stated that technology business decisions are often driven by where the entrepreneur wishes to live. He commented on the importance of investing in quality of life matters, such as the City's special events, sidewalk repairs, etc.

At the conclusion of the discussion, the elected body agreed to have further discussion of this matter in the next three to four months.

Compensation and Classification Study Briefing

Ms. Matthews presented information on the last of the three work session discussion topics. She stated that the City undertook an assessment of its salary and benefit structure in FY 2018; the prior Compensation and Classification Study was conducted 12 years earlier. Ms. Matthews stated that the City was implementing the Study results in three phases; she provided information on the work undertaken in each phase of the implementation process. She informed the Mayor and Common Council that the FY 2021 budget proposal included funding for a 2% across-the-board adjustment for all benefited staff ($160,000, all funds), and additional funding to address salary compression issues in Phase 3 of the Study implementation process ($78,000, all funds).

President Pecoraro informed his colleagues that the Finance Committee endorsed the wage adjustment proposal, noting the importance of implementing the Study results.

Mayor Dominick stated that his number one priority, outside of serving City residents, was ensuring that City staff was paid fairly and competitively. He noted that the City had fallen behind other jurisdiction during the recession in the late 2000s. Mayor Dominick noted that the Compensation and Classification Study got underway during his tenure, and that the City needed to keep moving forward with implementing the Study results.

Councilmember Yingling agreed that the City must continue investing in its personnel. He expressed his appreciation to his colleagues, Ms. Matthews, and Ms. Childs for their work to ensure this.

Councilmember Chiavacci noted that the late 2000s were a difficult time for all local governments, requiring tough decisions to be made. Unlike other jurisdictions, the City was able to avoid layoffs and staff furloughs. He noted that employee salary increases were an ongoing cost that must be funded. Councilmember Chiavacci expressed his support for the FY 2021 employee wage proposal.

Councilmember Dayhoff questioned whether the City was making enough headway and expressed concern about the City's salary competitiveness in certain staffing areas.

Ms. Matthews concluded her presentation by noting the items scheduled to be discussed at Budget Work Session #2:

- Westminster Municipal Pool improvements; and,
- Westminster Family Fitness Center operating deficit.

She inquired if there were other desired discussion points or data requests. There were none.

ADJOURNMENT
President Pecoraro adjourned the meeting at 9:03 pm.

Respectfully Submitted,

Samantha Schlitzer, Executive Assistant

Full audio version is available on www.westminstermd.gov

Proposed FY 2021Budget

MAYOR AND COMMON COUNCIL WORK SESSION

APRIL 30, 2020

Work Session Topics

- Fiber Fund budget
- Financial support to Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC)
- Compensation and Classification Study briefing

Fiber Fund

- Fund revenues = $1.4 million
  - Ting contractual payments = $0.7 million
  - State loan drawdown = $0.5 million
  - General Fund transfer = $0.2 million

- Take rate assumptions
  - Constant take rate for phases with subscriber rates above 20%
  - Those currently below 20% will be at 20% as of July 1, 2020

Fiber Fund

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- State operating loan
  - Amount = $1.3 million
  - 30-year term, 0% interest
  - Payable at end of 30-year term
  - Debt service ineligible
- FY 2020 State loan drawdown = $0.4 million projected
- FY 2021 State loan drawdown = $0.5 million

Fiber Fund

5

- FY 2021 revenues insufficient to cover debt service
- State loan proceeds cannot be used for debt service
- General Fund operating transfer required = $203,025

Fiber Fund

- Budget discussion points
  - Enterprise fund that is not self-supporting
  - State loan depletion anticipated no later than FY 2023

MAGIC Financial Support

- FY 2021 Proposed Grant = $80,000
  - Fiber Fund expenditure
- Grant funding also provided FY 2018 – FY 2020
  - Aggregate amount = $240,000
- Financial support prior to FY 2018
  - Contractual payments to then MAGIC Executive Director

MAGIC Financial Support

- Budget discussion points
  - Confirmation of FY 2021 funding level
  - Funding beyond FY 2021

Compensation & Classification Study

- Study undertaken in FY 2018
  - Assessment of City's salary and benefit structure
  - Prior study conducted 12 years earlier

- Evergreen found that employee salaries were clustered below the existing salary range midpoints

1st Quartile	2nd Quartile	3rd Quartile	4th Quartile
60.9%	22.5%	9.3%	7.3%

Compensation & Classification Study

- Evergreen collected public sector salary range data for 54 benchmark classifications (subset of all) and compared the data at the average market

Benchmark Classifications	Differential at the Range Minimum	Differential at the Range Midpoint	Differential at the Range Maximum
Overall Average	-11.6%	-13.6%	-13.7%

- New market competitive salary structure put in place in July 2018

- Study results being implemented in 3 phases

Compensation & Classification Study

- Phase 1 of Study implementation process (FY 2019)
  - Adoption of new salary structure
  - Employee salaries brought up to new pay grade minimum
  - Approximately 90 employees received Study adjustment
- Phase 2 of Study implementation process (FY 2020)
  - Initial step to address salary compression issues
  - About 100 employees received Study adjustment

Compensation & Classification Study

- Phase 3 of Study implementation process (FY 2021)
  - Further step to address salary compression issues
  - Mirror image of Phase 2 adjustments
  - Approximately 80 employees will receive adjustments
  - Cost (all funds) = $78,000

- Other proposed wage adjustment
  - 2% across-the-board for eligible staff
  - Cost (all funds) = $160,000

Compensation & Classification Study

- Budget discussion points
  - Confirmation of Phase 3 Study implementation
  - Confirmation of 2% across-the-board adjustments

FY 2021 Budget Calendar

- May 4, 2020 at 5:30 p.m.
  - Budget Public Hearing #2
  - Budget Work Session
- May 11, 2020 at 7:00 p.m.
  - Adoption of Budget Ordinance

May 4 Work Session Topics

- Westminster Municipal Pool
  - Extent of improvements
  - Funding mechanism for any bond issuance
- Westminster Family Fitness Center
- Other discussion points/data requests?

MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Special Meeting
Monday, May 4, 2020 at 5:30 pm
https://www.facebook.com/westminstermd/

CALL TO ORDER

Elected Officials Present: Councilmember Chiavacci, Councilmember Dayhoff, Mayor Dominick, Councilmember Gilbert, President Pecoraro, and Councilmember Yingling.

Staff Present: Director of Human Resources Childs, Director of Community Planning & Development Depo, Director of Public Works Glass, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Attorney Levan, City Administrator Matthews, Assistant Director of Recreation and Parks Mullendore, Director of Finance and Administrative Services Palmer, Director of Housing Services Valenzisi, and City Clerk Visocsky.

PUBLIC HEARING

Ordinance No. 922

Mayor Dominick conducted a public hearing regarding Ordinance No. 922, an Ordinance of the Mayor and Common Council of Westminster, Maryland, approving and adopting a Budget for the Fiscal Year Beginning July 1, 2020 and ending June 30, 2021.

Ms. Palmer stated that this was the second public hearing held regarding Ordinance No. 922, an ordinance that would approve and adopt the FY 2021 budget and also set the City's tax rates. She noted that the ordinance was introduced on April 27, 2020 and the first public hearing was held on April 30, 2020. Ms. Palmer informed the Mayor and Common Council that Ordinance No. 922 was scheduled to be approved on May 11, 2020.

Mayor Dominick requested that Ms. Visocsky read the public comments that had been received. Ms. Visocsky then read several emails that she had received regarding Ordinance No. 922.

Mayor Dominick stated that Ms. Visocsky had informed him of additional comments she had received just prior to the meeting regarding the proposed closure of the Family Fitness Center. He noted that there would be time between the May 4, 2020 meeting and adoption of the budget for interested parties to submit comments before a final decision regarding the Fitness Center was made.

Councilmember Chiavacci stated that the Mayor and Common Council were charged with making difficult decisions regarding the FY 20201 budget and the City's long-term financial future. He added that comments suggesting that Mayor Dominick stood to personally gain if the Fitness Center were to be closed were inaccurate and unfair to the Mayor. Councilmember Chiavacci stated that the Mayor's proposal to close the Fitness Center, which had been running at a deficit for many years, was intended to free up funds to address other community needs. Councilmember Dayhoff echoed Councilmember Chiavacci's comments, stating that those making such comments were being unfair to the Mayor.

Mayor Dominick stated that the record for the April 30, 2020 public hearing would remain open until the close of business on May 7, 2020.

REPORT FROM THE MAYOR

None.

COUNCIL COMMENTS AND DISCUSSION
Councilmember Chiavacci stated that the development of the budget required the Mayor and Common Council to determine how to best direct the available funding, requiring incredibly difficult choices. He noted that the Mayor's proposal to close the Fitness Center also entailed the redirection of funding to the Phase 3 implementation of the Compensation and Classification Study, adding that it was important for the City to invest in its staff. Councilmember Chiavacci noted that City resources had to be allocated among competing needs, which often came down to making the least painful choice.

Councilmember Yingling informed his colleagues that the Economic and Community Development Committee would be meeting the week of May 11, 2020. The Committee would be holding a discussion with Graham Dodge, Executive Director of the Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC), regarding how the City and MAGIC could collaborate on economic development matters.

President Pecoraro commented on a *Carroll County Times* article featuring Acting Corporal Ashley Stahlman, an officer with the Westminster Police Department. The article addressed Acting Corporal Stahlman's experience as a police officer and her interaction with the citizens of Westminster during the COVID-19 pandemic. President Pecoraro expressed his appreciation to Acting Corporal. Stahlman for her service to the Westminster community.

UNFINISHED BUSINESS
None.

BUDGET WORK SESSION #2
Ms. Matthews stated that discussion topics for the two scheduled budget work sessions had been determined in consultation with the Mayor and members of the Common Council's Finance Committee. She noted that the two topics to be addressed during Budget Work Session #2 were:

- Pool Complex improvements; and,
- The Family Fitness Center.

Ms. Matthews then presented information on each of these topics. A copy of Ms. Matthew's presentation is attached to these minutes and incorporated herein by reference.

Pool Complex Improvements
In her presentation, Ms. Matthew provided information on the facility audit undertaken in FY 2019. She also provided a breakdown of the pool improvements currently provided for in the FY 2021 budget proposal, including their associated cost. Ms. Matthews stated that the FY 2021 budget as submitted assumed bond financing of the improvements. Staff was looking for direction from the Mayor and Common Council as to the extent of the improvements to be undertaken and how to pay for them.

Councilmember Chiavacci stated that pool options were limited in the Westminster area. The Westminster Municipal Pool provided an affordable option for City residents.

Councilmember Yingling inquired about the number of pool members. Ms. Mullendore replied that there were approximately 1,400 members, of which 76% were City residents and 24% were non-residents.

Councilmember Yingling then asked about pool membership costs. Ms. Mullendore noted that the fees were raised for the 2020 season, and shared the following information:

- $139 for an individual resident membership and $169 for individual non-resident membership;

- $235 for a resident family membership (up to six members) and $315 for a non-resident family membership;

- $20 for an additional family member under the age of 18 if a City resident and $30 for a non-resident;

- $55 for a ten-visit admission punch card tickets; and,

- $7 per person daily admission; children under 2 years of age free with a paid adult admission.

President Pecoraro noted that the Finance Committee had discussed and endorsed the increase in membership rates for the 2020 season.

Councilmember Yingling noted that certain issues needed to be addressed at the pool, while other items were discretionary. He encouraged his colleagues to carefully consider the debt service payment and how the City would pay for it.

Councilmember Chiavacci suggested that the full scope of improvements remain in the budget for the time being, so that the Mayor and Common Council had more time to discuss project phasing and funding.

Councilmember Gilbert concurred with Councilmember Chiavacci. She noted that it was uncertain whether the City would even be able to open the pool in 2020 due to the COVID-19 restrictions.

Councilmember Dayhoff expressed his support for deferring a decision until a later date. He endorsed the idea of bonding the project, so that the cost was spread out.

Ms. Matthews and Ms. Palmer informed the Mayor and Common Council that the City had a limited period of time in which to make a decision regarding bonding, as the State would go out for pricing within the next 60 days. Ms. Matthews stated that she would reach out to the State to get a more definitive timeline of what actions the City would need to take if it intended to pursue bond financing. The Mayor and Common Council concurred with Ms. Matthews' recommendation.

Family Fitness Center
In her presentation, Ms. Matthews provided financial information on the Family Fitness Center, noting that it had operated at a deficit since at least FY 2014. The projected FY 2021 operating deficit was $209,437. She also shared information on FY 2021 capital projects related to the Fitness Center.

Mayor Dominick stated that there had been considerable discussion in recent years regarding the Family Fitness Center because it had been losing money for a long time. Discussions took place in both the Finance Committee and the Recreation and Parks Committee, as well as by the full elected body.

Mayor Dominick noted that the majority of Fitness Center members were non-residents, which meant that City taxpayers were subsidizing services for those living outside of Westminster. Mayor Dominick stated that challenge before the Mayor and Common Council was how to balance competing needs. He added that the Westminster Fiber Network was a big undertaking that was constraining the City budget. Mayor Dominick stated that the City needed to do more to promote the Fiber Network and to address the lagging pay of its staff. He stated that Phase 1 of implementing the results of the Compensation and Classification Study had been successful, and the City had taken initial steps in Phase 2 to address salary compression issues.

Mayor Dominick recommended to his colleagues that the Fitness Center be closed due to the projected operating deficit of $209,437. Doing so would free up funding to promote the Westminster Fiber Network and to increase funding for the Phase 3 implementation of the Compensation and Classification Study. Additionally, closing the Family Fitness Center would allow the City to re-allocate the FY 2021 funding currently allocated for equipment replacement and shower room renovations.

Councilmember Yingling commented that, while this was a difficult decision, he agreed with Mayor Dominick and supported his proposal.

President Pecoraro asked Ms. Gruber for the breakdown of Fitness Center members. Ms. Gruber replied that there 40% were City residents and 60% were non-City residents.

Councilmember Gilbert commended Mayor Dominick for bringing forward his proposal, adding that the points he raised were compelling. She supported his desire to invest in City staff.

Councilmember Gilbert inquired if it would be possible to still offer group fitness classes if the Fitness Center closed. Ms. Gruber replied that there were numerous available business models that could be explored.

Councilmember Dayhoff stated that he wanted to ensure that the City could maintain other Recreation and Parks programming. He noted that staffing was needed for the various special events, which bring many visitors to Westminster.

President Pecoraro asked Mayor Dominick if his proposal envisioned only the closure of the Fitness Center component, but continued City ownership of the Armory. The Mayor responded affirmatively.

Councilmember Yingling inquired if a motion was needed. President Pecoraro responded that there appeared to be strong support for the Mayor's proposal. Councilmember Dayhoff stated that he valued the Fitness Center, but that he would go along with the Mayor's proposal for business reasons.

Ms. Matthews inquired if the FY 2021 funding for capital projects related to the Fitness Center should be removed. Councilmember Dayhoff suggested that the funding for equipment purchases be removed, but that the $75,000 for shower room renovations remain in the event that space in the building needed to be reconfigured. There was support for Councilmember Dayhoff's suggestion.

Ms. Matthews informed the Mayor and Common Council that she and Ms. Childs would need to work with Evergreen Solutions on a new Phase 3 implementation plan. It was agreed that the Personnel Committee would review the new Phase 3 plan.

CITIZEN COMMENTS

Jason Stambaugh, 52 Chase Street, thanked the Mayor and Common Council for broadcasting meetings live on Facebook; he also expressed his appreciation for their service to the community. Mr. Stambaugh then followed up on Councilmember Yingling's comments earlier in the meeting, and urged the City to develop and adopt a formal economic development strategy and plan to guide investment and policy decisions for years to come.

Kate Carter, 42 W. Green Street, requested that the City consider re-opening its tennis, pickleball, and basketball courts. She stated that citizens can effectively practice social distancing and abide by the Governor's mandate while participating in those outdoor recreational activities. In addition, Ms. Carter requested that pickleball lines be painted on the courts located at King Park.

ADJOURNMENT
President Pecoraro adjourned the meeting at 7:51 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

Proposed FY 2021Budget

MAYOR AND COMMON COUNCIL WORK SESSION

MAY 4, 2020

Work Session Topics

- Pool Complex improvements
- Family Fitness Center
- Other topics?

Pool Complex Improvements

- Facility audit undertaken in FY 2019
  - Assessment of future maintenance needs
  - Identification of potential enhancements to the Complex
- Lothorian LLC conducted facility audit
  - Findings presented on August 26, 2019
- FY 2021 budget proposal
  - Includes $2,995,500 for Pool Complex improvements

Pool Complex Improvements

- Cost breakdown
  - "Pool within a pool" installation = $657,000
  - New plumbing, filtration equipment and filtration building = $357,000
  - New splash pad installation = $290,000
  - New learning pool = $248,000
  - Building renovations (office, locker rooms, etc.) = $1.0 million
  - Anticipated engineering and inspection services = $385,500
- Budget proposal assumes full scope, done as one project
  - Work could be phased

Pool Complex Improvements

- FY 2021 budget assumes bond financing for improvements
  - Preliminary, non-binding application filed with Maryland CDA
  - Anticipated debt service (full scope) = $185,000 - $200,000 annually

- Budget discussion points
  - Extent of improvements
  - Financing mechanism for debt service

Family Fitness Center

- Revenues comprised of membership fees
  - Majority of members are non-City residents
- Operational costs tracked in separate cost center
  - Virtually all costs are personnel-related
  - Benefited positions and non-benefited staff members

Family Fitness Center

Westminster Family Center Revenue and Expenditure History FY 2014 - FY 2020							
	2014	2015	2016	2017	2018	2019	FY2020 through 4/1/20
Revenue	176,917	194,058	167,813	179,128	230,523	265,105	192,062
Expense	391,022	466,384	453,428	466,087	508,528	509,813	307,474
Loss/Gain	(214,105)	(272,326)	(285,615)	(286,959)	(278,005)	(244,708)	(115,412)

Family Fitness Center

- Projected FY 2021 operating deficit = $209,437
- FY 2021 capital projects ($90,000)
  - Equipment replacement
  - Shower room renovation

Wrap Up

- Other discussion topics?
- Budget Calendar
  - Adoption of budget ordinance – May 11, 2020

MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, May 11, 2020 at 7 pm
https://www.facebook.com/westminstermd/

CALL TO ORDER

Elected Officials Present: Councilmember Chiavacci, Councilmember Dayhoff, Mayor Dominick, Councilmember Gilbert, President Pecoraro, and Councilmember Yingling.

Staff Present: Director of Human Resources Childs, Director of Community Planning and Development Depo, Director of Public Works Glass, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Attorney Levan, City Administrator Matthews, Assistant Director of Recreation and Parks Mullendore, Director of Finance and Administrative Services Palmer, Director of Housing Services Valenzisi, and City Clerk Visocsky.

Guests: Ashley Hershey, Manager, and Wanda Lynn, Principal, of Brown Schultz Sheridan & Fritz; and, Val Giovagnoni, Manager of Westminster Manager for Ting Internet.

APPROVAL OF MINUTES

President Pecoraro requested a motion to approve the minutes of the Mayor and Common Council Meeting of April 27, 2020.

Councilmember Gilbert moved, seconded by Councilmember Dayhoff, to approve the minutes of April 27, 2020.

VOTE

AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

PRESENTATIONS

Mayoral Proclamation

Mayor Dominick read a Mayoral Proclamation, declaring May 17 – 23, 2020 as National Public Works Week.

FY 2019 Financial Reports

Ms. Lynn and Ms. Hershey, of Brown Schultz Sheridan & Fritz, presented the Fiscal Year (FY) 2019 Financial Reports. A copy of their presentation is attached to these minutes and incorporated herein by reference.

Following the presentation of Ms. Lynn and Ms. Hershey, the Mayor and Common Council discussed the audit findings and the associated corrective action plan included in the agenda materials. It was agreed to schedule a follow up discussion regarding the corrective action plan, most likely in June.

Quarterly Update – Westminster Fiber Network Project

Ms. Matthews provided financial data related to the fiber project. In her remarks, she noted the reduction in passed premises since the last quarterly update based on a review by Mr. Dick.

Ms. Giovagnoni, of Ting Internet, the presented the quarterly update for the Westminster Fiber Network project. A copy of her presentation is attached to these minutes and incorporated herein by reference.

Following Ms. Giovagnoni's presentation, Mayor Dominick commented on the partnership between the City and Ting Internet for the Westminster Fiber Network Project. He shared the importance of the City helping Ting to promote the project. While marketing was Ting's responsibility by contract, Mayor Dominick noted that the City benefits financially as well by more subscribers. He recommended that the City make an investment for the next year or two to raise awareness of the Westminster Fiber Network.

Councilmember Dayhoff inquired about long-term business contracts. Mayor Dominick said that some vendors enforced such contracts, while others did not. The Mayor stated that most business contracts were generally one to three years in duration.

In addition, Mayor Dominick noted that as residents meet the term of their current contracts with other suppliers, they then have the option to switch to Ting Internet. Ms. Giovagnoni informed the Mayor and Common Council that Ting offers assistance for paying early termination fees due to competitors. Councilmember Dayhoff complimented Ting on its marketing efforts.

REPORT FROM THE MAYOR

Mayor Dominick shared that Lieutenant Doug Johnston, retired police officer of the Westminster Police Department, recently passed away. Due to the COVID-19 pandemic, regular funeral services could not be held for him.

Mayor Dominick reported that he had corresponded with other municipal mayors about providing flexibility to restaurants so that they could offer outdoor dining, while meeting capacity and physical distancing guidelines. He would like to see the City support its restaurants in this way, provided the Governor's Executive Orders were followed.

Mayor Dominick then shared that he and Councilmember Chiavacci had spoken about doing something to congratulate the local high school and McDaniel College students graduating in 2020. Due to the COVID-19 pandemic and the shutdown of schools, graduation ceremonies were not being held. Mayor Dominick stated that he would like to recognize them and demonstrate the City's support.

Mayor Dominick informed his colleagues that the Carroll County Commissioners discussed the idea of waiving liquor license fees for restaurant owners in order to help them during this difficult time. Commissioner Wantz proposed waiving the liquor license fee of $1,500 per year for each restaurant that sold alcoholic beverages. Other members of the Board of Commissioners shared compelling arguments against doing so, since the proposed waiver would not apply to liquor stores. Mayor Dominick informed his colleagues that this was a County decision, not the City's. Ultimately, Commissioner Wantz's proposal was not enacted, which Mayor Dominick felt was unfortunate.

COVID-19 PANDEMIC UPDATE

Ms. Matthews informed the Mayor and Common Council that, according to the Governor's Executive Order, the City is to submit a plan to expand its recreational activities to Ed Singer, Health Officer for Carroll County. Staff was seeking guidance from the elected body as to what to include in its plan. The City's outdoor recreation facilities included tennis, pickleball, and basketball courts; the Skate Park, City playgrounds, and park pavilions.

Following discussion, the Mayor and Common Council agreed that the plan submitted to Mr. Singer should include the proposed re-opening of the City's tennis and pickleball courts and the Skate Park. The City would continue to keep playgrounds, park pavilions, and basketball courts closed due to the difficulty in maintaining safe physical distancing at these locations.

Chief Ledwell noted that the Police Department was currently doing regular checks of all the City's recreational outdoor facilities, to ensure enforcement of the Governor's Executive Orders.

The Mayor and Common Council requested that Ms. Matthews provide them with a copy of the plan following its submission to Mr. Singer, and to share a copy of Mr. Singer's decision regarding the plan upon receipt.

REPORTS FROM STANDING COMMITTEES

There were no reports from the following Standing Committees: Economic and Community Development, Finance, Personnel, Public Works, and Recreation and Parks.

Councilmember Dayhoff, on behalf of the Carroll Arts Council, reported that the Carroll Arts Center continues to brainstorm and create virtual events during the COVID-19 pandemic. He commented that the virtual PEEPshow was a success.

Councilmember Chiavacci, on behalf of the Public Safety Committee, reported that calls to the Police Department remained low. He thanked the Westminster Police Department and Westminster Volunteer Fire Department for their continued service to the community during the COVID-19 pandemic.

COUNCIL COMMENTS AND DISCUSSION

Councilmember Chiavacci shared with his colleagues that he had been contacted by a business owner regarding outdoor dining. He requested that staff investigate ways for the City to support expanded outdoor dining, including the possible use of parking lots. Councilmember Chiavacci recommended that the City waive any associated fees.

Councilmember Yingling suggested that the City staff reach out to restaurant operators to get their input as to what approach would best suit their needs.

Councilmember Chiavacci noted Mayor Dominick's proposal of May 4, 2020 to close the Westminster Fitness Center due to its longstanding operational deficit, and to redirect those funds to marketing of the Westminster Fiber Network and to increased funding for the Phase 3 implementation of the Compensation and Classification Study. He noted that the Common Council had informally supported the Mayor's proposal and directed staff to make the necessary modifications to the budget adoption ordinance.

Councilmember Chiavacci stated that, after hearing from users of the Fitness Center, it was apparent that the Fitness Center provides immeasurable value to the community. He stated that the Fitness Center serves a core group of users while maintaining its membership fees low enough to remain an attractive bargain for City residents in need of fitness options. While membership fees had remained stable, the costs of operating the facility had increased, causing the Fitness Center to operate at a deficit and negatively impacting the City's General Fund. The amount of the deficit had grown substantially over the past five years and is no longer sustainable. Councilmember Chiavacci noted that more than half of Fitness Center members were not City residents; therefore, City taxpayers were bearing the cost of the operating deficit.

Councilmember Chiavacci then proposed that the Mayor and Common Council do one of the following:

- Remove all Fitness Center related financial activity from the FY 2021 budget and instruct staff to close the facility;

- Reverse course and continue to operate the Center at a deficit and not provide funding for promotion of the Westminster Fiber Network or Phase 3 of the Compensation and Classification Study implementation; or,

- Remove the funds from the Recreation and Parks budget in the projected amount of the Family Fitness Center deficit (approximately $209,000) and redirect those funds to Phase 3 of the Compensation and Classification Study and marketing of the Westminster Fiber Network. Staff will then make the necessary adjustments to General Fund revenues and expenditures.

Mayor Dominick informed the audience that his May 4, 2020 proposal reflected prior discussions that occurred at several Common Council committee meetings in which he participated. For the past two years, these committees discussed the impact of the Family Fitness Center's operating deficit. As the deadline for adopting the FY 2021 budget approached, he and his colleagues made a quick and decisive decision that closing the Fitness Center would be the most economical step to take, given the other areas of the budget where funding was needed and to avoid the continuation of the longstanding operational deficit. Mayor Dominick encouraged his colleagues to reconsider how the budget process is approached going forward, recommending enhanced involvement by the entire elected body, rather than the Finance Committee taking the lead.

Mayor Dominick then stated that he would like to share how he arrived at his proposal, adding that he appreciated the feedback offered by most community members. He added that threats had been made by some against him, his family, and his business. Mayor Dominick stated that the easiest course of action is to ignore issues; the hardest part of serving as an elected official is to make important decisions, adding that he stood by his proposal of May 4, 2020.

Mayor Dominick noted that Ms. Gruber had previously brought forward Fitness Center plans that did not provide a full solution to closing the operating deficit; a viable plan must be put in place. Mayor Dominick stated that he would support the Common Council's decision in this matter; he noted that his role is to propose a budget, while the Common Council was charged with adopting the budget.

Mayor Dominick then commented on the financial status of the Fiber Fund, noting that the City would soon expend the full amount of the State operating loan. When that occurred, the City would be faced with a gap of $800,000 to $1.0 million per year. Addressing that gap would be a painful process, and the City needed to address the problem sooner rather than later.

Mayor Dominick stated that, if the Common Council voted to continue operation of the Fitness Center, membership fee increases would be necessary. He also suggested that a timeframe be established for the Common Council to re-evaluate its decision; if the Fitness Center continued to operate at a deficit, the Common Council should then close the facility. Noting the impact of the COVID-19 pandemic, Mayor Dominick recommended that Ms. Gruber be given two years to resolve the Fitness Center operating deficit.

Councilmember Yingling thanked Mayor Dominick and Councilmember Chiavacci for their respective proposals, and also expressed his appreciation to community members who had submitted comments. He expressed support for Mayor Dominick's proposed approach concerning the Fitness Center and the challenges that the City faces. Councilmember Yingling thanked Councilmember Chiavacci for his proposal, which provided an alternative perspective.

Councilmember Gilbert stated that she had reviewed the public comments submitted, as well as the financial information provided by staff regarding the Fitness Center's operating deficit. She informed her colleagues that she did not support closing the Fitness Center at this time and suggested an internal audit.

Councilmember Dayhoff expressed his support for Councilmember Chiavacci's recommendation to make the necessary adjustments to keep the Fitness Center open. He suggested that the Recreation and Parks Committee meet with Ms. Gruber and Ms. Mullendore to discuss a new membership fee structure, so that the facility did not continue to operate at a deficit.

President Pecoraro stated that he was supportive of finding a way to keep the Fitness Center open. He noted that there appeared be a consensus among the Common Council to charge Ms. Gruber with developing a plan to make the operation of the Fitness Center self-sustaining; it was up to her to find a way to make it work. This approach would allow increased funding for the Phase 3 implementation of the Compensation and Classification Study and marketing of the Westminster Fiber Network project. Staff has time to create a new plan while the Fitness Center is closed during the COVID-19 pandemic; however, adequate time to implement the new plan may require continued closure through FY2021.

Councilmember Yingling emphasized the importance of setting a timeline by which Ms. Gruber was to close the Fitness Center operating deficit. He expressed a desire for active involvement by the Recreation and Parks Committee in monitoring the situation, and having the Committee report back to the full elected body. Mayor Dominick suggested that the Recreation and Parks Committee meet on a more frequent basis.

Following further discussion, the Common Council agreed that to reconsider the continued operation of the Fitness Center if it continued to operate at a deficit following implementation of the plan being developed by Ms. Gruber. It was further agreed that the Recreation and Parks Committee would review financial reports that staff would be required to provide.

Councilmember Dayhoff shared that a prayer ceremony was held at the Westminster Police Department for Lieutenant Doug Johnston. He shared his condolences to Lieutenant Johnston's family.

Councilmember Dayhoff and Councilmember Gilbert endorsed Councilmember Chiavacci's recommendation that the City support expanded outdoor dining opportunities for area restaurants. They also expressed their support for Mayor Dominick's proposal to recognize the 2020 graduates of McDaniel College and high schools in the City.

ORDINANCES & RESOLUTIONS

Ordinance No. 922

Ms. Palmer stated that Ordinance No. 922, an Ordinance of the Mayor and Common Council of Westminster, Maryland approving and adopting a Budget for the Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021 was introduced on April 27, 2020. Since this meeting, the Mayor and Common Council had held two public hearings and two work sessions regarding the FY 2021 budget.

President Pecoraro informed his colleagues that a special meeting was scheduled for May 18, 2020 to continue discussion of the FY 2021 budget proposal. Therefore, consideration of Ordinance No. 922 was deferred until this date.

Resolution No. 20-03

Ms. Childs informed the Mayor and Common Council that Resolution No. 20-03 would increase the amount of the maximum health Flexible Spending Account (FSA) contribution that an eligible employee could make. In calendar year 2020, the Internal Revenue Service (IRS) raised the contribution limit to $2,750. She stated that the City's current maximum contribution was $2,700. Ms. Childs then shared that, because of the IRS action, the City's FSA Plan was eligible for the enhancement in the new plan year effective July 1, 2020.

Ms. Childs stated that the revised Benefit Plan Description and Adoption Agreement and Summary of the City of Westminster Cafeteria Benefit Plan reflects the increase from $2,700 to $2,750. She noted

that the Cafeteria Benefit Plan Document does not require a revision. All documents were included in the agenda packet.

Ms. Childs recommended that the Mayor and Common Council adopt Resolution No. 20-03, increasing the City's maximum health FSA contribution amount from $2,700 to $2,750.

Councilmember Chiavacci moved, seconded by Councilmember Yingling, to approve the adoption of Resolution No. 20-03 – Approving and Adopting Plan Documents for the City's Cafeteria Benefits Plan Including Its Flexible Spending Account.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

Ordinance No. 923
Ms. Matthews stated that, on May 13, 2019, the Common Council adopted Ordinance No. 911, imposing certain restrictions on the distribution at business establishments of single-use plastic bags. Ordinance No. 911 is currently scheduled to take effect on July 1, 2020.

Ms. Matthews noted the challenging climate that the COVID-19 pandemic had created for the business community. To alleviate any unnecessary burden, the Mayor and Common Council discussed delaying the effective date of Ordinance No. 911. Ms. Matthews informed the Mayor and Common Council that Emergency Ordinance No. 923 would defer the effective date of the City's plastic bag distribution restrictions until January 1, 2021.

Ms. Matthews recommended that the Common Council introduce Emergency Ordinance No. 923. Following introduction, the Common Council could then proceed with a motion to adopt the ordinance.

President Pecoraro requested a motion to introduce Emergency Ordinance No. 923 before proceeding with discussion.

Councilmember Dayhoff moved, seconded by Councilmember Gilbert, to introduce Ordinance No. 923, as presented.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Gilbert, and Councilmember Yingling.
NAYS: Councilmember Dayhoff.

Mayor Dominick stated that this action was the right thing to do for the business community. He suggested that the Common Council consider amending the ordinance to extend the implementation deadline by one year as opposed to the six months included in the proposed ordinance.

President Pecoraro and Councilmember Dayhoff stated that they felt a six-month extension was sufficient.

After further discussion, Councilmembers Chiavacci, Gilbert, and Yingling agreed with Mayor Dominick's proposal to extend the implementation deadline of the plastic bag restrictions by one year.

Councilmember Dayhoff moved, seconded by Councilmember Gilbert, to reconsider the extension deadline of Emergency Ordinance No. 923, as presented.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

Councilmember Yingling moved, seconded by Councilmember Gilbert, to approve Emergency Ordinance No. 923, amending the effective date of the City's plastic bag distribution restrictions to July 1, 2021.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

UNFINISHED BUSINESS
None.

NEW BUSINESS
None.

DEPARTMENTAL REPORTS
Human Resources
Ms. Childs reported that the Human Resources Department was continuing to operate as it normally would despite the pandemic. She shared that her staff was busy putting together insurance packets for the open enrollment process.

Community Planning and Development
Mr. Depo reported that the Board of Zoning Appeals approved the special exception for Valvoline Service Station on May 5, 2020. The Historic District Commission reviewed several Historic Tax Credit applications on May 6, 2020.

Mr. Depo then reported that the Planning and Zoning Commission was scheduled to review the Site Plan for Family and Children's Services on May 14, 2020.

Westminster Police Department
Chief Ledwell reported that the department's call volume remained below average. He also reported that officers continued to check in at Access Carroll's respite site. The Emergency Operation calls related to the COVID-19 pandemic had been reduced to three times per week.

Chief Ledwell then reported that the Drug Task Force had been very active in conducting investigations. The Police Department scheduled its annual firearms in-service training for qualification and certification while following physical distancing guidelines. Chief Ledwell informed the Mayor and Common Council that the Police Department was conducting virtual interviews for its vacant positions.

Chief Ledwell concluded his report by informing the Mayor and Council that the Police Department had notified the vendor for the Automated Enforcement Program (AEP) of the Site 505 camera termination as authorized on April 27, 2020. Removal of the camera would be completed by June 2, 2020.

Recreation and Parks Department
Ms. Mullendore thanked the Mayor and Common Council for reconsidering the decision to close the Fitness Center.

CITIZEN COMMENTS
President Pecoraro stated that the public hearing comments received following the budget discussion on May 4, 2020 were included in agenda packet for the May 11, 2020 meeting of the Mayor and Common Council. He thanked those who submitted comments.

ADJOURNMENT
President Pecoraro adjourned the meeting at 9:53 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

BROWN SCHULTZ SHERIDAN & FRITZ

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

A Professional Corporation

City of Westminster, Maryland

Summary of 2019 Audit Results

Required Communications

- Report to Mayor, Members of Common Council, and Management
  - Audit Responsibilities
  - Significant Accounting Policies
    - Included in Note 1 to the Financial Statements
  - Audit Adjustments
  - Uncorrected Misstatements
  - Issues/Difficulties Encountered - None
  - Communication of Material Weakness and Other Recommendations
  - Issued an Unmodified (“clean”) Opinion
    - Other Matter Paragraph for prior period adjustments required

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Required Communications

- Sensitive Accounting Estimates
  - Collectability of taxes and other receivables
  - Depreciation on capital assets in service
  - Accrued compensated absences, current and non-current portions
  - Net pension and total other postemployment benefits (OPEB) liabilities
  - Unbilled water and sewer services
  - Sensitive Accounting Disclosures

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New Accounting Pronouncements Adopted – Effective July 1, 2018

- GASB #83 – *Certain Asset Retirement Obligations*
- GASB #88 – *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*
- GASB #89 – *Accounting for Interest Cost Incurred before the End of a Construction Period*

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New Governmental Accounting Standards Board Pronouncements

- GASB #84 – *Fiduciary Activities,* effective July 1, 2019
  - Establishes criteria for identifying fiduciary activities. The focus of the criteria generally is on 1) whether a government is controlling the assets of the activity and 2) the beneficiaries with whom a fiduciary relationship exists.
- GASB #87 – *Leases,* effective July 1, 2020
  - Aims to improve accounting and financial reporting for leases previously classified as operating leases. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use the underlying asset.
- GASB #90 – *Majority Equity Interests*, effective July 1, 2019
  - Aims to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.
- GASB #91 – *Conduit Debt Obligations*, effective July 1, 2021
  - Aims to better meet the informational needs of financial statement users by enhancing the comparability and consistency of conduit debt obligation report and reporting of related transactions and other events.

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Objectives of Audits

- Audit performed in accordance with Generally Accepted Auditing Standards (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards.*

- Obtain reasonable, but *not* absolute assurance that Financial Statements are free of material misstatement
  - Test-basis examination of evidence supporting amounts and disclosures
  - Assessing principles utilized and management's significant estimates
  - Evaluating overall financial statement presentation

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Government Wide Statement of Net Position

	Governmental Activities	Business-Type Activities	Total
Current Assets	$ 19,112,079	$ 30,723,481	$ 49,835,560
Net Capital Assets	51,135,749	81,021,469	132,157,218
Non-Current Assets and Deferred Outflows	2,855,090	825,824	3,680,914
TOTAL ASSETS AND DEFERRED OUTFLOWS	**73,102,918**	**112,570,774**	**185,673,692**
Current Liabilities	3,824,537	6,300,082	10,124,619
Non-Current Liabilities and Deferred Inflows	19,254,111	28,525,638	47,779,749
TOTAL LIABILITIES AND DEFERRED INFLOWS	**23,078,648**	**34,825,720**	**57,904,368**
NET POSITION	**$ 50,024,270**	**$ 77,745,054**	**$ 127,769,324**

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GOVERNMENTAL FUNDS OPERATING RESULTS

	General	PHA
Taxes	$ 13,130,399	$ -
Grants and Revenues from Other Governments	2,061,617	2,314,180
Other Revenues	2,419,721	34,122
TOTAL REVENUES	**17,611,737**	**2,348,302**
Operating Governmental Expenses	12,588,715	2,366,562
Debt Service	1,511,902	-
Capital Outlays	2,712,569	-
TOTAL EXPENDITURES	**16,813,186**	**2,366,562**
Sales of Capital Assets	20,213	-
Transfers (to) from Other Funds	(75,000)	75,000
CHANGES IN FUND BALANCE	**$ 743,764**	**$ 56,740**

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Proprietary Funds Operating Results

	Sewer	Water	Fiber
Operating Revenues	$ 6,507,853	$ 5,200,788	$ 557,890
Intergovernmental Revenues	4,443,590	-	-
Other Revenues	300,580	424,505	11,124
TOTAL REVENUES	**11,252,023**	**5,625,293**	**569,014**
Operating Expenses	4,649,980	3,565,946	299,437
Depreciation Expense	876,310	1,078,993	222,065
Interest Expense	-	151,911	882,343
TOTAL EXPENSES	**5,526,290**	**4,796,850**	**1,403,845**
Capital Contributions	622,490	373,282	-
CHANGE IN NET POSITION	**$ 6,348,223**	**$ 1,201,725**	**$ (834,831)**

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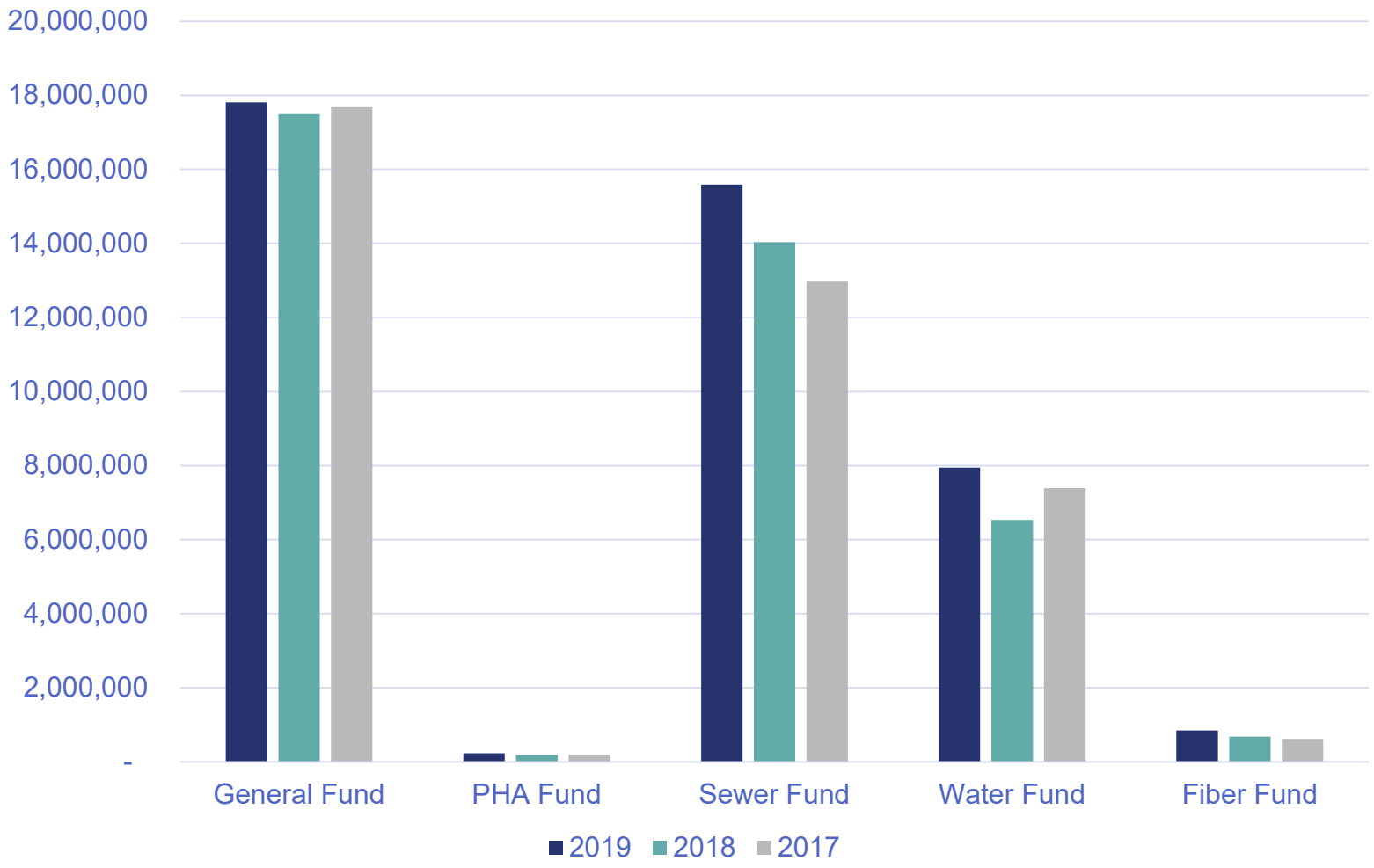
Cash Balances – As of June 30



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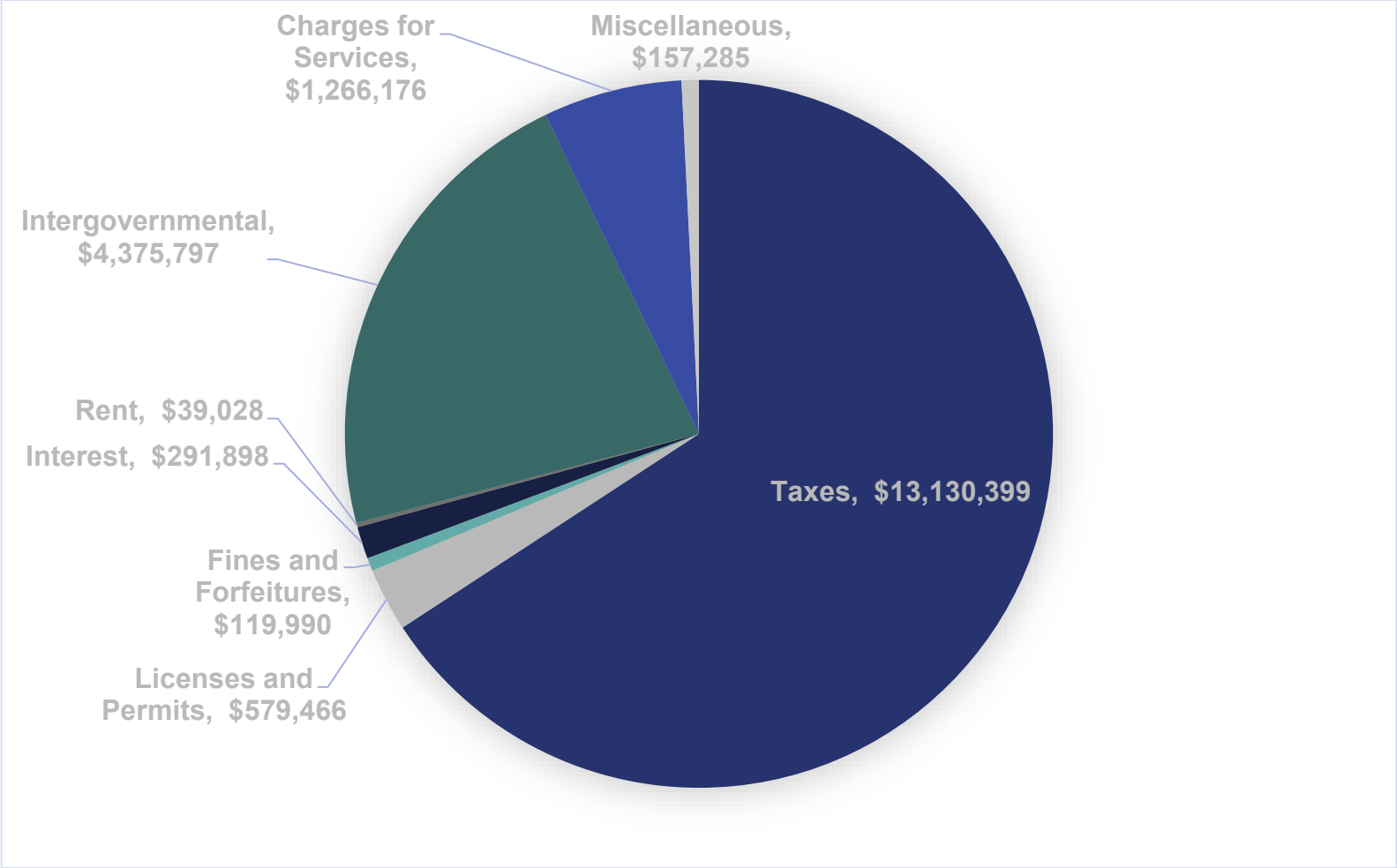
Revenue Breakdown – Govermental Funds For the Year Ended June 30, 2019



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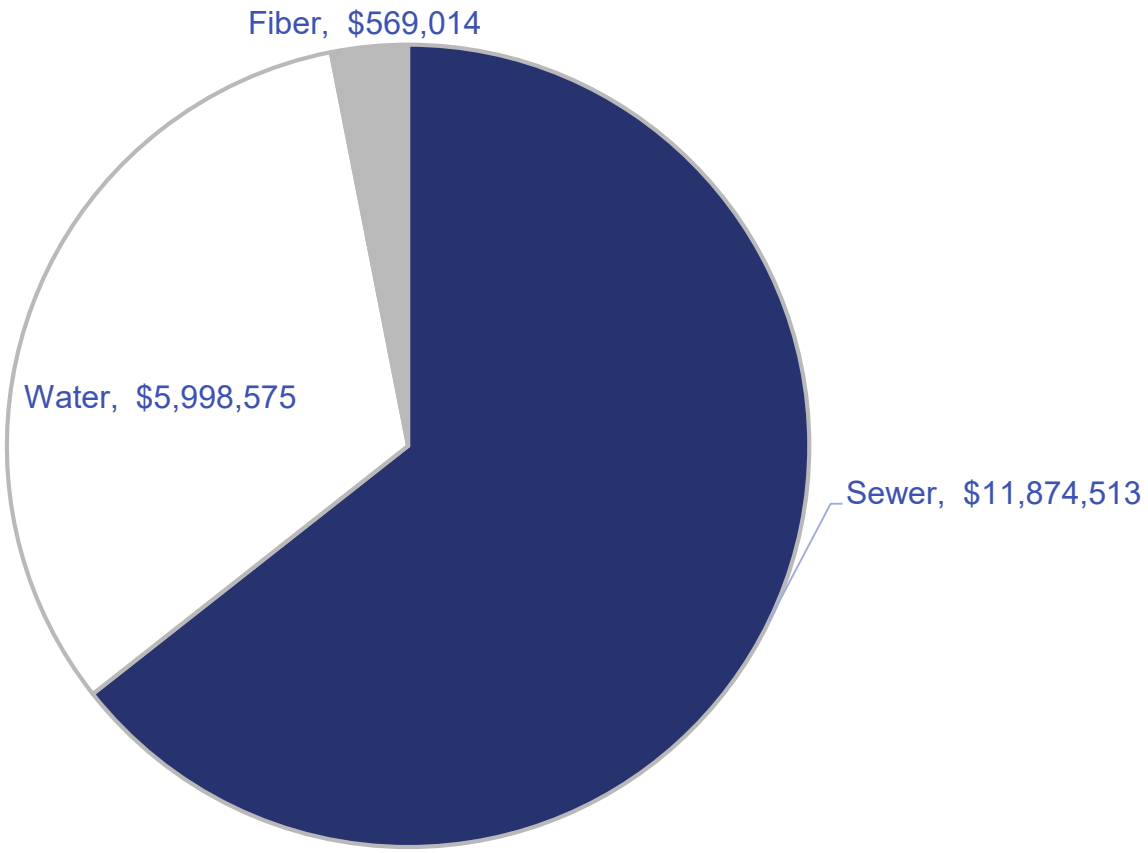
Revenue Breakdown – Proprietary Funds For the Year Ended June 30, 2019



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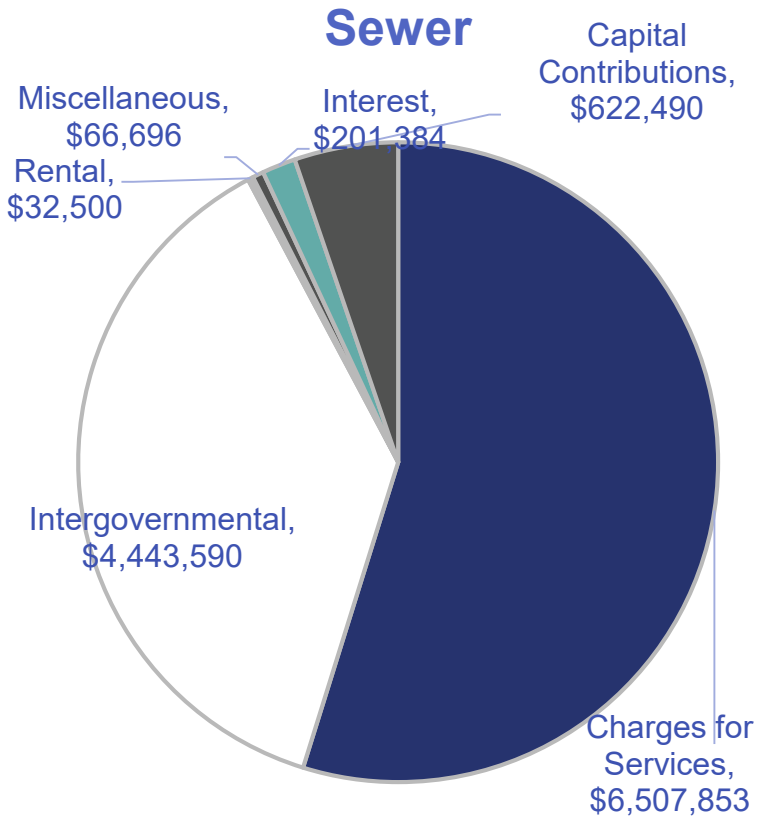
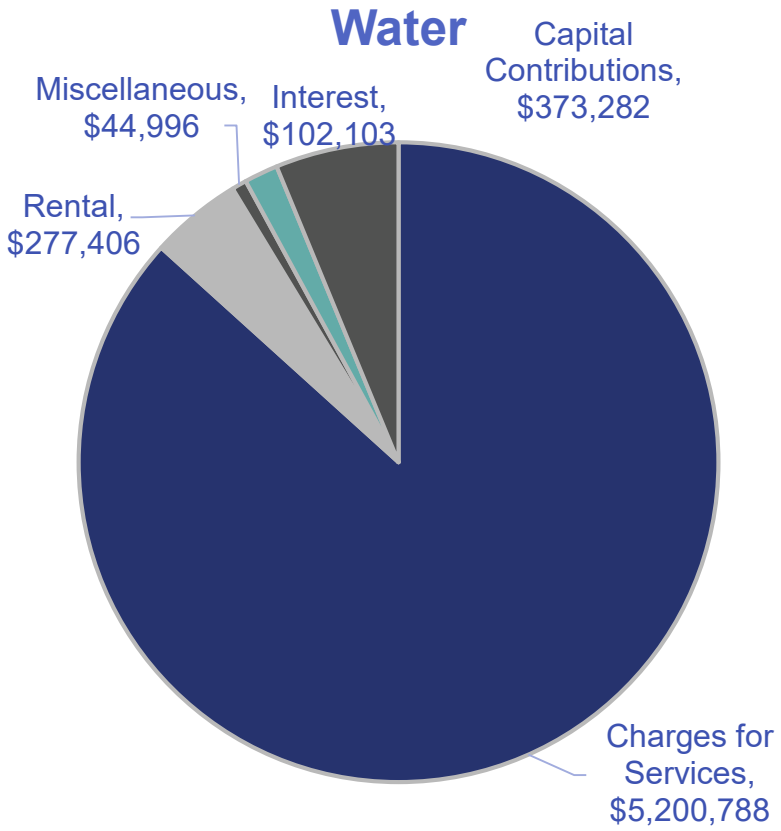
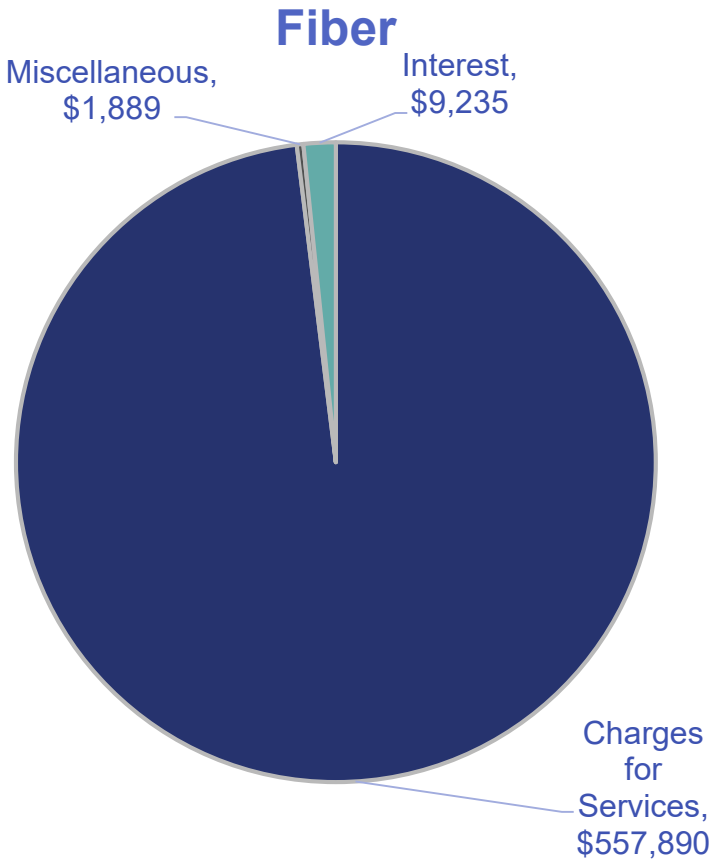
Revenue Breakdown – Proprietary Funds For the Year Ended June 30, 2019







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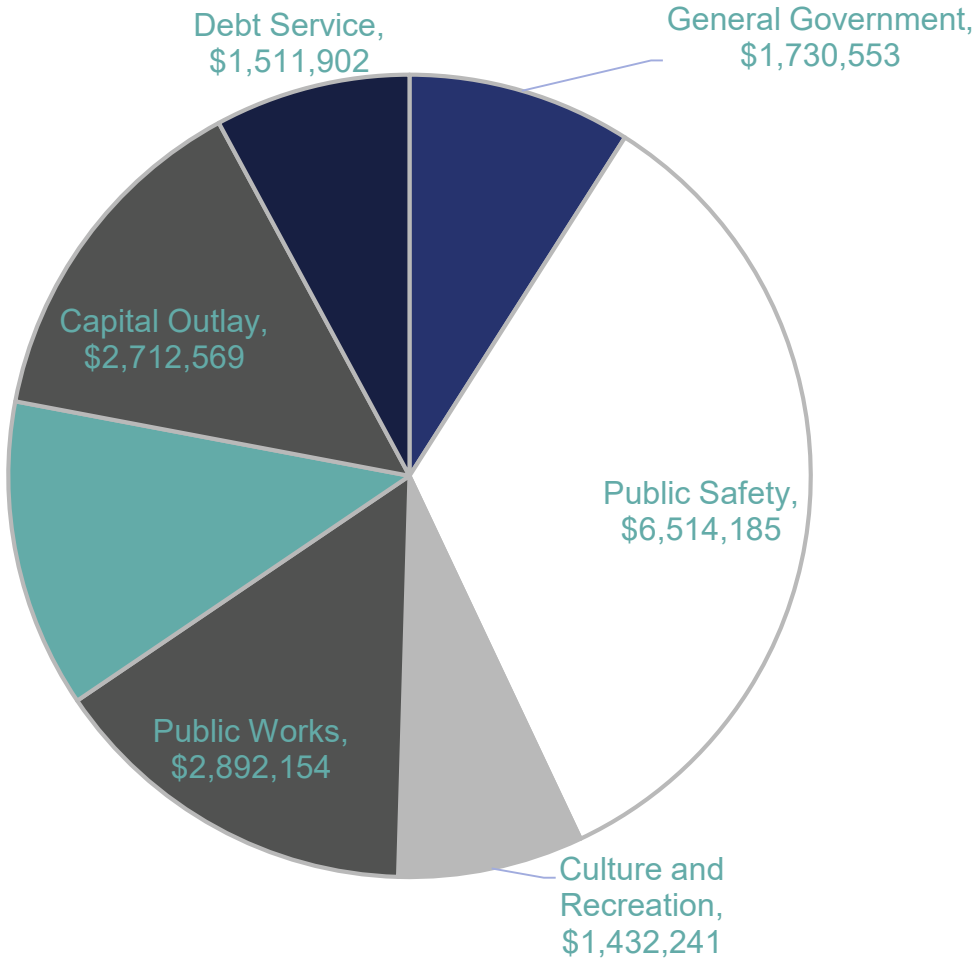
Expense Breakdown – Governmental Funds For the Year Ended June 30, 2019



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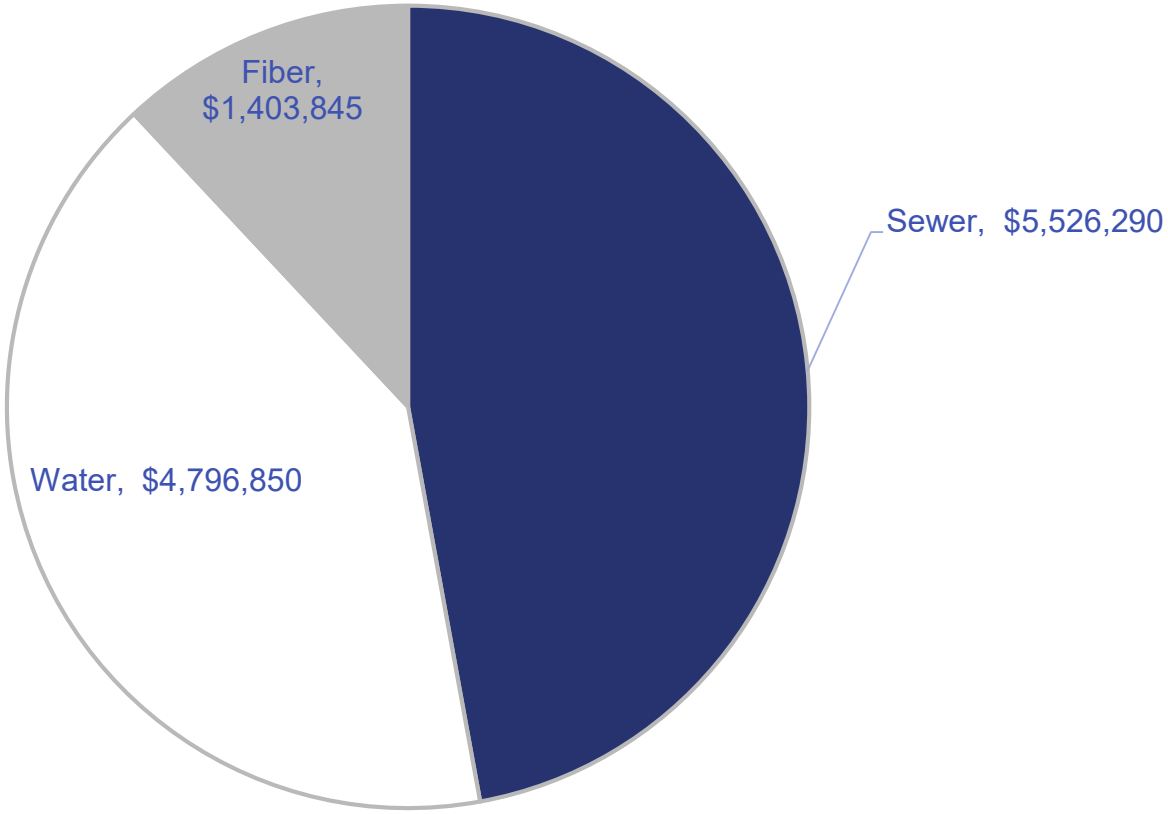
Expense Breakdown – Proprietary Funds For the Year Ended June 30, 2019



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Schedule of Findings and Questioned Costs

- Material weakness in internal control
  - A deficiency, or a combination of deficiencies, in internal control over financial reporting or compliance, such that there is a reasonable possibility that a material misstatement of the entity's financial statements, or material noncompliance with a type of compliance requirement of a federal program, will not be prevented or detected and corrected on a timely basis.
- Significant deficiency in internal control
  - A deficiency, or combination of deficiencies, in internal control over financial reporting, or compliance with a type of compliance requirement of a federal program, that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Financial Statement Material Weaknesses

- Two prior period adjustments were necessary
  - Removed local reserve allocation that was recorded as a receivable but did not meet the criteria for recognition
  - Corrected deferred outflows of resources for the change in proportionate share of the City's Net Pension Liability that were incorrectly expensed during the year ended June 30, 2018
- Many adjustments to the City's account balances were required as a result of our auditing procedures
  - Adjustments included cash and equity restrictions, interest income accruals, accounts receivable, inventory, capital assets, accounts payable, retainage payable, and housing revenues
- Capital assets
  - Significant reconciliations were necessary between the fiscal year 2018 financial statements, the City's fixed assets system, and the City's general ledger system
  - There were assets sold in FY2018 that were not disposed until FY2019
  - There were several assets included in construction in progress at June 30, 2018 that were complete and in service as of June 30, 2018
  - There was a project complete as of June 30, 2019 that was not placed in service
  - There were a number of assets with a date in service of June 30, 2019 that were placed in service earlier in FY2019, causing depreciation expense to be understated

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Financial Statement Significant Deficiencies

- There were a number of errors in a spreadsheet that was used to calculate the value of fiber inventory as of June 30, 2019. Additionally, inventory is only counted and reconciled at June 30 instead of throughout the year
- Certain employees had control of funds held by the Community Foundation of Carroll County and could choose which expenses and deposits would be run through these accounts and bypass the City's controls. An employee was paid from this fund to avoid reaching the number of hours that would require them to participate in the pension plan

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Major Federal Award Program Audit Findings

Material Weakness

- Monthly Voucher Management System (VMS) reports were filed with inaccurate balances and were not corrected timely

Significant Deficiencies

- Administrative costs were charged to the Public Housing Agency using allocations that were not documented, were not consistent, and were not reviewed
- The depository agreement was out of date and Public Housing Agency funds were not held in an interest-bearing account

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Other Comments

- Many budgeted transfers as well as a few budgeted revenue and expense items were not correctly input into the accounting system based on the approved budget resolution from the council. Additionally, the Public Housing Agency Fund revenue was left off the revenue detail listing on the budget resolution, but was included in the General Fund Revenues total.
- The City currently processes credit card payments through a Square account maintained by the City. This method seems to leave the opportunity for a volunteer to change the log in for the iPad or Square account and process the credit card charges elsewhere

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QUESTIONS?

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ting crazy fast fiber Internet

Westminster Update

January, February, March
2020

Agenda

- Phase Recap
- Marketing Review
- Install Update
- TV Update
- Questions

Phase Recap

Our family continues to grow on the WFN!

	# of Units	# of Passed Premises	# of Subscribers	Take Rate	Anniversary Date
Pilot Phase	272	272	105	38.6%	8/14/2015
Phase One	891	885	312	35.3%	1/27/2017
Phase Two	1,882	1,846	507	27.5%	7/6/2017
Phase Three	1,613	1,606	306	19.7%	6/21/2018
Phase Four	1,409	1,107	175	15.8%	11/26/2018
Total	6,067	5,716	1,415	24.8%	

Additional Connections in Single Structures - 53

Numbers as of March 31, 2020

Marketing Review

Customer Survey

In January, we surveyed customers who signed up with Ting in Nov/Dec 2019.

Learning Objectives:

- To understand reasons for choosing Ting
- To assess awareness of Ting advertising during the same time period

Methodology:

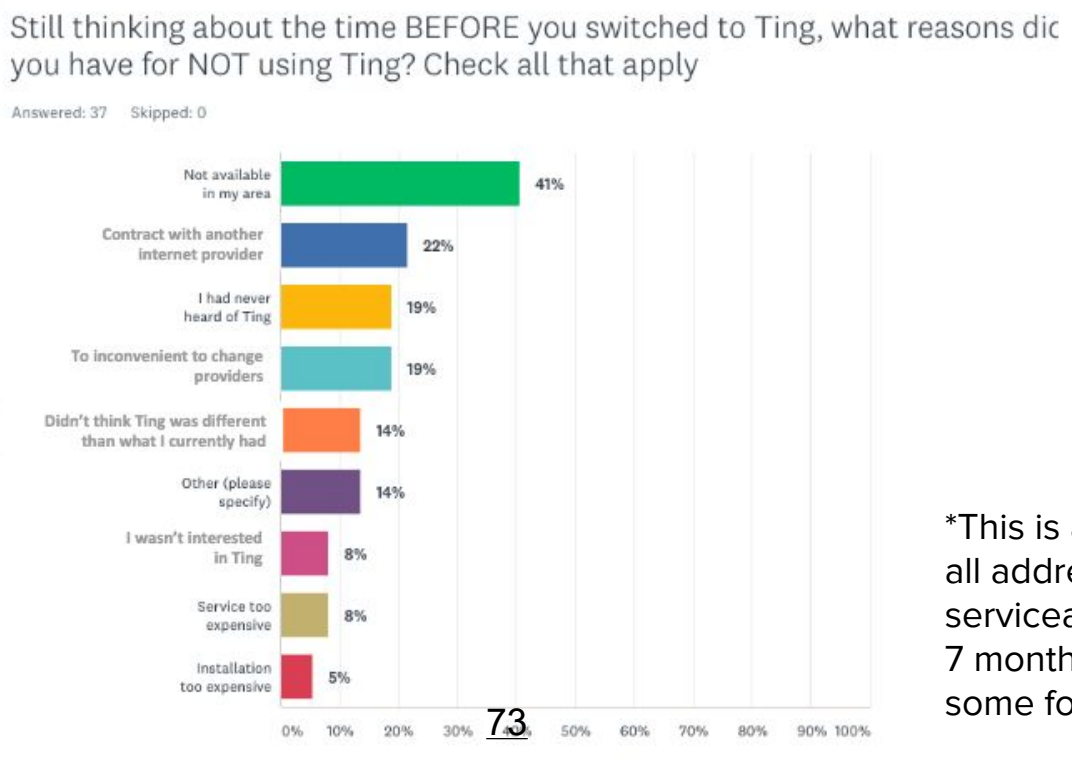
- A link to a 10 minute survey was sent
- The survey was in-field from January 21 - 29
- Respondents who completed the survey were given a credit for one month of service

Westminster Survey Respondents:

- 55% response rate
- 68% of respondents were the primary household decision maker for Internet service and 32% shared equally in the decision making
- 78% had signed up for residential service, 19% for commercial service, and 3% for both

Customer Survey Results

Lack of Ting availability* was the top reason for not switching earlier.



*This is a misperception as all addresses had been serviceable for at minimum 7 months at that point and some for multiple years.

More Customer Survey Results

⅔ of respondents recall seeing Ting advertising in the past few months

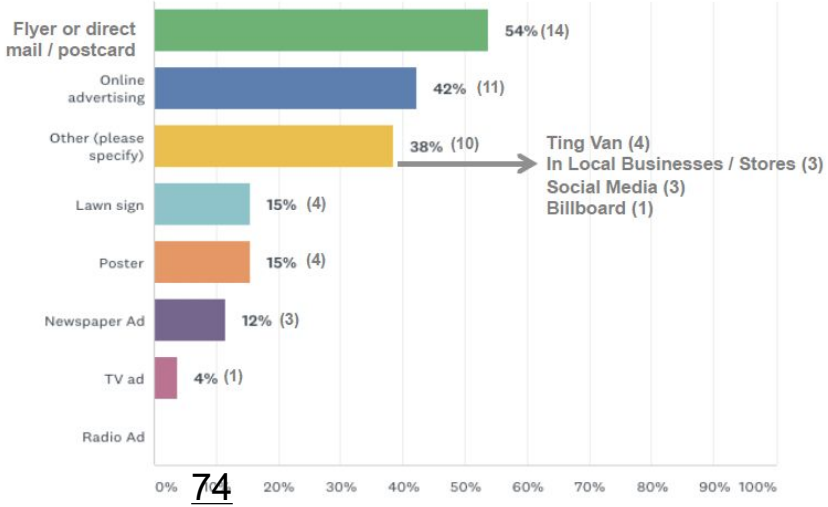
Flyer / direct mail and online have highest recall

- 62% recall seeing advertising for Ting in the past few months
- 30% do not recall seeing any
- 8% were unsure

Q3. In the past few months do you recall seeing any advertising for Ting?

What type of advertising for Ting do you recall seeing or hearing? Choose all that apply from the list below:

Answered: 26 Skipped: 11



Customer Survey Conclusions

Conclusions:

- Make sure residents & business owners in the City of Westminster know that construction is done, Ting is available, and they're ready to get lit!
- These new customers did see our advertising and that likely helped, but we need help to do more and reach more people.

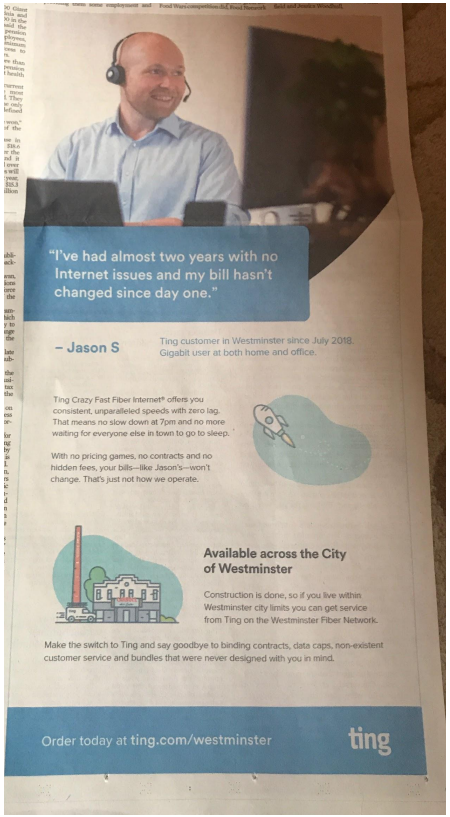
Let's make sure we spread the message that Ting is available City wide!

How can Ting & The City of Westminster work together to spread the message in new ways in order to reach more people?

Offline Advertising

Revamped Just ask Westminster Locals Campaign in Carroll County Times

Jason Stambaugh
March 6, 2020



Andi Luchini
March 15, 2020

Winback Initiatives

Goal: To win back an address already on the network - a customer who cancelled because they moved.

Main Tactic: Educate real estate agents on the benefits of fiber to a home buyer.

Activities:

- Co-hosted Carroll County REALTOR YPN Happy Hour Event
- Brainstormed with local real estate agent on how “fiber available” could be incorporated into MLS listings

This is currently a national priority for all Ting towns.

Customer Retention

We revamped our “Welcome Kits” to have more socially responsible packaging and products.

- Recycled box
- Booklet of the best Ting information
- A new, stainless steel travel mug with town design!

ting Westminster

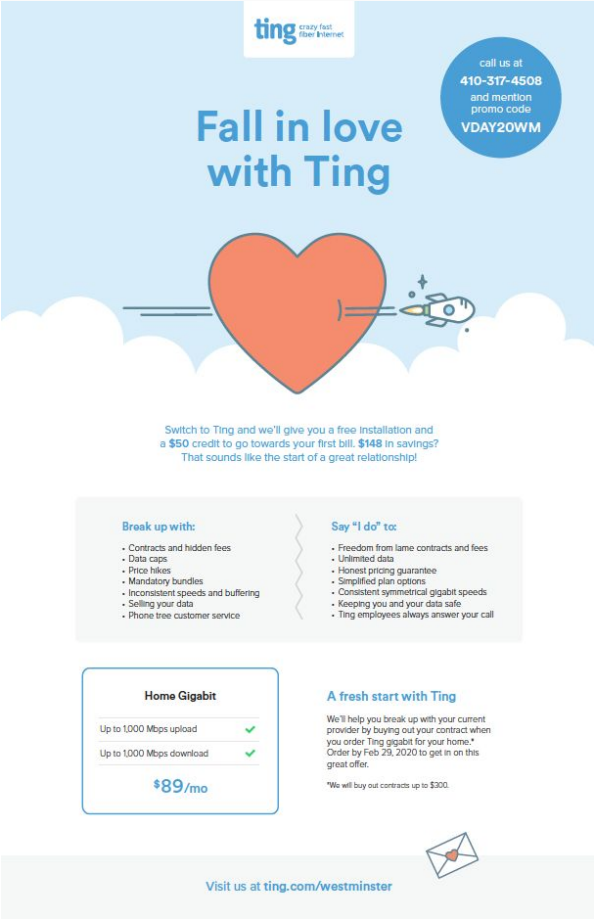
Customer Acquisition Initiatives

Valentines Day Campaign:
Free installation, $50 credit and up to $300 paid in ETF

Campaign included:

- Posters around town
- Page Killer Newspaper Ad on February 6
- Direct Mail to every non-customer address in City
- Door Hangers to every house with a drop
- Sponsored FB Ads

The promo was a success. We surpassed our budgeted new subscriber goal by 40%.



COVID-19 Related

Unfortunately, we had to pause 3 initiatives at the end of March

- Phase 4 exclusive offer / direct mail
- Ting gaming event
- 3 more newspaper ads

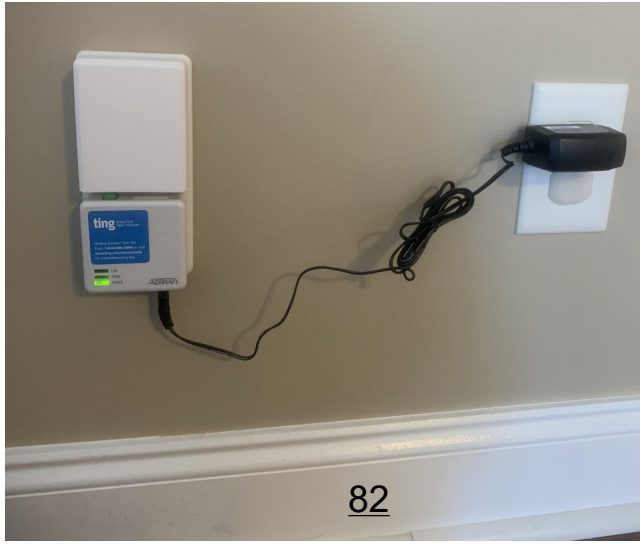
- Instead we:
  - Made monetary donations to Together We Own It & Carroll County Food Sunday to help those in need during the pandemic
  - Set-up Ting Park & Wi-Fi at the Conway Lot
  - Purchased gift cards from our Main Street customers that we gave away on Facebook
    - Molli's Cafe
    - The Food Chick
    - Birdie's Cafe
    - JeannieBird Baking Company

Install Update

SMART Installs

As of Friday, April 24, we were officially open for SMART Installs.

- This is a safer way to bring the symmetrical gigabit fiber Internet access people need during the COVID-19 pandemic.
- This smart new process will be viable long past physical distancing ordres.
- Customers are involved inside the premise to create a contactless, technician-led installation



We’re Hiring

- We’re hiring a Fiber Installation Technician!
- Learn more at tucows.com/careers!

tucows

About us Careers Investors Contact

We're hiring

Fiber installation technician

Tucows has been working on the Internet since the days when people unironically called it the Information Superhighway.

Today, we’re the second-largest domain wholesaler in the world with 25 million domains under management (OpenSRS / Enom). We’re doing all kinds of interesting things, including running an MVNO cell phone service (Ting Mobile) and building true fiber to the premises networks in towns and cities across the US (Ting Internet). We offer individual and small business domains and integration with various popular platforms (Hover/Ascio).

We’re a team of over 600 people serving tens of millions of customers around the world. Our growth has been incredible, smart and measured (NASDAQ: TCX, TSX: TC). Our success is built on a solid technical and financial foundation.

Latest on TV

TV Update

- COVID-19 has slowed our TV project
- There are great TV solutions available now: Sling, YouTube TV, etc.
- COVID-19 is having a dramatic impact on the industry and we’re taking a look at that to see how it impacts our project

Questions

MINUTES

CITY OF WESTMINSTER
Special Mayor and Common Council Meeting
Monday, May 18, 2020 at 7 pm
https://www.facebook.com/westminstermd/

CALL TO ORDER

Elected Officials Present: Councilmember Chiavacci, Councilmember Dayhoff, Mayor Dominick, Councilmember Gilbert, President Pecoraro, and Councilmember Yingling.

Staff Present: Director of Human Resources Childs, Director of Community Planning & Development Depo, Director of Public Works Glass, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Attorney Levan, City Administrator Matthews, Assistant Director of Recreation and Parks Mullendore, Director of Finance and Administrative Services Palmer, Director of Housing Services Valenzisi, and City Clerk Visocsky.

REPORT FROM THE MAYOR

None.

COVID-19 PANDEMIC UPDATE

Ms. Matthews reported that, consistent with the Governor's latest Executive Order, the City had submitted its plan to expand outdoor fitness and recreation activities to Ed Singer, Health Officer for Carroll County, Mr. Singer approved the City's plan; on May 22, 2020, the City re-opened its tennis courts, pickleball courts, and the Skate Park. Signs were posted at each of these locations advising of capacity restrictions and the requirement to maintain a 6-foot physical distance. Ms. Matthews stated that Police Department staff is conducting regular property checks of City parks, and would take appropriate action to ensure compliance, including the issuance of temporary park ban notices as appropriate. Recreation and Parks and Public Works staff were also monitoring the parks to ensure compliance. Ms. Matthews noted that, should the City encounter repeated problems with adherence to the posted restrictions, the City would adjust its policy accordingly.

Ms. Matthews reminded the Mayor and Common Council that the City playgrounds, park pavilions, and basketball courts remain closed due to the difficulty in maintaining safe physical distance guidelines at these locations and in sanitizing these facilities.

Ms. Matthews then updated the Mayor and Common Council regarding staff's current discussions about the opening of the Westminster Municipal Pool. She noted that the operation of such facilities is not permitted under Phase 1 of the Governor's Roadmap to Recovery; therefore, the City was unable to open the pool on May 23, 2020.

Ms. Matthews stated that, under normal circumstances, the pool is budgeted to break even on an operational basis. There would likely be some attrition in memberships due to COVID-19 concerns, and the potential requirement that pool users may need to wear masks. Ms. Matthews stated that, when the Governor allows such facilities to open, it is likely that capacity limitations would be imposed to facilitate physical distancing.

Ms. Matthews then shared that the Westminster Stingrays Swim Team had notified Ms. Gruber that the Central Maryland Swim League had canceled its season. According to the Swim Team's rules, they must have a Family Pool Membership in order to be on the Team. Depending on the number of refund requests resulting from the League's cancellation, there may be a loss of revenue compared to prior years.

Ms. Matthews stated, that after careful consideration, staff recommended that the pool remain closed for the entirety of the 2020 season. This recommendation was based on several factors:

- Under the provisions of the Governor's Roadmap to Recovery, such facilities won't be allowed to open until Phase 2 at the earliest, and possibly Phase 3 given the inherent challenges involved in ensuring physical distancing.

- The Carroll County Health Department is not receiving pool permits or scheduling inspections at this time.

- Any new lifeguards will be unable to be certified, as the American Red Cross is not holding in-person classes.

- Per Ms. Gruber, once the Governor authorizes the opening of such facilities, it will take two to three weeks for the pool to be ready to open.

After further discussion, the Mayor and Common Council agreed to close the pool for the 2020 season due to the COVID-19 pandemic. Ms. Matthews noted that the City's website would be updated to reflect the new information.

Chief Ledwell reported that the Westminster Police Department had received minimal complaints regarding violations of the Governor's Executive Order.

COUNCIL COMMENTS AND DISCUSSION

Councilmember Chiavacci thanked Ms. Matthews and Ms. Palmer for their hard work on the Fiscal Year (FY) 2021 budget. He recognized that it had been a difficult budget process due to the decisions regarding the Family Fitness Center and the financial impacts of the COVID-19 pandemic.

Councilmember Chiavacci then noted recent public comments directed at the Mayor regarding his proposal to close the Fitness Center. He stated that these comments came from a place of ignorance and emotion, and were unfair to the Mayor. Councilmember Chiavacci stated that he had worked with the Mayor for three years, and that the Mayor's heart was in the right place for the right reasons. By bringing forward his proposal, the Mayor had initiated a conversation that resulted in the City getting to where it needed to be; that was leadership.

President Pecoraro concurred with Councilmember Chiavacci's comments, expressing his dismay at what had occurred. He noted that serving as a Westminster elected official was essentially a volunteer job that required considerable work. The Mayor strives to use his business experience to improve City operations. President Pecoraro stated that people can disagree without resorting to personal attacks.

Councilmember Dayhoff agreed with the comments made by President Pecoraro and Councilmember Chiavacci. He then thanked staff for their hard work on the budget for FY 2021. Councilmember Gilbert echoed the sentiments expressed by her colleagues.

ORDINANCES & RESOLUTIONS

Ordinance No. 922

Ms. Matthews stated that the City's new fiscal year will commence on July 1, 2020. Ordinance No. 922 of the Mayor and Common Council would approve and adopt the budget for the fiscal year (FY) beginning July 1, 2020 and ending June 30, 2021. She then reviewed the various steps in the budget process to date.

Ms. Matthews then highlighted the modifications made to Ordinance No. 922 since its introduction on April 27, 2020. They included the following:

- As directed by the Common Council on May 11, 2020, General Fund revenues and expenditures were adjusted to reflect no subsidy for the operation of the Fitness Center. Specifically, fund revenues were increased by $104,719 while fund expenditures were reduced by $104,718. Details of these figures were included in the agenda packet;

- Capital Projects Fund expenditures were adjusted to reflect the deletion of $15,000 initially allocated for the purchase of cardio equipment for the Fitness Center. Also, since the introduction of Ordinance No. 922, staff learned of a delay in receiving equipment for the Carroll Arts Center HVAC Project. It is anticipated that the project would not get underway until after July 1, 2020; therefore, the full contract amount of $164,500 was re-appropriated. The net impact of these changes was an increase of $149,500 to fund expenditures; and,

- Both Fiber Fund revenues and expenditures were increased by $25,000 to reflect the Mayor and Common Council's direction of May 4, 2020 to provide funding for the promotion of the Westminster Fiber Network. The amended ordinance assumes an increased drawdown in State loan proceeds.

Ms. Matthews noted that, on May 11, 2020, the Common Council directed that the savings anticipated to result from a new operational model for the Fitness Center be put towards enhanced funding for Phase 3 implementation of the Compensation and Classification Study results. The budget as presented on April 27, 2020 included approximately $78,000 for Phase 3. Ms. Matthews informed the Mayor and Common Council that development of the new Phase 3 implementation plan was underway, but was not yet finalized. As agreed upon during the meeting on May 11, 2020, the proposed plan would be vetted by the Mayor and members of the Personnel Committee.

Ms. Matthews stated that, once the final Phase 3 plan was developed, a budget amendment would be required to allocate funding from General Fund reserve to the various departments. Adjustments would also need to be made in the Water Fund, Sewer Fund, and Fiber Fund, as enhanced funding in Phase 3 would impact them; she noted that these funds would be unaffected by the elimination of the Fitness Center operational deficit.

Ms. Matthews also noted that a final, detailed plan to eliminate the Fitness Center operational deficit was pending. She strongly encouraged the Common Council to ensure that one was in place before proceeding with an enhanced version of the Phase 3 implementation. Ms. Matthews explained that, in the absence of one, the City risks incurring new, ongoing operational costs without a funding plan to support these costs.

Additionally, Ms. Matthews noted that, as employee salaries increase, associated fringe benefit costs would also be impacted. These fringe benefits include, but are not limited to, social security and Medicare taxes, State retirement contributions, and life insurance premiums. Budgeted expenses for overtime may also need to be adjusted.

At the conclusion of her remarks, Ms. Matthews recommended that the Common Council amend Ordinance No. 922, to incorporate the changes highlighted in the agenda packet. Following the motion to amend, she recommended that the Common Council then vote to adopt the amended ordinance.

President Pecoraro thanked staff for their excellent work on the FY 2021 budget, noting that it had been a challenging budget process. He added that the full financial impacts of the COVID-19 pandemic were unknown.

Mayor Dominick asked Ms. Matthews whether overtime expenses had been adjusted in light of the COVID-19 pandemic and the resulting cancellation of the City's special events. Ms. Matthews replied that no change had been to FY 2021overtime expense due to the uncertainty surrounding upcoming

special events due to the COVID-19 pandemic. The special events canceled to date occurred during FY 2020. Mayor Dominick stated his support for leaving FY 2021 overtime expenses unchanged.

Ms. Matthews informed the Mayor and Common Council that FY 2021 pool revenues and expenditures would need to be adjusted in light of the decision earlier in the meeting to keep the pool closed for the 2020 season.

Councilmember Yingling requested clarification on how the City would move forward with allocating funds for Phase 3 of the Compensation and Classification Study without a final plan to eliminate the Fitness Center operating deficit. Ms. Matthews replied that Ms. Gruber and Ms. Mullendore had spent considerable time developing a plan to eliminate the operational deficit. Once Ms. Gruber finalized her recommended plan, she would present it to both the Recreation and Parks Committee and Finance Committee. Ms. Matthews reiterated her encouragement that the Common Council have a detailed, agreed upon plan in place before expending funds for an enhanced version of the Phase 3 implementation.

President Pecoraro noted that that the Fitness Center was currently closed due to the COVID-19 pandemic, which allowed Ms. Gruber to develop and implement a plan that the elected body felt comfortable with. If this plan is found not to address the facility's operating deficit, the Mayor and Common Council would then need to re-evaluate its prior decision to continue to operate the Fitness Center.

Mayor Dominick suggested that the group discuss how to address improvements to the Municipal Pool in the FY 2021 budget. President Pecoraro agreed, stating that this matter remained unresolved. He then noted that the FY 2021 budget proposal included a placeholder amount of $2.96 million for potential improvements to the pool; President Pecoraro stated that a special meeting was scheduled for May 28, 2020 to discuss this item. Due to this item's significance to the FY 2021 budget, President Pecoraro suggested that the elected body proceed with discussing it as part of the current meeting.

Mayor Dominick stated that, in talking to his colleagues, there appeared to be a consensus to proceed with a more scaled back approach to the pool improvements. If the City were to spend approximately $1.3 million as opposed to $2.96 million, it would allow for more flexibility as far as project financing.

The Mayor and Common Council then reviewed the cost breakdown of the various options for making improvements to the Municipal Pool Complex Improvements, as presented during the work session held on May 4, 2020. The cost estimates were developed by Lothorian, LLC, the firm that conducted the facility audit. Possible project components, and their associated cost for each, are summarized below:

- "Pool within a pool" installation = $657,000;
- New plumbing, filtration equipment, and filtration building = $357,000;
- New splash pad installation = $290,000;
- New learning pool = $248,000;
- Building renovations (office, locker rooms, etc.) = $1.0 million; and,
- Anticipated engineering and inspection services = $385,500.

Following further discussion, the Common Council agreed to move forward with reducing the FY 2021 budgeted amount for the community pool improvements. It was agreed that the pool improvements that the City should proceed with would be: "Pool within a pool" installation ($657,000); new plumbing,

filtration equipment, and filtration building ($357,000); and, associated engineering and inspection service costs for the scaled back project. The Mayor and Common Council discussed a maximum bond amount of $1.4 million.

Ms. Palmer noted that the estimated cost for engineering and inspection services was based on the full scale project. That figure would be reduced if the scope of improvements was scaled back.

Ms. Matthews informed the Mayor and Common Council that she had begun working with Lindsey Rader, the City's bond counsel, on the required legislation, which must be adopted no later than July 7, 2020. She noted that the City needed to factor in time for review of the City documents by the Maryland Community Development Administration (CDA) and for advertising the required public hearing. Ms. Matthews explained that the ordinance would set the maximum that the City could borrow through the CDA; the amount could be scaled back, provided that the City provided notice before the CDA deadline for doing so.

As recommended by Ms. Matthews, the Mayor and Common Council agreed to postpone adoption of Ordinance No. 922 due to the number of unresolved, pending items. Per the City Code, adoption of the budget ordinance is required no later than June 15, 2020.

UNFINISHED BUSINESS
None.

NEW BUSINESS
Brown Schultz Sheridan & Fritz Agreement
Ms. Palmer informed the Mayor and Common Council that Brown, Schultz, Sheridan, & Fritz (BSSF) performed the annual audit and prepared the City's financial reports for fiscal year ending 2019. She noted that all services were satisfactorily performed.

Ms. Palmer informed the Mayor and Common Council that the City would realize savings both in terms of cost and time efficiency by contracting with BSSF for the fiscal year ending 2020 audit and preparation of the associated financial reports. She shared that staff discussed this matter with the Mayor and members of the Common Council's Finance Committee on April 17, 2020, and they concurred with staff's recommendation to contract with BSSF for this work.

Ms. Palmer recommended that the Common Council authorize a contract with BSSF to perform the work as outlined in the proposed contract included in the agenda packet.

Councilmember Yingling recused himself from the vote.

Councilmember Chiavacci moved, seconded by Councilmember Gilbert, to approve an agreement with Brown, Schultz, Sheridan, & Fritz (BSSF), CPAs for Independent Audit and Financial Reporting Services Related to the FY 2020 Financial Statements.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, and Councilmember Gilbert.
NAYS: None.

Change Life and Disability Insurance Program Vendors
Ms. Childs stated that the City's life and disability benefits are currently provided by United Healthcare through the City's local broker, Wayne Barnes Clu, Cltc. The City provides life and disability benefits to employees at no cost, except for supplemental life, which is voluntary and 100% employee paid.

Ms. Childs informed the Mayor and Common Council that the Local Government Insurance Trust (LGIT) offers a life and disability insurance program to its members as a part of the LGIT Health cooperative. This program, which is administered by the Benecon Group (Benecon), was established in 2011. LGIT has 35 municipalities enrolled in the program.

Of the City's life and disability benefits, Ms. Childs noted that short-term disability was the benefit most frequently used by employees. The City's claims experience had sometimes been an issue in the past, making it more difficult to negotiate a multi-year rate guarantee. After being approached by staff, Mr. Barnes agreed to work with Benecon to obtain a quote for life and disability insurance coverage.

Ms. Childs informed the Mayor and Common Council that Benecon provided a proposal for life and disability coverage through Lincoln Financial Group that matched the City's current benefits, at an overall savings of 11%. By joining the LGIT program, the City would achieve more stable rates due to the pooled volume of business, while continuing its long-term relationship with a local broker overseeing the insurance plans. In addition, Benecon would serve as a liaison between the City and the insurer, and would work closely with Lincoln Financial Group to ensure that claims were processed in timely manner.

Ms. Childs stated that she and Ms. Matthews recommended that the City move its life and disability insurance program to LGIT, and that the Common Council authorize the Mayor to execute all documents associated with this change in insurance effective July 1, 2020.

Councilmember Chiavacci complimented staff for their work on this matter, and stated that he was pleased that the City could continue to work with a local insurance broker.

Councilmember Yingling moved, seconded by Councilmember Chiavacci to authorize the Mayor to execute all documents associated with the change in life and disability insurance program to LGIT as presented.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

DEPARTMENTAL REPORTS
None.

CITIZEN COMMENTS
None.

ADJOURNMENT
President Pecoraro adjourned the meeting at 8:46 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

Mayoral Proclamation

World Elder Abuse Awareness Day
June 15, 2020

Whereas, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers, and vital participating members of our communities; and,

Whereas, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and,

Whereas, June 15, 2020 is recognized as the World Elder Abuse Awareness Day, and is intended to promote a better understanding of abuse and neglect of older adults; and,

Whereas, the National Center on Elder Abuse (NCEA) and the City of Westminster recognize the importance of taking action to raise awareness, prevent, and address elder abuse; and,

Whereas, as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and,

Whereas, ageism and social isolation are major causes of elder abuse in the United States; and,

Whereas, it is up to all of us to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse.

Now, Therefore, I, Joe Dominick, Mayor of the City of Westminster, in conjunction with the Common Council, do proclaim June 15, 2020 as ***World Elder Abuse Awareness Day*** in the City of Westminster and encourage all residents to join the Mayor and Common Council in recognizing and celebrating older adults and their ongoing contributions to the success and vitality of our country and our community.

Adopted this 8th Day of June, 2020.

Joe Dominick
Mayor

Finance

TREASURY REPORTS AS OF April 2020 – UNADJUSTED AND UNAUDITED

GENERAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	11,252,854	$	10,085,042	90%
Licenses and Permits		605,130		432,375	71%
Intergovernmental		2,267,199		1,365,517	60%
Charges for Services		1,188,653		840,043	71%
Fines & Forfeitures		105,500		89,910	85%
Miscellaneous Income		283,900		259,556	91%
Transfers	$	(599,767)	$	(775,133.87)	129%
GENERAL FUND APPROPRIATION BY ACTIVITY					
Community Support	$	37,422	$	12,927	35%
Facilities		301,875		195,516	65%
Finance		180,786		139,723	77%
Executive & Legislative		747,568		466,361	62%
Human Resources		131,540		87,276	66%
Planning, Zoning & Development		1,114,989		212,488	19%
Housing & Preservation Services		112,855		83,341	74%
Public Safety Department		7,212,898		5,558,209	77%
Public Works		3,271,377		2,136,129	65%
Recreation & Parks		1,474,537		1,057,889	72%
Technology	$	314,662	$	200,528	64%
Total General Fund Revenues	$	15,103,469	$	12,297,310	81%
Total General Fund Appropriations	$	14,900,509	$	10,150,388	68%

PUBLIC HOUSING FUND REVENUES		Budget		Actual YTD	% to Budget
Housing Assistance Payments	$	2,186,233	$	1,788,389	82%
HAP Equity Reserve Transfer		75,000		-	0%
HUD Administrative Fee Distribution		215,000		180,209	84%
Miscellaneous Income	$	122,934	$	102,083	83%
PUBLIC HOUSING FUND EXPENDITURES					
Salaries & Benefits	$	235,641	$	177,536	75%
Administration		186,900		111,755	60%
Housing Assistance Payments		2,118,768		1,816,513	86%
Facilities	$	45,575	$	40,867	90%
Total PHA Fund Revenues	$	2,599,167	$	2,070,680	80%
Total PHA Fund Appropriations	$	2,586,884	$	2,146,671	83%

CAPITAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	2,198,960	$	2,128,155	97%
Intergovernmental		983,657		356,209	36%
Benefit Assessments		289,380		170,162	59%
Transfers		5,517,830		775,134	14%
CAPITAL FUND APPROPRIATION BY ACTIVITY					
Planning	$	742,304	$	732,304	99%
Facilities	$	5,892,803	$	897,915	15%
Public Safety Department		302,348		138,263	46%
Public Works		2,827,229		1,706,136	60%
Technology	$	-	$	-	0%
Total Capital Fund Revenues	$	8,989,827	$	3,429,660	38%
Total Capital Fund Appropriations	$	9,764,684	$	3,474,619	36%

UTILITY FUND REVENUES		Budget		Actual YTD	% to Budget
Small Meter - City	$	3,984,382	$	3,362,572	84%
Small Meter - County		3,093,428		2,231,737	72%
Large Meter - City		2,857,459		1,696,547	59%
Large Meter - County		2,119,490		1,311,632	62%
Reclaimed - County		25,000		19,714	79%
Charges for Services		1,049,790		1,022,463	97%
Benefit Assessment Fees		784,880		465,224	59%
Carroll County Septage Facility		425,000		371,484	87%
Revenue Related to ENR/Biosolids Project		27,091,494		5,158,595	19%
UTILITY FUND APPROPRIATION BY ACTIVITY					
Community Support	$	24,844	$	25,853	104%
Facilities		131,450		100,094	76%
Finance		562,716		405,862	72%
Executive & Legislative		735,523		432,485	59%
Human Resources		320,748		201,654	63%
Planning, Zoning & Development		236,426		129,853	55%
Public Works		438,480		306,982	70%
Technology		1,213,344		506,955	42%
Utilities		1,695,805		1,102,424	65%
Water		3,617,436		1,594,716	44%
Wastewater	$	31,688,492	$	15,062,870	48%
Total Utility Fund Revenues	$	41,430,923	$	15,639,967	38%
Total Utility Fund Appropriations	$	40,665,264	$	19,869,749	49%

FIBER FUND OPERATING REVENUES		Budget		Actual YTD	% to Budget
Provider Fees - Units Passed	$	432,576	$	351,612	81%
Provider Fees - Subscriptions		345,994		227,358	66%
Miscellaneous		1,000		20,363	2036%
Loan Proceeds		-		-	0%
General Fund Subsidy	$	617,078	$	-	0%
FIBER FUND OPERATING EXPENDITURES					
Public Works		66,944		50,802	76%
Technology		39,469		30,706	78%
Fiber	$	1,286,286	$	1,069,117	83%
Total Revenues	$	1,396,648	$	599,333	43%
Total Expenses	$	1,396,649	$	1,154,878	83%

Disbursements between $10,000 and $25,000 from April 21, 2020 through May 13, 2020:

Vendor Name	Description	Total Amount
BALTIMORE GAS & ELECTRIC CO	BGE Electricity Feb	$11,596.97
BALTIMORE GAS & ELECTRIC CO	BGE Electricity Mar	$23,672.24
BALTIMORE GAS & ELECTRIC CO	BGE Electricity Mar	$19,773.42
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$16,378.38
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$21,115.94
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,188.95
UNITEDHEALTHCARE SPEC BENEFIT	SPECIALTY BENEFITS - APRIL 2020	$10,420.63
WINCHESTER WEST LLC	MAY 2020 RENT 56 W MAIN ST	$14,300.00

Technology Services

- Total Helpdesk tickets = 212, broken down below by department:
  - Technology Services = 22
  - Westminster Police = 47
  - Public Works = 26
  - Human Resources = 10
  - Finance = 26
  - Office of City Administrator = 20
  - Public = 12
  - Recreation and Parks = 11
  - Community Planning and Development = 22
  - Housing and Code Enforcement = 10
  - Mayor and Common Council = 6
  - Total emails allowed for April 2020 = 37,086K
  - Total emails sent for April 2020 = 6,372K
  - Blocked emails for April 2020 = 36,614K

Projects:

- Replacement of core switching – planning phase
- PCI Compliance Policy information – in progress
- Computer hard drive encryption – in progress

- Mobile device management – in progress
- Single sign on – planning phase
- Upgrade of operating systems from Windows 7 to Windows 10 – in progress
- Multi-factor authentication – testing
- Upgrade SQL Server to 2019
- Upgrade GIS Server to 2019

GIS:
- Completed fiber drop/field check tickets in Mobile 311 for Public Works Department
- Completed map add-ons to the online Zoning Map for Community Planning and Development Department
- Provided water and sewer service area maps for Community Planning and Development Department
- Researched for backbone hookup for 1000 Weller Way
- Performed parcel research on B-Businesses and acreage for Community Planning and Development Department
- Performed address point addition research from County data (50 Ward Avenue and 748 Wilford Court)
- Provided stormwater management pond drawings for Public Works Department for Cranberry Elementary and Winters Mill High School
- Coordinated one-way street data collaboration with the County GIS Team
- Provided Stonegate as-built drawing printouts for Public Works Department
- Performed ArcOnline server research/correction for layer security
- Completed Buckingham View Subdivision water/sewer drawings for Community Planning and Development Department
- Updated Mobile 311 Fiber Network work type options ("Drop Strike" and "Main Line Strike")
- Performed Hillside Court house total research for Public Works Department
- Researched fiber infrastructure at Stonegate for newly added water account services for Public Works Department
- Completed Mobile 311 layer updates to ensure security
- Obtained as-built drawings for Phases 3 and 4 of Westminster Fiber Network
- Compared redlined data and documents with as-built data and documents to ensure accuracy within OSPInsight
- Completed Stonegate Phase 2 drawing request for Public Works Department
- Uploaded 2009 Water/Sewer System Drawings to the City's Drawing Database
- Researched and retrieved Overlook at King's Park stormwater management as-builts for Public Works Department
- Researched 611 David Avenue deed, property, sewer, and right-of-way information for Public Works Department

Housing Services

Housing Program
- Housing Assistance Payments (HAP) = $192,102
- Number of vouchers under lease as of the last day of the month = 282
- Wait list total active applicants = 1,182
- Total HAP repayments received = $1,065
- Housing inspections = 20
- Filing rate in PIC = 100%

Code Enforcement

- 125 cases opened
- 99 cases closed

Community Planning & Development

- Sixteen building permits were reviewed and approved for projects within the City, including one new home and one new business. The remainder of approved building permits were for decks and miscellaneous construction.

COMMUNITY PLANNING AND DEVELOPMENT PERFORMANCE MEASURES	
	April 2020
Building Permits approved	16
Downtown businesses owner inquiries	6
Downtown businesses visited	11 – Via Phone
Good Cause Waivers approved	1
Planning and Zoning Commission items	4
Pre-Submission conferences held	1
Sign Permits issued	7
Use and Occupancy	2
Inquiries	147

- Three Simplified Site Plans were approved administratively by staff, allowing development activity to continue to move forward during this difficult time.

- The Department of Community Planning and Development provided staff support for meetings of the Mayor and Common Council and the Planning and Zoning Commission.

  - Items prepared for the Mayor and Common Council included:

    - Good Cause Waiver No. 20-01 and No. 20-02, located on Sycamore Avenue at Lot 38/40 and Lot 42/44. With the Common Council's approval on April 27, water and sewer allocation applications can be granted for 235 GPD in 2020 and 235 GPD in 2021 for these two lots.

  - Items prepared for the Planning and Zoning Commission included:

    - Site Development Plan S-19-0015 for Westminster Mission BBQ, located at the One Forty Village Shopping Center. The Commission's consideration of the application was deferred until June at the request of the applicant.

    - Application for Sign or Awning/Case No. 1755 for 580 Baltimore Boulevard. The Commission conditionally approved Case No. 1755 for one new freestanding monument sign.

    - Application for Sign or Awning/Case No. 1756 for 580 Baltimore Boulevard. The Commission approved Case No. 1756 for one new wall mounted sign.

- Comprehensive Planner Andrew Gray continues to coordinate Census outreach efforts for the City of Westminster, and between Carroll County Government and the seven other municipalities in the County.

- Main Street Manager Sandy Anderson reported that April was a challenging month for Downtown businesses. Through all of the challenges, mainly business model changes, Westminster business owners managed to meet these challenges and put some spark back into downtown. Information from the State and County on available grant and loan funding was shared through email distribution and Facebook posts.

- Finally, DCPD staff members answer hundreds of inquiries every month via email, by phone, and in person. DCPD also continues to meet virtually with applicants and their attorneys to discuss annexations, proposed site development plans, building permits, water and sewer allocations, and a variety of City applications and processes. During the month of April DCPD staff received 4,427 emails and sent over 1,592 emails. Additionally, staff continues to review and coordinate the review and approval of new development in the City.

Human Resources

Benefits/Wellness

- Drafted a Families First Coronavirus Response Act (FFCRA) memo and Paid Leave Request Form; created a fillable form for employee use
- Worked with the Benecon Group to update the Cafeteria Benefit Plan documents to allow changes or discontinue Dependent Care Account employee contributions due to COVID-19 daycare closures
- Created a fillable retiree insurance election form
- Provided census information to the Benecon Group to obtain a quote on life and disability plans for the FY 2021 renewal
- Attended a virtual meeting with the Nationwide Retirement Solutions representative for a presentation on available new reports
- Processed the Nationwide Retirement Solutions Plan Sponsor Elections of CARES Act Provision form, allowing participants to elect coronavirus-related distributions and enhanced loans
- Performed research and provided guidance to supervisors and employees on various COVID-19 issues and concerns
- Wellness Program
  - Updated the list of employees who completed the Health Risk Assessment during the plan year that ended on March 31, 2020; worked with the Wellness Program provider to finalize the employee wellness points for the plan year ending March 31, 2020
  - Provided the first quarter eligible employee count to the Wellness Program vendor
  - Provided worksheets for Wellness Program vendor to calculate the FY 2021 employee insurance contribution discounts
  - Prepared and distributed:
    - April Lunch and Learn webinar flyer
    - New 2020-2021 Wellness Program plan document
    - Spring edition of the Wellness Program newsletter
  - Held:
    - Lunch and Learn webinar on “Best Practices to Optimize Your Immune System,” presented by Nationwide Retirement Solutions – 14 attendees

Employment/Recruitment

- Advertisements:

	Internal Advertisements	External Advertisements	Internal Applications Processed	External Applications Processed
Full-time	2	0	2	0
Part-time	0	0	0	0
Temporary	0	1	0	1
Seasonal	0	3	0	24

- Sent updated contract letters to pool staff
- Sent Summer Camp notification letter to camp staff re-hires
- Updated the Human Resources webpage to include the new Drug-Free Workplace Policy Notice to All Employees and Applicants
- Worked on updating the City's employment application
- Drafted and distributed letters to employees furloughed due to COVID-19 closures
- Performed vendor reference check for the executive search recruitment process; formatted a Notice of Award and contract documents
- Distributed Director of Finance position surveys to the Mayor and Common Council, the management team, and Finance Department employees for the Novak Consulting Group
- Updated the Evergreen Solutions' Phase 3 compensation and classification file for budget changes

Projects

- Assisted with COVID-19 response at 56 West Main Street Administration office
- Formatted document for City Administrator's budget presentation
- Updated the Downtown Westminster Farmers' Market Facebook cover photo with the new Market dates
- Began work to update the City's organizational charts and department staffing charts for the FY 2021 budget document
- Drafted the Human Resources budget narrative

Risk Management

- Insurance claims filed

Automobile	Liability	Mobile Equipment	Property	Sewer Back-up	Workers' Compensation
1	2	0	1	0	4

- Coordinated insurance adjustor visits to the Armory to address two water intrusion claims
- Coordinated purchase and distribution of thermometers and other health and safety COVID-19 supplies
- Coordinated the FY 2021 renewal of the Chesapeake Employers workers' compensation insurance policy
- Completed the Local Government Insurance Trust (LGIT) Loss Control Credit Survey for the FY 2021 program renewal
- Reviewed City property appraisals and adjusted insured values to match current market value
- Worked with Chesapeake Employers' Insurance to fix the online safety training system so employees could complete annual OSHA training modules
- Assisted with COVID-19 response at 56 West Main Street Administrative office location

Training/Meetings

- Director of Human Resources Darlene Childs and Human Resources Analyst Brenda Anders participated in various COVID-19 webinars, including the "Effects on Health Plans, Benefits and Questions, Preparedness – Updates and Answers," "Your Health and Dependent Care Accounts," and "COVID-19 Response"
- Ms. Childs participated in the LGIT Annual Meeting committee discussion
- Ms. Anders participated in a Maryland State Retirement Agency (MSRA) webinar on Retirement Coordinator responsibilities
- Ms. Anders took the MSRA Retirement Coordinator re-certification test and was re-certified
- Safety/Risk Coordinator Brian DeMay participated in a webinar titled "PRIMA Talk Goes Live: The Risk Management Response to COVID-19"
- Mr. DeMay participated in a PRIMA webinar regarding liability and auto claims
- Mr. DeMay participated in National Safety Council sponsored webinars on "Coronavirus Aid, Relief and Economic Security Act, Safety Leadership, Rules and Engagement: How leaders drive safety culture success," "Why is Flame Resistant/Arc Rated Compliance so Difficult?," and a "COVID-19 update"
- Mr. DeMay attended a virtual LGIT Underwriting Committee meeting

Police Department

Time Frame	Police Calls for Service	Adult Arrests	Juvenile Arrests	DUI Arrests	Traffic Citations	Foot/Bike/T3 Patrol Hours
April 2020	828	23	2	1	40	132
April 2019	1,070	73	2	10	169	198
2020 YTD Total	3,686	138	21	25	531	818
2019 YTD Total	4,044	232	19	32	844	623

Significant Cases in April:

Crime: **Sexual Assault**
Date: 12/2019 – 3/2020
Location: Popeye's Restaurant, 624 Baltimore Boulevard
Details: A female victim advised officers that her supervisor had sexually assaulted her over the course of several months. The victim applied for charges through the District Court Commissioner's Office. Detectives followed up with interviews of the victim and the suspect. Adiodun Ayerlari was arrested and charged.
Arrested/Charged Adiodun I. Ayelari (Age 35)

Crime: **Robbery**
Date: 04/01/2020
Location: Sector 4
Details: An adult male victim advised that a known suspect assaulted him and stole a gold chain from him following an ongoing dispute. The victim was able to provide a first name and description of the suspect. A photo lineup resulted in the identification of the suspect. The suspect was arrested and charged.
Arrested/Charged: Anthony S. Busick (Age 31)

Crime: **2nd Degree Assault / Reckless Endangerment**
Date: 04/03/2020
Location: East Green Street
Details: Four patrol officers and a Criminal Investigations Bureau detective were involved in the shooting of a subject who pointed an air assault rifle at them. Maryland State Police conducted the investigation per a Memorandum of Understanding regarding officer-involved shootings. Charges are pending against the subject.
Status: Pending
Charges Pending: Thomas C. Henson

Crime: **Assist with Homicide Investigation**
Date: 03/17/2020 - 04/09/2020
Location: East Main Street
Details: Detectives assisted the Maryland State Police – Homicide Unit with the execution of a search warrant and other investigative tasks regarding a murder investigation. The incident began with a stabbing inside an apartment in the 300 block of East Main Street. The suspects kidnapped the victim and took him to West Virginia, where he was subsequently murdered. A federal task force assumed the lead investigation of this case.
Status: Open
Charged: Multiple Suspects Arrested and Charged Federally in West Virginia

Crime: **Burglary/Attempted Burglary**
Date: 04/19/2020 and 4/29/2020
Location: The Dispensary, 330 140 Village Road
Details: On April 19, 2020, the juvenile suspect was captured on video surveillance as he attempted to burglarize The Dispensary. The suspect returned ten days later and broke into The Dispensary by smashing a front window, and then stealing merchandise. Detectives investigated and identified the juvenile suspect. He confessed to the burglary and attempted burglary.
Arrested/Charged: Juvenile (Age 17)

Recreation & Parks

The Family Fitness Center remained closed during the month of April.

- Total active members as of April 1 = 1,080
  - Membership retention rate = 90%
  - Cancelled memberships during the month of April (individually counted) = 126

- Flower and Jazz Festival was cancelled due to COVID-19 restrictions, and vendor fee refunds were processed.

Public Works

Wastewater Treatment Plant

Total flow	150.632 MGD
Average daily flow	5.021 MGD
Sludge (Integrated Agronomics)	482.58 Wet Tons
Septage sludge	177.08 Wet Tons

- Replaced main drive chain and sprockets on belt filter press #1
- Performed 4,000 lab analyses
- Entered and completed Facility Dude maintenance work orders
- Completed safety training
- Transported recyclables to the County landfill
- Performed routine maintenance

Utility Maintenance

- Water leaks
  - 413 Maple Avenue (main)
  - 221 Sophia Avenue (service)
  - 407 Cobb's Choice Lane (service)
  - 165 West Main Street, Rear (private)

- Sewer blockages
  - 325 East Main Street (lateral)
  - 14 Parkview Terrace (lateral)
  - 158 Sullivan Road (lateral)
  - 529 Stone Chapel Road (lateral)
  - 6 West George Street (lateral)
  - 205 Wyndtryst Drive (private)
  - 146 Frock Terrace (main)

- Fiber Drop Installations
  - 708 Charingworth Way
  - 52 ½ Church Street
  - 709 Scarlet Sky Drive
  - 392 Juliet Lane
  - 390 Logan Drive
  - 658 Spring Meadow Drive
  - 399 Doral Court
  - 148 West Main Street

Water Loss

Water main flushing	0.72MG
Water leaks	0.004MG
Private leaks	0.003MG
Sewer main flushing	0.013MG
Total loss	**0.74MG**

- Miscellaneous tasks
  - Completed high water bill inspections, meter investigations, meter Installations, and meter readings
  - Completed water, sewer, and fiber markings
  - Continued work on finished water reservoir
  - Started annual water main flushing
  - Serviced 95 fire hydrants

- Regular maintenance
  - Flushed and cleaned sewer mains
  - Fire hydrants
  - Sewer pumping stations
  - Booster stations and water storage stations
  - Leak detection
  - Maintaining sewer easements

Street Department

- Grounds Maintenance section performed the following tasks:
  - Mowed parks and rights-of-way
  - Preformed a landscape inspection at McDaniel College
  - Pruned trees on Crossbridge Drive and Marhill Court for blacktopping contractor
  - Removed debris from storm drains
  - Started treatments for Emerald Ash Borer
  - Tilled and marked off community gardens
  - Mulched flower beds along West Main Street and at Westminster Square Garage

- Building Maintenance section performed the following tasks:
  - Collected parking meter money and maintained meters
  - Turned on water at all City parks
  - Performed maintenance at various City buildings
  - Painted yellow curbs
  - Mulched flower beds along West Main Street and at Westminster Square Garage

- Streets and Alleys section performed the following tasks:
  - Removed brush, metal, yard waste, and bulk trash
  - Transported materials to County landfill:

Street baskets	1.64 tons
Bulk trash	10.28 tons
Brush	9.95 tons
Yard Waste	8.56 tons
Paper Recycling	0.00 tons
Street Sweepings	3.45 tons
Tires	0.00 tons
Metal	0.35 tons

- Street Maintenance section performed the following tasks:
  - Scheduled bulk trash collection
  - Assisted with painting yellow curbs
  - Removed debris from storm drains
  - Helped mulch flower beds along West Main Street and at Westminster Square Garage
  - Assisted with hill mowing all stormwater management ponds
  - Assisted with mowing all City parks and Wakefield Valley Trail

Engineering

- HRI, Inc. (the general contractor for the ENR/Biosolids Upgrade Project) continued construction of the concrete slab and walls for the Denitrification Building. Other work included blowers, electrical

buildings and site electrical conduits, startup of Reactor #1, and installation of structural steel for the Solids Processing Building. The project engineer and HRI continued review of submittals.

- The Little Pipe Creek Restoration and Relocation Project is in the monitoring program.
- The contractor for Section 3 of the Stonegate development worked on grading; installation of the storm drain, sewer force main, and water lines; and, roadway paving.
- The contractor for Bolton Hill Phase 5 worked on punch list items.
- C.J. Miller continued work on the FY 2020 paving project.

Water Plant

- Cranberry Water System Sources – Raw Water to Plant in Million Gallons (MG)

Raw meter total	35.70111 MG
Recycled water total	4.19149 MG
Recycled water recovered	11.741 %
CIP wash water/membrane cells	0.15552 MG
Total	**35.54559 MG**

- Raw Water Sources in MG

Cranberry Branch	30.24759 MG
Hull Creek	5.298 MG
Raw Reservoir	0 MG
Other	0 MG
Total	**35.54559 MG**

- Treated in MG

Finished water flow meter	35.47790 MG
Station water	0.039884 MG
Total treated	35.43802 MG
Backwash/Recycle filters	0.189 MG
Delivered to system	**35.24902 MG**

- Wells in Cranberry System in MG

Well 3	0.470392 MG
Well 4	0.33262 MG
Well 5	3.26831 MG
Well 6	0.36552 MG
Well 7	4.525885 MG
Well 8	3.404515 MG
Wells 9 and 10	2.977022 MG
Well 11	2.276924 MG
Well 12	4.34952 MG
Total Delivered to System	57.21972 MG

Day of Maximum Usage – 27	2.11717 MG
Well 5 Backwash	0.00278 MG
Well 7 Backwash	0.32924 MG
Well 8 Backwash	0.06617 MG
Well 12 Backwash	.53180 MG
Daily Average	1.9073241 MG

- Hours operated = 720
- Rainfall = 4.39 inches
- Raw Reservoir level = 25 feet
- Wakefield Well System

Well 1	2.4098 MG
Well 2	3.43257 MG
Total delivered to system	5.84237 MG
Filter backwash	0.00477 MG
Daily average	0.1947457 MG
Day of maximum usage - 29	0.353273 MG

- Other tasks included:
  - Performed routine maintenance at the wells and Water Treatment Plant
  - Collected 70 distribution compliance samples
  - Performed 300 process control checks at 12 wells
  - Performed 360 process control checks at the Cranberry Water Treatment Plant
  - Completed monthly operating reports for the Cranberry and Wakefield Systems
  - Completed NPDES operating reports for Koontz Well and the Cranberry Water Treatment Plant

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: June 3, 2020

Re: Approval of Stonegate Section IV Public Works Agreement No. A-1133, including associated deeds and easements

Background

In August 2019, the Planning and Zoning Commission signed a Final Plat and construction drawings for Section IV of the Stonegate subdivision. The applicant and the City have finalized the Public Works Agreement, Stormwater Management (SWM) Deed of Easement and Maintenance Agreement, Deed of Storm Drain Easement, and Deed of Temporary Utility Easement.

The applicant has requested that the documents be approved in the form presented. The City Attorney has reviewed all documents submitted by the applicant.

After passage by the Common Council and approval via signature by the Mayor, the attached documents will be recorded in the land records of Carroll County, except for the Public Works Agreement, which will be kept on file in the City Clerk's Office.

Recommendation

Staff recommends approval of the submitted documents for Stonegate Section IV.

Attachments

- Public Works Agreement No. A-1133
- Stormwater Management (SWM) Deed of Easement and Maintenance Agreement
- Deed of Storm Drain Easement
- Deed of Temporary Utility Easement

cc: Barbara B. Matthews, City Administrator
Elissa D. Levan, City Attorney

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A – 1133

APPLICATION FOR THE CONSTRUCTION OF

A RESIDENTIAL DEVELOPMENT

<u>41 New Home Sites</u>

Project: Stonegate Section IV

Project: STONEGATE

Location: South Side of Old Westminster Pike at North Chandler Drive
(Tax ID #07-016654 & Tax ID #07-432162)

Owner/Developer: NAGANWEST, LLC
15 West Aylesbury Road
Suite 700
Timonium, MD 21093

THIS AGREEMENT is made this _____ day of _____, 2020, by and among The Mayor and Common Council of Westminster (hereinafter "the City"), a municipal corporation of the State of Maryland, NAGANWEST, LLC, a Maryland limited liability company (hereinafter, "the Owner/Developer"), having a principal business address of 15 West Aylesbury Road, Suite 700, Timonium, MD 21093; and,

WHEREAS, the Owner/Developer owns certain parcels of land situated within the corporate boundaries of the City on the south side of Old Westminster Pike at North Chandler Drive, comprising 53.2231 acres & 30.7437 acres, more or less, respectively, and is developing 41 Home Sites containing 16.346 acres, more or less, as set forth on six plats identified as "***Lots 98-106,138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE***", on property zoned "R-10,000" and "R-20,000"; and,

WHEREAS, the Owner/Developer has proposed to construct a residential subdivision (hereinafter, "the Project") in accordance with the provisions set forth in Article VIII of the City Zoning Ordinance; and,

WHEREAS, the City's Planning and Zoning Commission approved the Subdivision Plat for the Project on <u>March 13, 2020</u>; and,

WHEREAS, prior to the issuance of any building permits for the Project, the City requires that evidence of financial responsibility in the form of a performance bond, irrevocable letter of

credit or cash bond be furnished by the Owner/Developer to guarantee completion those site improvements shown, or to be shown, on the final approved construction plans and/or such off-site improvements as may be required by the City, in order to protect the City and the residents thereof from the costs of failure to complete in the required manner the necessary public improvements; and,

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions for the completion of all required site improvements for the work listed below according to the approved plans and specifications attached: Grading, Stakeout, Water (A-948), Sanitary Sewer (S-10-06), Road Work (R-254-C), Concrete Work, Curb & Gutter, Sidewalks, Storm Drains, Storm Water Management and Water Quality Facilities, Landscaping, and As-Built Plans and Telecommunications Fiber Conduit.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings, agreements and covenants herein expressed, the parties hereto agree as follows:

1. The Owner/Developer has prepared construction plans, specifications, and descriptions the Project pursuant to its approved Site Development Plan, and submitted them to the City for its review and approval. These plans and specifications, prepared by Carroll Land Services, Inc. CLSI ("CLSI"), were approved by the City on July 11, 2019 and are incorporated herein by reference. The Developer agrees to furnish "as-built" construction drawings tying into U.S.G.S. datum to the City for its future reference at the Owner/Developer's expense in a digital format as determined by the City.

2. The Owner/Developer shall furnish, prior to permit issuance, standard corporate performance and payment bonds in a form approved by the City, or irrevocable letters of credit or a cash deposit, in the amount of 110% of the full contract price for construction of the Grading, Stakeout, Water (A-948), Sanitary Sewer (S-10-06) Road Work (R-254-C), Concrete Work, Curb & Gutter, Sidewalk, Storm Drains, Storm Water Management and Water Quality Facilities, Landscaping, As-Built Plans and Telecommunications Fiber Conduit as a guarantee for the satisfactory and timely completion of said work. The City may, in its discretion, permit the bond, irrevocable letter of credit or cash deposit to be reduced in proportion to the amount of the said work completed, at 50% and 80% of completion. If an irrevocable letter of credit is posted by the Owner/Developer, it shall contain the following language in addition to any and all other language and requirements deemed appropriate by the City:

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless sixty (60) days prior to such expiration date you are notified by registered letter that the City of Westminster elects to release this Letter of Credit for any such additional period.

3. In the event the Owner/Developer fails to construct the required improvements herein in accordance with the plans and specifications approved by the City, or fails to convey the right-of-way for public roads, and SWM facilities, water and sanitary sewer facilities, and/or required easements for public facilities, or fails to commence appropriate and effective corrective action within the time periods set forth in Paragraph 4 hereof after written notification by the City of non-compliance with any pertinent requirements during the construction of said improvements, or otherwise fails to perform its obligations under this Agreement, the City shall have the right to call or draw upon the security posted pursuant to Paragraph 2 hereof. The City shall have the right to refuse to accept or to maintain said public improvements until the same are fully completed by the Owner/Developer, or at its option, to accept and record deeds for easements and/or rights-of-way described by plats and enter into and upon the same for the purpose of constructing or repairing the required improvements.

4. In the event of default by the Owner/Developer in performance of its obligations under this Agreement, the City shall give notice in writing to the Owner/Developer and to the issuer of the security posted pursuant to Paragraph 2 hereof, of such default. Subject to the last sentence of this Paragraph, in the event that such default has not been cured by the Owner/Developer within fifteen (15) days after receipt of such written notice, the City shall give the Surety written notification of said default, and the Surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such reasonable period as the City may specify; or (b) indemnify the City against loss or expense arising out of failure of the Owner/Developer to complete said improvements as required by the terms of this Agreement. If Surety fails to take the required corrective action within thirty (30) days of the foregoing election, any construction or conveyance privileges granted to the Owner/Developer for the improvements guaranteed by this Agreement may be suspended by the City pending completion of the required improvements. Notwithstanding the foregoing, so long as the Owner/Developer has commenced to cure and is diligently proceeding to cure a non-monetary default, the time period within which such default may be cured shall be

extended in the City's discretion for such period as may be reasonably necessary to complete the cure in the exercise of due diligence.

5. The City, in addition to any recovery under the guarantee or security, shall nevertheless have the right to maintain an action against the Owner/Developer for such additional costs or damages as may be incurred to complete the required improvements herein described in accordance with the applicable plans and specifications.

6. All right, title and interest in and to all drainage and utility easements, public streets and public roadways, and all public improvements located therein, including but not limited to, water mains, sewer mains, storm drain lines, storm water management facilities, and all related accessories and appurtenances of any of the foregoing are to be conveyed by the Owner/Developer or its successors or assigns to the City when completed to the City's satisfaction and, in the event all or any part of the Project is transferred to another person or entity prior to acceptance of conveyance of said facilities to the City, the Owner/Developer must reserve said facilities to itself for conveyance to the City or must require its successors or assigns, by deed restriction or other method satisfactory to the City, to convey the facilities to the City when completed to the City's satisfaction.

7. The parties acknowledge, covenant and agree that the Owner/Developer shall be fully and completely responsible for snow and ice control and removal on the streets in the development covered by this Agreement that are to be dedicated to the City until such time as those streets are officially accepted by The Mayor and Common Council of Westminster at a regularly scheduled public meeting. The City shall have no obligation whatsoever for the snow and ice control and removal on the streets until such time as the streets to be dedicated to the City have been officially accepted as outlined above.

8. The Owner/Developer shall reimburse the City for all costs incurred by the City in connection with the inspection of those facilities to be taken over by the City, the construction cost for work performed by request of the Owner/Developer by letter, and the fees of consultants, including legal, engineering and other appropriate professionals, employed by the City to review contract documents, perform tests and observe construction of items to be conveyed to the City. The Owner/Developer will be assessed a fee of 4.5% as set by law in §A-1751.1 A.(14)(c)[1] of the City Code, of the value of those public works and related improvements for construction

inspection by the City for this project. The Owner/Developer agrees to pay this fee prior to the release of signed Mylar's for construction.

9. The Owner/Developer shall incorporate sediment and erosion control facilities, approved by the City and the Soil Conservation District, in the development of the Project and shall construct and maintain said facilities until such time as the City and the Soil Conservation District notify the Owner/Developer in writing that those facilities are no longer required, at which time those facilities no longer required shall be removed and the land returned to a condition acceptable to the City by the Owner/Developer. The performance bond, irrevocable letter of credit or cash deposit issued pursuant to Paragraph 2 hereof shall include an amount sufficient to cover the cost of erosion and sedimentation control facilities.

10. The Owner/Developer, upon application for building permits, shall make payment to the City for all water and sanitary sewerage special benefit assessment and related charges resulting from the approved plans and specifications pertaining to the project in accordance with Sections 124-13 and 160-8 of the Charter and Code of Laws and the Utility Fee Ordinance. The Owner/Developer shall install all water and sanitary sewer service laterals when required as a part of the extension of the water and sanitary sewer mains resulting from the approved plats, plans and specifications, pertaining to the Owner/Developer's property. For each lateral that the Owner/Developer extends at its own cost, the Owner/Developer shall be exempted from the normal connection charges that would ordinarily be imposed by the City in accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance; however, the Owner/Developer shall pay the invoiced cost of all required water meters, which the City will furnish for installation by the Owner/Developer accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance.

11. The Owner/Developer, upon application for building permits, shall make payment to the City when required for all Special Capital Benefit Assessment and related charges in accordance with the Schedule contained in Section 133-3 of the Charter and Code of Laws and the General Fee Ordinance.

12. The Owner/Developer acknowledges that the City has entered into a Consent Order dated April 3, 2007; with the Maryland Department of the Environment and that the City has subsequently adopted a Water and Sewer Allocation Policy. The City will provide water and sewerage service to the Project in accordance with said Water and Sewer Allocation Policy and

any amendments thereto, together with the City's laws and regulations relating to such water service and sewer service, and the Owner/Developer accepts and agrees to the terms of said Water and Sewer Allocation Policy, and amendments thereto. The City has reserved and will provide water service to the Project in accordance with a Memorandum of Understanding dated June 2, 2014, as amended by a First Memorandum of Understanding.

13. Any contractor engaged by the Owner/Developer for the performance of any work in connection with any facilities intended hereunder to be accepted by the City shall be subject to the City's approval, and said contractors shall be subject to any prequalification standards which may be in existence, adopted, or hereafter adopted or modified as being in the best interests of the City. The City shall have the right to review all contractors and awards for such work.

14. Should the Owner/Developer not begin construction of the Project within two (2) years of date of execution of this Agreement, this Agreement shall expire and a new Agreement shall be executed incorporating any changes, increased guarantees, or conditions as may be required by the City.

15. The Owner/Developer shall submit to the City, for informational purposes only, if required by the City, exterior design elevations and samples of exterior building materials prior to the issuance of building permits.

16. The Owner/Developer shall abide by all City and/or County codes in effect relating to the work. In case of conflict between Codes, the City will direct which shall apply.

17. The Owner/Developer shall be entitled to, and the City shall not deny, use and occupancy permits for the dwelling units shown on the record plats or part thereof, after the blacktop base course is installed on any and all streets shown on the record plats respectively, provided all other building requirements are met and provided the Owner/Developer is not in default of any other provision of this Agreement.

18. The Owner/Developer shall install the final surface of the streets, or portions thereof, as shown on the record plats respectively ("Streets" or "Street" in the singular) as provided herein. The Owner/Developer shall install the final surface on each Street upon the earlier to happen of the following: i) four years after the issuance of Public Works Agreement; ii) notification and demand by the City to proceed with installation of final surface of such street and commence installation within fifteen (15) days after City has made demand and shall continue such installation diligently thereafter until completion. The City shall be required to issue use and

occupancy permits in a given block of a Street which has base paving provided such block has contiguous access to an otherwise completed street for ingress and egress to and from such block and the Owner/Developer is not in default under i and ii above. In addition to the other remedies available to the City in the event of the Owner/Developer's failure to comply with the Public Works Agreement, timely performance of such obligations shall be a condition to the issuance of any permits thereafter.

19. The Owner/Developer shall assign an English-speaking Project superintendent, who must be on site at all times while work is progressing and who will be responsible for coordination of all work and provide liaison with City representatives. The Owner/Developer shall notify the City of the name of such superintendent in writing.

20. The Owner/Developer shall hold the City harmless and defend and indemnify it from any and all claims arising from the operations of the Owner/Developer, its employees, contractors, subcontractors, and agents.

21. The Owner/Developer shall provide a maintenance bond prior to acceptance by the City of any public facilities in the amount of ten percent (10%) of the construction cost of said facilities. The bond must be executed by Surety satisfactory to the City and shall be effective for a one-year guarantee period. It is understood and agreed that in the event the Owner/Developer fails to re-execute, correct or repair any work performed in connection with said public improvements that may be found within the one-year maintenance period to be improper or imperfect as a result of substandard material or workmanship or failure of materials or workmanship, or otherwise fails to fulfill the terms of the plans and specifications, and the Owner/Developer fails or is unable to commence to correct and diligently complete such work after 30 days' notice from the City, then in that event the City may purchase materials, tools and equipment, employ labor, and/or let a contract as required to perform the necessary corrective work covered in the guarantee. All costs and expense incurred thereby by the City shall be charged against the maintenance bond. In addition to any recovery under the bond, the City shall also have the right to initiate and maintain an action against the Owner/Developer for such additional costs as may be incurred in order to complete the required improvements herein described in accordance with the applicable plans and specifications.

22. This Agreement and the Owner/Developer's rights and obligations thereunder, may not be assigned or transferred by the Owner/Developer to any persons, firm or corporation of financial

standing reasonably sufficient to fulfill the obligations of the Owner/Developer under this Agreement, except upon the written consent of the City. Upon written approval by the City of such assignment or transfer, the Owner/Developer shall have no further liability or obligation there under other than that which may have existed prior to the effective date of the assignment or transfer.

23. Upon receipt of certification by the City's consulting engineer, representative and/or agent that all facilities to be deeded to City, more specifically described as roadway, including curbs, gutters and sidewalks, storm drains, water mains, sanitary mains, and storm water management facilities, have been satisfactorily constructed and that they together with the right-of-way and easements therefor have been deeded and transferred to the City free and clear of liens and encumbrances of any kind, the City shall simultaneously accept said facilities and shall take title to same and thereafter maintain them at the City's cost. The Owner/Developer shall prepare such deeds at his cost and shall pay all recordation costs. Prior to transfer of the aforementioned facilities to City, they will be owned, operated and maintained for public use at the sole expense of Owner/Developer.

24. The Owner/Developer agrees to incorporate in the plans for said Residential Development covered by this Agreement stormwater management facilities designed in accordance with current Maryland Department of the Environment (MDE) regulations, and amendment thereto, and stormwater management regulations of the City. All calculations and designs for stormwater management will be reviewed and approved by the City prior to issuance of any building permits. The Owner/Developer, or its successors and assigns, shall maintain such stormwater management facilities, or cause the same to be maintained. For the purposes herein, maintenance shall include mowing such area periodically as necessary and doing any and all work, repair and replacement necessary to comply with any rules, regulations and standards promulgated by or imposed by the City and other applicable governmental authority. The Owner/Developer shall furnish a maintenance guarantee acceptable to the City ("the Stormwater Maintenance Amount") to provide for such maintenance, the guarantee being evidence of financial responsibility in the form of a performance and payment bond, irrevocable letter of credit or cash bond to protect the City and residents thereof from the costs of Owner/Developer's failure to perform such maintenance as may be required. On the date that Owner/Developer tenders to City the Stormwater Maintenance Amount (as calculated below in regard to a given stormwater management facility) but no earlier

than the second anniversary of the date on which the City approved completion of the stormwater management facilities, the Owner/Developer no longer shall be responsible for the maintenance of such facility and the City shall assume the obligation of maintaining the said facility. For the purposes of this Agreement the Stormwater Maintenance Amount for each facility shall be an amount estimated to be sufficient to cover maintenance of such facility over the next following ten (10) years discounted by anticipated accrued interest thereon. The City shall determine the amount of the Stormwater Maintenance Amount employing estimating techniques and practices then in current common professional use and shall notify the Owner/Developer of the amount no later than twenty (20) months next after the date on which the City approved the completion of such stormwater facility. Such notice shall include a detailed statement as to the assumptions and calculations employed in determining the Stormwater Maintenance Amount. In the event that Owner/Developer does not accept such determination, the Owner/Developer may engage a professional civil engineer licensed in the State of Maryland to make an independent determination of the Stormwater Maintenance Amount. The Owner/Developer shall give the City notice of the assumptions and calculations used in such determination. In the event that the Owner/Developer's determination and that developed by the City differ by not more than fifteen percent (15%) of the smaller of the such amounts, then the Stormwater Maintenance Amount shall be the smaller amount increased by one-half (½) of the difference between the two. In the event that the difference between the two determinations exceeds fifteen percent (15%) of the smaller of the two, the City at its option, may accept the Owner/Developer's determination or may engage a professional civil engineer licensed in the State of Maryland to undertake a third and independent determination. In such case, the Stormwater Maintenance Amount shall be the total of one-half (½) of the difference between those two determinations (of the three (3) mentioned above) between which there is the least difference added to the smaller of those two determinations. The party responsible for the determination not used for this calculation shall be responsible for the cost of obtaining the third determination. Notwithstanding anything herein to the contrary, at such time as the Stormwater Maintenance Amount is tendered, the above-mentioned bond shall be released in favor of the Owner/Developer.

25. The City retains the absolute right to withhold its approval both of buildings and of use and occupancy permits for the Project if the Owner/Developer fails to perform the requirements specified in this Agreement including, but not limited to, payment of all applicable invoices,

maintenance of surety and other related requirements, or fails to protect the health, safety and welfare of the City and its residents as determined by the City.

26. This document constitutes the entire Agreement between parties. This Agreement may only be modified or changed in writing and signed between the parties, it being expressly understood that no verbal notices or agreements shall be effective to alter the terms hereof.

27. The Owner/Developer agrees to incorporate on the Site Development Plan landscaping as required by the City and related review agencies and approved by the City. All landscaping including design, installation, guarantees and release of Surety, shall conform to the requirements of the City's adopted Landscape Manual and any subsequent amendments. Surety in the amount of 110% of the cost of the landscaping and related work shall be provided to the City prior to release of a building permit.

28. The Owner/Developer shall complete its work hereunder in accordance with the approved plans and conditions as determined by the Director of Community Planning and Development.

29. Upon completion of the Project and prior to issuance of use occupancy permits, if determined to be necessary by the City, the Owner/Developer and the City shall enter into and record among the Land Records of Carroll County a Stormwater Management Easement and Maintenance Agreement which shall provide for the perpetual maintenance of storm water management facilities and appurtenant devices to be constructed in accordance with all applicable requirements of Chapter 136 of the Westminster City Code entitled "Stormwater Management". The Owner/Developer may assign or transfer its rights and obligation under the aforementioned Stormwater Management Inspection and Maintenance Agreement to any person, firm or corporation of financial standing reasonably sufficient to fulfill its obligations upon the City's written approval. Prior to such assignment or transfer, the City shall review and approve all documents to effect the assignment or transfer prior to issuing its written approval.

30. The Owner/Developer has submitted plans for the installation of fiber conduit in the street right-of-way abutting each lot, in a manner permitting the City to install in such conduit fiber optic facilities suitable to connect the lot at the lot line to the Westminster Fiber Network, which plans the City has approved. Prior to the final surface paving of any street or roadway in the Project, the Owner/Developer shall, at the sole cost of the Owner/Developer, install the fiber conduit according to such plans. The installation shall be inspected by the City. The fiber conduit facilities shall be included in the conveyance of the roadways to the City in accordance with Paragraph 23 hereof.

No use and occupancy permit shall be issued for any improvement on a lot for which fiber conduit has not been installed in the abutting right of way.

IN WITNESS WHEREOF, the City and the Owner/Developer have caused this instrument to be duly executed by their respective officers hereunto duly authorized and have placed it under seal.

ATTEST:

NAGANWEST, LLC,
a Maryland limited liability company

_____ By : _____Seal)
BY: Richard H. Kress
ITS: General Manager

ATTEST:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ By : _____Seal)
Shannon Visocsky, City Clerk

Joe Dominick, Mayor

Recommended for Approval:

_____
Mark Depo, Director
Community Planning and Development

Recommended for Approval:

_____
Jeff Glass, Director
Public Works

Approved as to form and legal sufficiency
this _____day of _____, 20___.

_____
Elissa D. Levan, City Attorney

STATE OF MARYLAND
COUNTY OF _____

On this _____ day of_____, 2020, before me, a Notary Public of the State of Maryland, in and for _____ aforesaid, the undersigned officer, personally appeared, Richard H. Kress, who acknowledged his or herself to be General Manager of NAGANWEST, LLC, a Maryland limited liability company, that he or she, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said limited liability company in his capacity therein stated.

In witness whereof I hereunto set my hand and Official Seal.

_____
Notary Public

My Commission expires _____

DEED OF STORM WATER MANAGEMENT EASEMENT
AND MAINTENANCE AGREEMENT
(Private Storm Water Management Facilities)

This Deed of Storm Water Management Easement and Maintenance Agreement, made this ____ day of _____, 20_____ by and between **NAGANWEST, LLC**, a Maryland Limited Liability Company (Grantor); **THE MAYOR AND COMMON COUNCIL OF WESTMINSTER**, a Municipal Corporation of the State of Maryland (Grantee); **GREGORY OWENS and BRANDT BUTCHER, TRUSTEES** on behalf of **FIRSTRUST BANK**, a bank chartered in the Commonwealth of Pennsylvania ("LENDER ONE"); **D.R. HORTON, INC.**, a Delaware Corporation ("LENDER TWO"); and **KRESS FAMILY INVESTMENTS, LLC**, a Maryland limited liability company ("LENDER THREE").

WHEREAS, the within Grantor is the owner of a certain lot, tract or parcel of land situate, lying and being in the Seventh (7th) Election District of Carroll County, Maryland and located within the corporate limits of the City of Westminster, which lot, tract or parcel is being subdivided into residential building lots by means of the recordation of a subdivision plat(s) entitled "***Lots 98-106, 128, 138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE***" consisting of six (6) plats (hereinafter referred to collectively as the "Plat"); and

WHEREAS, certain lots as hereinafter particularly described will contain certain storm water management facilities; and

WHEREAS, as a condition of approval of said Plat set forth in Note 8 thereon, Grantor is conveying the following described easements to Grantee; and

WHEREAS, LENDER ONE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Deed of Trust,

which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 231, etc., as amended by Amendment dated September 10, 2019, and recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 505, etc.; and

WHEREAS, LENDER TWO has secured two (2) loans to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of: A) an Indemnity Deed of Trust, which is dated May 30, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 262, etc.; and B) an Indemnity Deed of Trust which is dated August 27, 2019, and is recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 511, etc.; and

WHEREAS, LENDER THREE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Mortgage, which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 292, etc.; and

WHEREAS, LENDER ONE, LENDER TWO and LENDER THREE, pursuant to and in accordance with their respective loan documents, do hereby consent to the grant of the easements conveyed herein and agree that their respective liens shall be subject to said easements.

NOW THEREFORE, THIS DEED OF EASEMENT, WITNESSETH, That for and in consideration of the sum of Zero Dollars ($0.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said NAGANWEST, LLC, a Maryland Limited Liability Company, does hereby grant and convey unto the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, a Municipal Corporation organized and existing under the laws of the State of Maryland, its successors and assigns, in perpetuity, an easement over any drywell facilities located on **Lots 98-106, 128, 138-140, 148-154, and 194-213** on Plats entitled "***Lots 98-***

106, 128, 138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE" recorded among the Plat Records of Carroll County in Plat Book No. _____, Folios _____-_____, plus an area described as a circle with a 10 foot radius extending from the center point of each drywell; said easement being for the purpose of allowing Grantee, its successors and assigns, and its authorized representatives, access to and ingress from the closest public right of way reasonably suitable for the purpose to any storm water management facilities located on said lots for the purpose of maintaining, repairing, replacing and/or relocating same provided said activities shall be conducted in a manner that does not unreasonably interfere with the lawful improvements located on any lot; and, provided however that the obligation to maintain, repair and replace said private storm water management facilities (sometimes colloquially referred to as a "box of rocks" or the like) remains with owner of the lot on which said private storm water management facility is located and this Deed of Easement is not intended to create any obligation to act on the part of Grantee.

The easements hereby granted extend over and across portions of all that property owned by Grantor by virtue of a Deed dated May 30, 2017 and recorded among the Land Records of Carroll County in Liber DBS No. 8707, folio 399, etc.

TO HAVE AND TO HOLD the right and privilege of the use of the easement areas above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER its successors and assigns, in perpetuity. THE GRANTOR reserves the right to use the property for any purpose not inconsistent with the easement conveyed herein.

THE PARTIES hereto certify that there was no actual monetary consideration for the transfer of the hereinabove described property.

AND THE SAID GRANTOR hereby covenants that it will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the within Grantor and Lenders.

SIGNATURE PAGES TO FOLLOW:

NO TITLE EXAMINATION

NAGANWEST, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF MARYLAND)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **NAGANWEST, LLC**, a Maryland Limited Liability Company, and that he, as such General Manger, being authorized so to do, executed the same for the purposes therein contained by signing the name of the body corporate and politic by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged herself/himself to be the _____ of **FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

D.R. HORTON, INC., a Delaware corporation

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of **D.R. HORTON, Inc., a Delaware corporation**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

KRESS FAMILY INVESTMENTS, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **KRESS FAMILY INVESTMENTS, LLC**, a Maryland Limited Liability Company, and that he, as such General Manager, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

ACCEPTED:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, Grantee

_____ BY: _____(SEAL)
_____, CLERK JOE DOMINICK, MAYOR

I certify that I am duly authorized to practice law in the State of Maryland, and that this instrument has been prepared by me or under my supervision.

_____ _____
CLARK R. SHAFFER DATE

After recording please
return to:
City of Westminster
56 W. Main St.
Westminster, MD 21157

DEED OF STORM DRAIN EASEMENT

THIS DEED OF STORM DRAIN EASEMENT, made this _____ _____ day of _____, in the year Two Thousand and _____, by and between **NAGANWEST, LLC**, a Maryland Limited Liability Company, (Grantor); **THE MAYOR AND COMMON COUNCIL OF WESTMINSTER**, a Municipal Corporation organized and existing under the laws of the State of Maryland, (Grantee); **GREGORY OWENS and BRANDT BUTCHER, TRUSTEES** on behalf of **FIRSTRUST BANK**, a bank chartered in the Commonwealth of Pennsylvania ("LENDER ONE"); **D.R. HORTON, INC.**, a Delaware Corporation ("LENDER TWO"); and **KRESS FAMILY INVESTMENTS, LLC**, a Maryland limited liability company ("LENDER THREE").

WHEREAS, the within Grantor is the owner of a certain lot, tract or parcel of land situate, lying and being in the Seventh (7th) Election District of Carroll County, Maryland and located within the corporate limits of the City of Westminster, which lot, tract or parcel is being subdivided into residential building lots by means of the recordation of a subdivision plat(s) entitled "***STONEGATE***", and specifically "***Lots 98-106, 128, 138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE***" consisting of six (6) Plats (hereinafter collectively referred to as the "Plat");

WHEREAS, as a condition of approval of said Plat as set forth in Note 9 thereon, Grantor is conveying the following described easements to Grantee; and

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WHEREAS, LENDER ONE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Deed of Trust, which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 231, etc., as amended by Amendment dated September 10, 2019, and recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 505, etc.; and

WHEREAS, LENDER TWO has secured two (2) loans to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of: A) an Indemnity Deed of Trust, which is dated May 30, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 262, etc.; and B) an Indemnity Deed of Trust which is dated August 27, 2019, and is recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 511, etc.; and

WHEREAS, LENDER THREE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Mortgage, which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 292, etc.; and

WHEREAS, LENDER ONE, LENDER TWO and LENDER THREE, pursuant to and in accordance with their respective loan documents, do hereby consent to the grant of the easements conveyed herein and agree that their respective liens shall be subject to said easements.

NOW THEREFORE, THIS DEED OF EASEMENT, WITNESSETH, That for and in consideration of the sum of Zero Dollars ($0.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said NAGANWEST, LLC, a Maryland Limited

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Liability Company, does hereby grant and convey unto the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, a Municipal Corporation organized and existing under the laws of the State of Maryland, its successors and assigns, in perpetuity, the right and privilege of the use of all of those easement areas situate, lying and being on the Land as more specifically shown, described and designated on "the Plat", consisting of six (6) separate pages and recorded among the Plat Records of Carroll County in Plat Book No. ___, pages _____ - _____; said easement areas being specifically designated on the Plat as either a "10' Storm Drain Easement for City of Westminster" or a "20' Storm Drain Easement for the City of Westminster" on the Plat; said easements being for the purpose of the laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing, and increasing or decreasing in size the storm drain pipes, swales, additional lines, service pipes, valves, manholes, and accessory equipment.

The easements hereby granted extend over and across portions of all that property owned by Grantor by virtue of a Deed dated May 30, 2017 and recorded among the Land Records of Carroll County in Liber DBS No. 8707, Folio 399, etc.

FURTHER, the Grantor hereby grants and conveys to said Grantee, its successors and assigns, in fee simple, all those certain pipes, drains, clean-outs, valves, manholes, accessory equipment, and all other appurtenances to be installed and used for the operation of a storm drain system and situate within the hereinabove described easement areas and rights-of-ways. The easements are subject to the following terms and conditions:

1. The storm drain pipes, swales, additional lines, service pipes, valves, manholes, accessory equipment, and all other appurtenances shall be and remain the property of the Grantee,

its successors and assigns.

2. The Grantee and its agents, employees and servants, shall have full and free use of the easements for the purposes named, including the right of access to and from said easement.

3. The Grantee shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions, or facilities on the easements and extra-construction area, deemed by the Grantee to interfere with the proper and efficient use of the easements for the purposes hereinbefore named; provided however, the Grantee, at its own expense, shall restore, as nearly as possible, the property to its original condition, including the backfilling of trenches and re-seeding of lawns or pasture areas, but not the replacement of structures, trees, shrubbery, or other obstructions.

4. The Grantor reserves the right to construct and maintain private roadways over the easements and to make any use of the easement herein granted not inconsistent with the rights herein granted, or with the use of the easements for the purposes named. Among other uses inconsistent with the easements, the Grantor shall not erect any building or other structure; make a fill or excavation of earth so as to cause a change in contour; inundate the land with water, within the easement area without first obtaining the written approval of the Grantee.

THE PARTIES hereto certify that there was no actual monetary consideration for the transfer of the hereinabove described property.

TO HAVE AND TO HOLD the right and privilege of the use of the easement areas above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and

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benefit of the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER its successors and assigns, in perpetuity.

AND THE SAID GRANTOR hereby covenants that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the within Grantor and Lenders.

SIGNATURE PAGES TO FOLLOW:

NO TITLE EXAMINATION

DRAFT

NAGANWEST, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF MARYLAND)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **NAGANWEST, LLC**, a Maryland Limited Liability Company, and that he, as such General Manger, being authorized so to do, executed the same for the purposes therein contained by signing the name of the body corporate and politic by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

DRAFT

FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged herself/himself to be the _____ of **FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

DRAFT

D.R. HORTON, INC., a Delaware corporation

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of **D.R. HORTON, Inc., a Delaware corporation**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

DRAFT

KRESS FAMILY INVESTMENTS, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **KRESS FAMILY INVESTMENTS, LLC**, a Maryland Limited Liability Company, and that he, as such General Manager, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

DRAFT

ACCEPTED:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, Grantee

_____ BY: _____(SEAL)
_____, CLERK JOE DOMINICK, MAYOR

I certify that I am duly authorized to practice law in the State of Maryland, and that this instrument has been prepared by me or under my supervision.

_____ _____
CLARK R. SHAFFER DATE

After recording please
return to:
City of Westminster
56 W. Main St.
Westminster, MD 21157

DRAFT

DEED OF TEMPORARY PUBLIC UTILITY EASEMENT

THIS DEED OF TEMPORARY PUBLIC UTILITY EASEMENT, made this _____ day of _____, in the year Two Thousand and _____, by and between **NAGANWEST, LLC**, a Maryland Limited Liability Company, (Grantor), and **THE MAYOR AND COMMON COUNCIL OF WESTMINSTER**, a Municipal Corporation organized and existing under the laws of the State of Maryland, (Grantee); **GREGORY OWENS and BRANDT BUTCHER, TRUSTEES** on behalf of **FIRSTRUST BANK**, a bank chartered in the Commonwealth of Pennsylvania ("LENDER ONE"); **D.R. HORTON, INC.**, a Delaware Corporation ("LENDER TWO"); and **KRESS FAMILY INVESTMENTS, LLC**, a Maryland limited liability company ("LENDER THREE").

WHEREAS, the within Grantor is the owner of a certain lot, tract or parcel of land situate, lying and being in the Seventh (7th) Election District of Carroll County, Maryland and located within the corporate limits of the City of Westminster, which lot, tract or parcel is being subdivided into residential building lots by means of the recordation of a subdivision plat(s) entitled "***Lots 98-106, 128, 138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE***", consisting of six (6) Plats (hereinafter collectively referred to as the "Plat"); and

WHEREAS, the TEMPORARY PUBLIC UTILITY EASEMENT granted herein is located on and over land which is intended, when future sections of *STONEGATE* are recorded, to be occupied by roads dedicated to the public (City of Westminster) and, if and when such dedications occur, and when such roads are accepted by the City of Westminster, the need for these easements shall be obviated; and

WHEREAS, as a condition of approval of said Plat as set forth in Note 11 thereon, Grantor

is conveying the following described temporary easement to Grantee, it being the intention of the parties that this Easement shall remain in effect until such time as it is terminated according to its terms; and

WHEREAS, LENDER ONE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Deed of Trust, which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 231, etc., as amended by Amendment dated September 10, 2019, and recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 505, etc.; and

WHEREAS, LENDER TWO has secured two (2) loans to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of: A) an Indemnity Deed of Trust, which is dated May 30, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 262, etc.; and B) an Indemnity Deed of Trust which is dated August 27, 2019, and is recorded among the Land Records of Carroll County in Liber HD No. 9411, Folio 511, etc.; and

WHEREAS, LENDER THREE has secured a loan to the Grantor herein by property which wholly or in part is set forth on the aforementioned Subdivision Plat(s), by way of a Mortgage, which is dated May 31, 2017, and is recorded among the Land Records of Carroll County in Liber DBS No. 8708, Folio 292, etc.; and

WHEREAS, LENDER ONE, LENDER TWO and LENDER THREE, pursuant to and in accordance with their respective loan documents, do hereby consent to the grant of the easements conveyed herein and agree that their respective liens shall be subject to said easements.

NOW THEREFORE, THIS DEED OF TEMPORARY PUBLIC UTILITY EASEMENT, WITNESSETH, That for and in consideration of the sum of Zero Dollars ($0.00), and other good

and valuable considerations, the receipt of which is hereby acknowledged, the said NAGANWEST, LLC, a Maryland Limited Liability Company, does hereby grant and convey unto the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, a Municipal Corporation organized and existing under the laws of the State of Maryland, its successors and assigns, a temporary easement for the purpose of the laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing and increasing or decreasing in size storm drain pipes, swales, service pipes, valves, manholes, and accessory equipment, and for the purpose of allowing the location, relocation, construction, reconstruction, operation, maintenance and repair of utility facilities, including but not limited to water and sewer lines, structures, conduits, and related supporting items, over, above, under and through those areas designated as "Temporary Public Utility Easement" as shown on a plat entitled "***Lots 98-106, 128, 138-140, 148-155, 194-213, Parcels W, X, Y & Z, Resubdivision of a Portion of Parcel 'K' Previously Recorded in Plat Book 55, Page 23, Now Known as Section IV STONEGATE***", recorded among the plat records of Carroll County, in Plat Book No. _____, Folios _____-- _____.

BEING an easement over and across portions of all that property owned by Grantor by virtue of a Deed dated May 30, 2017 and recorded among the Land Records of Carroll County in Liber DBS No. 8707, folio 399, etc.

TO HAVE AND TO HOLD the right and privilege of the use of the easement area above described and mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, its successors and assigns, until such time as a public road encompassing the land over which said easements run is accepted by the Grantee and deeded in fee simple to the Grantee, at which time

said Temporary Easement shall automatically terminate without need of any additional action or the execution of any additional document.

AND THE SAID GRANTOR hereby covenants that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the within parties.

SIGNATURE PAGES TO FOLLOW:

NO TITLE EXAMINATION

NAGANWEST, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF MARYLAND)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **NAGANWEST, LLC**, a Maryland Limited Liability Company, and that he, as such General Manger, being authorized so to do, executed the same for the purposes therein contained by signing the name of the body corporate and politic by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged herself/himself to be the _____ of **FIRSTRUST BANK, a bank chartered in the Commonwealth of Pennsylvania**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

D.R. HORTON, INC., a Delaware corporation

_____ BY: _____(SEAL)
WITNESS _____
_____

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of **D.R. HORTON, Inc., a Delaware corporation**, and that he/she, as such _____, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

KRESS FAMILY INVESTMENTS, LLC,
a Maryland Limited Liability Company

_____ BY: _____(SEAL)
WITNESS Richard H. Kress,
General Manager

STATE OF _____)
) TO WIT:
COUNTY OF _____)

ON THIS, the_____day of_____, 2020, before me, a Notary Public, the undersigned officer, personally appeared Richard H. Kress who acknowledged himself to be the General Manager of **KRESS FAMILY INVESTMENTS, LLC**, a Maryland Limited Liability Company, and that he, as such General Manager, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

My Commission expires_____.

ACCEPTED:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, Grantee

_____ BY: _____(SEAL)
_____, CLERK JOE DOMINICK, MAYOR

I certify that I am duly authorized to practice law in the State of Maryland, and that this instrument has been prepared by me or under my supervision.

_____ _____
CLARK R. SHAFFER DATE

After recording please
return to:
City of Westminster
56 W. Main St.
Westminster, MD 21157

To: Mayor and Common Council

From: Barbara B. Matthews

Date: June 5, 2020

Re: Ordinance No. 922 – Adoption of FY 2021 Budget

Background

The City's new fiscal year will commence on July 1, 2020. In accordance with Article II of the Charter of the City of Westminster and in consultation with the Mayor and members of the Common Council's Finance Committee, the City Administrator prepared a proposed budget for the Common Council's consideration. She presented the proposed fiscal year (FY) 2021 budget at the Mayor and Common Council meeting on April 27, 2020. On this date, the Common Council introduced Ordinance No. 922, adopting the budget for FY 2021.

Since introduction of Ordinance No. 922, the Mayor and Common Council held two public hearings to provide an opportunity for Westminster residents and other interested parties to offer their thoughts and opinions on the FY 2021 budget proposal; the public hearings were held on April 30, 2020 and May 4, 2020. Additionally, the Mayor and Common Council held budget work sessions on April 30, 2020 and May 4, 2020. The Westminster Planning and Zoning Commission reviewed and endorsed the proposed Capital Improvement Program for FY 2021 – FY 2026 at its meeting on May 7, 2020.

Ordinance No. 922 came before the Mayor and Common Council for adoption on both May 11, 2020 and May 18, 2020. Adoption was deferred on each of these dates due to pending matters that required further discussion among the members of the elected body.

Ordinance Modifications Since Introduction

Staff has made certain modifications to Ordinance No. 922 since its introduction on April 27, 2020. These modifications are described below.

- As directed by the Common Council on May 11, 2020, the Director of Recreation and Parks developed a plan to eliminate the Fitness Center operating deficit. She presented her plan to both the Recreation and Parks Committee and the Finance Committee, which accepted her proposal. General Fund revenues and expenditures have been adjusted accordingly to incorporate her projected revenues and expenditures no subsidy for the operation of the Fitness Center.

- As authorized on May 11, 2020, City staff worked with Evergreen Solutions to develop an enhanced version of the Phase 3 implementation of the Compensation and Classification Study. The new Phase 3 plan was presented to both the Personnel Committee and the Finance Committee, both of which approved the same. Personnel-related expenses were adjusted accordingly in the General Fund, the Fiber Fund, Sewer Fund, and the Water Fund.

- General Fund revenues and expenditures were adjusted to reflect the cancellation of the 2020 pool season and summer camps.

- General Fund expenditures for the Human Resources Department were increased to reflect the ongoing work of The Novak Consulting Group for executive recruitment work.

- Capital Projects Fund revenues have been modified to reflect an $89,000 reduction in Highway User Revenue based on an updated projection from the State Highway Administration. Fund revenues have also been adjusted to reflect receipt of a Community Parks and Playground Program grant in the amount of $75,000 for a climbing structure at Tahoma Road Boulder Park. Anticipated bond proceeds for the Community Pool Improvements Project have been reduced from $2,995,500 to $1,225,000.

- Capital Projects Fund expenditures have been adjusted to reflect the deletion of $15,000 initially allocated for the purchase of cardio equipment for the Fitness Center. The allocation for the annual paving project has been reduced by $89,000 due to the reduction in Highway User Revenue. Also, since introduction of Ordinance No. 922 on April 27, 2020, staff learned of a delay in receiving equipment for the Carroll Arts Center HVAC Project; therefore, the full contract amount of $164,500 has been re-appropriated. The climbing structure installation at Tahoma Road Boulder Park has been incorporated. The allocation for the Community Pool Improvements Project has been reduced from $2,995,500 to $1,225,000 due to the scaling back of the project. Funding for the 45 West Main Renovation Project has been adjusted to reflect the anticipated timing of expenditures between FY 2020 and FY 2021.

- The reserve allocations for the Water Fund and the Sewer Fund increased due to a delay in receiving new vehicles for the Utility Maintenance Department, the enhanced Phase 3 implementation plan for the Compensation and Classification Study, and the continued work of The Novak Consulting Group. The reserve allocation for the Water Fund increased by $46,171 while the reserve allocation for the Sewer Fund increased by $63,263.

- Both Fiber Fund revenues and expenditures have been increased to reflect the Mayor and Common Council's direction of May 4, 2020 to provide funding for the promotion of the Westminster Fiber Network ($25,000), as well as the amount attributable to the enhanced Phase 3 Compensation and Classification Study implementation. The amended ordinance assumes an increased drawdown in State loan proceeds.

Recommendation

Staff recommends that the Common Council make a motion to amend Ordinance No. 922, to incorporate the changes highlighted in the attached document. Following the motion to amend, the Common Council can vote on the amended ordinance.

Attachments

- Amended Ordinance No. 922, adopting the FY 2021 budget
- Revised Capital Improvement Program FY 2021 – FY 2026

cc: Tammy M. Palmer, Director of Finance and Administrative Services

ORDINANCE NO. 922 AMENDED
OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, MARYLAND
APPROVING AND ADOPTING A BUDGET FOR THE
FISCAL YEAR BEGINNING JULY 1, 2020 AND
ENDING JUNE 30, 2021

WHEREAS, in accordance with the requirements of Md. Code Ann., Title 5 of the Local Government Article, and Section 41 of the Charter of the City of Westminster and Chapter 20 of the Code of the City of Westminster, the Mayor and Common Council are required to adopt an budget ordinance to appropriate funds for the several programs and purposes for which the City of Westminster must provide in the fiscal year beginning July 1, 2020 and ending June 30, 2021 ("Fiscal Year 2021") and to set the property tax rates for Fiscal Year 2021; and,

WHEREAS, the Mayor, as required by the City Charter, on or before June 15, 2020, prepared and presented to the Common Council a proposed budget outlining the anticipated expenditures and transfers for Fiscal Year 2021, and including the estimated revenues and other financing sources required and establishes the proposed tax rate for all real property taxes, personal property taxes, and public utility taxes; and,

WHEREAS, the Common Council held a public hearing with respect to the Constant Yield Tax Rate and the proposed budget on April 27, 2020, after appropriate notice thereof in a newspaper having general circulation in Westminster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Westminster that:

Section 1: From and out of the monies and balances known to be in the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Fiber Fund, and Public Housing Fund of the City of Westminster, Maryland, and from all monies anticipated to come into all funds during the

twelve (12) month period ending June 30, 2021, there shall be, and hereby are, appropriated the following sums for use by the departments and offices of the City, and for the objects and purposes for which the City must provide during Fiscal Year 2021.

GENERAL FUND REVENUES

Taxes	$11,222,367	
Licenses and Permits	570,600	
Intergovernmental	~~4,203,868~~	4,205,914
Charges for Services	~~1,057,212~~	929,708
Fines & Forfeitures	46,000	
Miscellaneous Income	111,526	
Interest Income	38,000	
Transfers	~~(2,178,304)~~	(2,989,775)
Other Financing Revenue/Reserves	~~2,020,512~~	2,589,194

GENERAL FUND APPROPRIATIONS BY ACTIVITY

Executive & Legislative	$ ~~691,173~~	686,650
Finance	~~188,941~~	195,379
Human Resources	~~142,507~~	151,439
Planning, Zoning & Development	~~494,800~~	495,920
Housing Services	~~106,177~~	106,473
Public Safety Department	~~7,277,106~~	7,186,944
Facilities	242,985	
Public Works	~~3,375,770~~	3,387,191
Technology	~~331,672~~	332,336
Public Housing	~~2,680,780~~	2,682,826
Recreation & Parks	~~1,559,868~~	1,255,391
Total General Fund Revenues	~~$17,091,781~~	16,723,534
Total General Fund Appropriations	~~$17,091,781~~	16,723,534
Difference	$ 0	

CAPITAL PROJECTS FUND REVENUES

Taxes	$ 2,284,600	
Intergovernmental	~~1,017,435~~	1,003,436
Charges for Services	306,880	
Transfers	~~1,975,269~~	2,786,740
Other Financing Sources	~~3,665,026~~	2,084,025

CAPITAL PROJECTS FUND APPROPRIATIONS BY ACTIVITY

Planning, Zoning & Development	$ 25,000	
Public Safety Department	253,418	
Facilities	~~5,400,029~~	4,720,500
Public Works	~~3,547,430~~	3,458,430
Technology	8,333	
~~Recreation & Parks~~	~~15,000~~	
Total Capital Fund Revenues	$ ~~9,249,210~~	8,465,681
Total Capital Fund Appropriations	$ 9,249,210	8,465,681
Difference	$ 0	

WATER FUND REVENUES

Charges for Services	$5,213,200	
Rental Revenue	262,227	
Miscellaneous Revenue	1,000	
Interest Revenue	20,000	
Benefit Assessment Fees/Capital Contributions	368,201	
Other Financing-Reserves	~~302,209~~	345,380

WATER FUND APPROPRIATIONS BY ACTIVITY

Executive & Legislative	$ ~~308,199~~	303,232
Finance	~~278,576~~	285,538
Human Resources	~~170,709~~	180,079
Planning, Zoning & Development	~~119,352~~	119,403
Facilities	53,945	
Public Works	~~239,615~~	241,265
Technology	~~486,733~~	487,699
Utilities	~~837,769~~	859,112
Water	~~3,671,939~~	3,679,735
Total Water Fund Revenues	$ ~~6,166,837~~	6,210,008
Total Water Fund Appropriations	$ ~~6,166,837~~	6,210,008
Difference	$ 0	

SEWER FUND REVENUES

Charges for Services	$ 6,699,700	
Other Revenue	10,000	
Interest Revenue	40,000	
Benefit Assessment Fee/Capital Contributions	24,577,607	
Other Financing-Reserves	~~269,970~~	333,233

SEWER FUND APPROPRIATIONS BY ACTIVITY

Executive & Legislative	$ 304,273	299,337
Finance	278,576	285,880
Human Resources	170,096	179,463
Planning, Zoning & Development	119,353	119,404
Facilities	53,945	
Public Works	239,668	241,318
Technology	486,732	487,698
Utilities	868,673	890,116
Wastewater	29,075,961	29,103,379

Total Sewer Fund Revenues	~~$31,597,277~~	31,660,540
Total Sewer Fund Appropriations	~~$31,597,277~~	31,660,540
Difference	$ 0	

FIBER INFRASTRUCTURE FUND REVENUES

Charges for Services	$ 724,932	
Other Revenue	1,000	
Interest	2,000	
Transfers	203,035	
Other Financing	~~503,215~~	530,209

FIBER INFRASTRUCTURE FUND EXPENDITURES

Finance	$ 3,950	
Public Works	~~70,143~~	70,368
Technology	~~42,297~~	42,851
Utility Maintenance	101,525	
Fiber	~~1,216,266~~	1,242,482

Total Fiber Fund Revenues	~~$1,434,182~~	1,461,176
Total Fiber Fund Expenditures	~~$1,434,182~~	1,461,176
Difference	$ 0	

Section 2: The Tax Levy for all real property within the City's corporate limits for the tax year beginning July 1, 2020 and ending June 30, 2021 shall be Fifty-Six Cents ($0.56) on every One Hundred Dollars ($100.00) of assessed value. The Tax Levy for all personal property within the City's corporate limits shall be One Dollar and Ten Cents ($1.10) on every One Hundred Dollars ($100.00) of assessed value. The Tax Levy on all public utility operating property within the City's corporate limits shall be One Dollar and Forty Cents ($1.40) for every One Hundred Dollars ($100.00) of assessed value. The aforementioned Tax Levy rates are inclusive of the special tax levied for the purposes of paying for the light and water used by The Mayor and Common Council of Westminster, as authorized and directed by Section 31 of the Charter of the City of Westminster.

Section 3. The taxes levied for the aforesaid respective purposes for the tax year beginning July 1, 2020 and ending June 30, 2021 shall be due and payable July 1, 2020 and shall be subject to interest beginning October 1, 2020 at the rate of 2/3 of 1 per centum for each month or fraction thereof until paid, and additionally, a 1/2 of 1 per centum penalty assessment for each month or fraction thereof until paid, provided that taxes paid by owner-occupants of residential property shall be due and payable as provided in § 10-204.3 of the Tax-Property Article of the Annotated Code of Maryland and § 143-3 of the City Code which authorize semiannual and annual payments of taxes. Additionally, taxes paid by owner-occupants of residential property on a semiannual basis as provided in § 10-204.3 of the Tax Property Article of the Annotated Code of Maryland and § 143-3 of the City Code shall be subject to a service charge in an amount equal to the service charge adopted by the Board of County Commissioners of Carroll County as to its County property taxes, which charge may include an administrative fee as permitted by law.

Section 4: That should any section of this Ordinance be determined to be invalid, such invalidity shall not affect any other sections.

Section 5: Any transfer of funds between appropriations must be approved by the Common Council in the form of an ordinance by a vote of at least 2/3 of the members of the Common Council.

Section 6: The City Administrator is hereby directed to transfer to the Capital Projects Fund any proceeds received from property tax revenues attributable to the levy of taxes at a rate by which the current property tax rate exceeds the property tax rate established in the FY 2011 budget, provided that any expenditure of the funds so appropriated shall be subject to the approval of the Common Council.

Section 7: BE IT FURTHER ORDAINED that this ordinance shall become effective ten days after its enactment by the Common Council of the City of Westminster, Maryland.

INTRODUCED this 27th day of April, 2020

_____
Shannon Visocsky, City Clerk

ADOPTED this _____ day of May, 2020

_____
Shannon Visocsky, City Clerk

APPROVED this _____day of May, 2020

_____
Joe Dominick, Mayor

APPROVED AS TO FORM AND SUFFICIENCY this _____day of May, 2020

_____
Elissa D. Levan, City Attorney

Capital Improvement Program FY 2021 to FY 2026
General Fund

	2021	2022	2023	2024	2025	2026	Total
Planning and Community Development							
Parking Study, including Meter System	25,000	165,000	0	0	0	0	190,000
Public Safety							
Vehicles - Police	166,678	167,000	167,000	167,000	164,000	164,000	995,678
Downtown Camera System	70,000	0	0	0	0	0	70,000
License Plate Reader	16,740	0	0	0	0	0	16,740
Facilities							
Longwell Building Upgrades	100,000	0	0	0	0	0	100,000
Longwell Building HVAC	0	0	100,000	756,000	0	0	856,000
Parks - Jaycee Park	80,000	0	0	0	0	0	80,000
Parks - City Park	26,000	0	0	0	0	0	26,000
Parks - Tahoma Park	75,000	0	0	0	0	0	75,000
Community Pool Improvements	1,225,000	0	0	0	0	0	1,225,000
45 West Main Street Building Renovations	2,700,000	0	0	0	0	0	2,700,000
Stage	20,300	0	0	0	0	0	20,300
Wakefield Development	329,700	0	0	0	0	0	329,700
91 West Main Street HVAC	164,500	0	0	0	0	0	164,500
Public Works							
Debt Service - Principal	580,900	597,000	445,000	456,500	358,500	234,000	2,671,900
Debt Service - Interest	184,083	167,340	148,954	134,420	119,496	106,398	860,691
Storm Water Mitigation - Carroll County Payment	198,497	208,422	218,843	229,785	241,274	253,338	1,350,159
Annual Road Paving	722,950	1,111,433	1,061,485	1,023,161	1,185,728	1,800,000	6,904,757
Sidewalk Retrofit/ADA Ramps	200,000	100,000	125,000	125,000	125,000	150,000	825,000
Building Improvements	325,000	0	0	0	0	0	325,000
Vehicles - City Fleet	452,000	570,000	700,000	445,000	390,000	300,000	2,857,000
Storm Drain System	360,000	399,000	198,000	208,000	217,000	207,000	1,589,000
West Main Street Lights	0	15,000	300,000	0	0	0	315,000
East Main Street Lights	0	15,000	450,000	0	0	0	465,000
ADA Traffic Light Upgrades	0	50,000	200,000	200,000	0	0	450,000
Crosswalks	25,000	25,000	28,000	30,000	32,000	55,000	195,000
Parking Garage Improvements	140,000	0	0	0	0	0	140,000
Holiday Tree	20,000	0	0	0	0	0	20,000
Retaining Walls	250,000	250,000	250,000	0	0	0	750,000

	2021	2022	2023	2024	2025	2026	Total
Technology							
Phone System	8,333	0	0	0	0	0	8,333
GIS Engineering	0	0	0	0	100,000	100,000	200,000
Servers	0	0	500,000	0	0	0	500,000
Parks and Recreation							
Equipment - Family Center	0	15,000	15,000	15,000	15,000	15,000	75,000
General Fund Total	**8,465,681**	**3,855,195**	**4,907,282**	**3,789,866**	**2,947,998**	**3,384,736**	**27,350,759**

Capital Improvement Program FY 2021 to FY 2026
Water Fund

	2021	2022	2023	2024	2025	2026	Total
Diatomaceous Earth Filter Rehabitation	0	1,000,000	1,000,000	0	0	0	2,000,000
New Water Supply Source Development	250,000	100,000	0	0	0	0	350,000
GIS Engineering	100,000	250,000	0	0	0	0	350,000
Servers	0	0	0	176,000	0	0	176,000
Phone System	8,333	0	0	0	0	0	8,333
Storage Tank Upgrades	0	0	450,000	0	0	0	450,000
Vehicle/Equipment Replacement	89,890	8,000	25,000	35,000	170,000	0	327,890
Taste and Odor Treatment (GAC)	0	500,000	500,000	0	0	0	1,000,000
Reservoir Improvements	100,000	0	0	0	0	0	100,000
Membrane Replacement	0	0	0	450,000	0	0	450,000
Route 27 Water Main	325,000	0	0	0	0	0	325,000
Hook Rd Tank Rehab	0	450,000	0	0	0	0	450,000
Main Street Water Main	0	0	40,000	600,000	0	0	640,000
Well Building Improvements	55,000	0	0	0	0	0	55,000
Wakefield Water System Improvements	65,000	0	0	0	0	0	65,000
Gate Valve Bolt Replacement	50,000	50,000	50,000	50,000	50,000	0	250,000
Debt Service	1,048,655	962,335	962,332	962,329	962,329	962,329	5,860,309
Water Fund Total	**2,091,878**	**3,320,335**	**3,027,332**	**2,273,329**	**1,182,329**	**962,329**	**12,857,532**

Capital Improvement Program FY 2021 to FY 2026
Sewer Fund

	2021	2022	2023	2024	2025	2026	Total
WWTP ENR & Biosolids Upgrade	22,400,000	15,715,989	6,286,395	0	0	0	44,402,384
WWTP Upgrade-Septage (County)	1,744,000	1,216,195	486,478	0	0	0	3,446,673
WWTP Upgrade-Roof	0	0	0	0	75,000	0	75,000
Inflow and Infiltration (I&I)	1,600,000	1,000,000	1,000,000	1,000,000	1,000,000	200,000	5,800,000
Vehicle& Equipment Replacement	107,890	123,000	475,000	110,000	375,000	0	1,190,890
GIS Layers	100,000	250,000	100,000	100,000	0	0	550,000
Servers	0	0	0	176,000	0	0	176,000
Phone System	8,333		0	0	0	0	8,333
WWTP Plant Expansion	0	0	500,000	8,500,000	0	0	9,000,000
Clarifier Feed Gates/Pumps	300,000	0	0	0	0	0	300,000
Pump Station Upgrades and Pumps	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Debt Service	200,000	300,000	400,000	1,300,000	1,300,000	1,300,000	4,800,000
Sewer Fund Total	**26,490,223**	**18,635,183**	**9,277,873**	**11,216,000**	**2,780,000**	**1,530,000**	**69,929,280**

Capital Improvement Program FY 2021 to FY 2026
Fiber Fund

	2021	2022	2023	2024	2025	2026	Total
Servers	0	0	0	22,000	0	0	22,000
Debt Service	927,967	925,272	927,362	928,864	924,578	924,276	5,558,316
Fiber Fund Total	**927,967**	**925,272**	**927,362**	**950,864**	**924,578**	**924,276**	**5,580,316**

Capital Improvement Program FY 2021 to FY 2026
All Funds

	2021	2022	2023	2024	2025	2026	Total
General Fund Total	8,465,681	3,855,195	4,907,282	3,789,866	2,947,998	3,384,736	28,283,787
Water Fund Total	2,091,878	3,320,335	3,027,332	2,273,329	1,182,329	962,329	12,792,642
Sewer Fund Total	26,490,223	18,635,183	9,277,873	11,216,000	2,780,000	1,530,000	69,864,390
Fiber Fund Total	927,967	930,000	930,000	930,000	930,000	930,000	5,577,967
Total All Funds	**37,975,749**	**26,740,713**	**18,142,488**	**18,209,195**	**7,840,327**	**6,807,066**	**116,518,786**

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MEMORANDUM

TO: The Honorable Mayor and Common Council of Westminster

THROUGH: Barbara B. Matthews, City Administrator

FROM: Lindsey A. Rader, Bond Counsel to the City

DATE: June 4, 2020

RE: Overview and Summary of CDA Loan Ordinance (Ordinance No. 924)

OVERVIEW: The City has determined to undertake a project generally referred to as the Westminster Community Pool Improvements Project (the "Project"), and is seeking to participate in the Maryland Community Development Administration's ("CDA") Local Government Infrastructure Financing Program (the "Program") in order to finance costs of the Project. The City has previously participated in the Program in order to finance or refinance various infrastructure projects, including a stand-alone issue for the benefit of just the City in 2019 and a pooled issue in 2017 for the benefit of the City and other Maryland governmental entities.

Under the Program, CDA issues its own revenue bonds to the public and uses proceeds to make loans to participating Maryland counties, municipalities and other public entities. A CDA loan is "papered" by one or more general obligation bonds, notes or other evidences of indebtedness issued by a borrower to CDA. CDA requires that Program participants pass legislation in the form required by CDA (an ordinance in this case). Before passing the legislation the borrower must hold a public hearing after at least 7-10 days' prior published notice.

The maximum term of a Program loan is approximately 30 years. Under the Program, bond maturity is tied to the weighted useful lives of the improvements financed or refinanced. The City prefers an approximately 20-year term for the financing (not to exceed 21-years from the date of issuance), but the City will issue more than one bond to CDA if the useful lives of the financed Project components dictate that bonds should be issued with different maturity dates.

Under the Program, the City will enter into both a Pledge Agreement and a Repayment Agreement (similar to a loan agreement) with CDA. The Pledge Agreement will contain an intercept mechanism providing that, if the City defaults in its obligations with respect to the CDA loans, CDA has the right to direct the State Treasurer to send to CDA from any sources held by the State, including income tax revenues, the amount owed by the City. The Repayment Agreement will require the City to file its audited financial statements with CDA on an annual basis and certain other reporting information tied to the events reportable under SEC Rule 15c2-12.

The Ordinance authorizing the City's participation in the Program is scheduled for introduction on June 8, 2020. The date of the required public hearing and consideration of the Ordinance for passage has not been scheduled yet.

The Ordinance authorizes a maximum aggregate principal amount of not-to-exceed $1,225,000 of general obligation bonds to be issued by the City.

A summary of pertinent provisions of the Ordinance follows. In the Ordinance, the City is referred to as the "Issuer" and CDA is referred to as the "Administration". To the extent the City issues multiple bonds to CDA, the loans evidenced by such bonds are collectively referred to as the "Loan" in the Ordinance.

SUMMARY OF ORDINANCE:

- Recitals: The Recitals trace authority for participating in the Program and define the Project.

- Authorizes the City to issue general obligation bonds in one or more series in the aggregate principal amount not to exceed $1,225,000 (the "Bonds") in order to finance or reimburse costs of the Project, fund reserves and/or pay issuance costs of the Bonds. (A series may consist of a single bond.)

- Section 1(d) authorizes the Mayor to determine (i) the final principal amount of the Bonds subject to the $1,225,000 aggregate principal amount limitation and (ii) the interest rates to be borne by the Bonds resulting in a total interest cost (expressed as a yield) within the limitations set forth in Section 1(d) for up to 5, 10, 15, 20 and 21 year maturities. (Yield limitations are stated in terms of maturities in 5-year increments because the Bonds likely will not mature exactly 20 years from date of issuance.) Also, Section 1(d) expresses the City's preference to amortize the Bonds over an approximately 20-year term, or for Project components that do not qualify for an approximately 20-year term, the longest applicable terms possible.

- Provides that the Bonds will be in substantially the form set forth in Exhibit A to the Ordinance. The final form(s) of the Bonds will be approved and executed by the Mayor, and the City seal shall be impressed thereon, attested by the City Clerk.

- Specifies that the City will be required to enter into a Repayment Agreement and a Pledge Agreement with CDA, as well as any other documents, agreements, instruments or certificates required by CDA (collectively with the Repayment Agreement and the Pledge Agreement, the "Program Documents").

- Provides for approval and execution of the Bonds by the Mayor and City Clerk, approval and execution of the Program Documents by the Mayor and/or the City Administrator, and

specifies that to the extent applicable other City officials may be signatories to the Program Documents.

- Specifies that the Bonds will be subject to prepayment as provided for in the Repayment Agreement, and such prepayment right will be tied to prepayment rights relating to CDA's bonds. (Note: typically CDA's bonds may not be prepaid for approximately 10 years from date of issuance, which means there is an approximately 10-year window in which the City may not prepay its Bonds).

- Specifies the Director of Finance shall serve as registrar for the Bonds. Standard provisions for registration, transfer or exchange of the Bonds and lost, stolen or destroyed Bonds are set forth in the Ordinance.

- Contains the City's agreement to make timely payments on the Bonds and pledges the City's full faith and credit and unlimited taxing power to payment of the Bonds. (Note: the City may pay debt service on the Bonds from other available sources as long as such sources do not violate Maryland law or federal tax code considerations.)

- The City pledges to provide CDA with financial and operating information regarding the City that will allow CDA to meet the continuing disclosure requirements of SEC Rule 15c2-12 with respect to CDA's bonds. (Note: the Repayment Agreement will also require the City to disclose to CDA the occurrence of certain enumerated events specified in SEC Rule 15c2-12.)

- Provides that as authorized by the statute governing the Program (the "CDA Act") and as security for the Bonds, the City pledges its right to receive tax and other revenue payments from the State (referred to as the "Local Government Payments"). Such pledge will be detailed in full in the Pledge Agreement. (Note: This pledge will allow CDA (i) to intercept taxes and other State-collected or State-shared revenues due from the State to the City in the event the City defaults in its obligations under the Bonds and the Program Documents and (ii) apply such intercepted taxes and revenues to meet the City's payment obligations with respect to the Bonds or to fund a deposit to a capital reserve fund maintained by CDA.)

- The Bonds will be sold to CDA at private sale for cash at par or such premium or discount as is allowed by law.

- Because it is anticipated that interest on the Bonds will be tax-exempt for federal income tax purposes, any one or more of the Mayor, the City Administrator and/or the Director of Finance are designated as the City officials responsible for issuance of the Bonds within the meaning of the federal tax code and are authorized to make certain representations and certifications or designations, determinations or elections relating to the tax-exempt status of the Bonds for federal tax code purposes. Standard representations and covenants regarding complying with the federal tax code are set forth in the Ordinance.

- The Ordinance will not be passed until a public hearing has been held with respect thereto following publication of notice of such public hearing in a newspaper of general circulation in the City.

- To the extent not paid from Bonds proceeds, the City agrees to pay costs of issuance of the Bonds from other available sources.

- Provisions of the Ordinance shall be liberally construed.

_____
Notes:

(1) While the Bonds are outstanding, the City will be required to timely file its Uniform Financial Report (UFR) and audited financial statements with CDA on an annual basis. These requirements are not specified in the Ordinance but will be specified in the Program Documents.

(2) Although not specified in the Ordinance, the Program Documents will provide that in the event the City defaults under the terms of the Program Documents, CDA will have the right to accelerate payment of the Bonds, which means that remaining outstanding principal and accrued interest could be payable to CDA upon demand following a default (this is standard for a CDA loan but is not standard in situations where the City issues its general obligation bonds to a bank). I am not aware of CDA ever accelerating any of its underlying loans.

(3) With its June 2012 bond issue, CDA changed the form of Pledge Agreement to provide that (i) a borrower may not, without CDA's prior consent (which cannot be unreasonably withheld and is based on calculated debt service coverage ratios), incur any other obligations where it has to pledge its right to receive State-collected taxes or other revenues as security *other than Maryland Water Quality Financing Administration ("MWQFA") loans,* and (ii) a borrower must notify CDA beforehand of its intention to obtain an MWQFA loan. Once the Bonds are issued, the City will have to monitor and comply with this requirement if the City participates in other State loan or grant programs in which the City is required to pledge such State-collected taxes/revenues as security for its obligations, including by providing prior notice to CDA of any MWQFA loans.

(4) CDA anticipates pricing its revenue bonds the week of July 27, 2020 and closing on the Program loans the week of August 13, 2020. If the City wishes to (i) pull out of the Program entirely or (ii) reduce the aggregate principal amount of the Bonds to be issued to an amount less than $1,225,000, that decision must be made *no later than Thursday, July 23, 2020*.

L.A.R.

cc: Tammy M. Palmer, Director of Finance
Elissa D. Levan, City Attorney

ORDINANCE NO. 924

OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER REGARDING THE MAYOR AND COMMON COUNCIL OF WESTMINSTER INFRASTRUCTURE BONDS, 2020 SERIES A

AN ORDINANCE OF THE COMMON COUNICL OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE "ISSUER"), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($1,225,000) OF BONDS OF THE ISSUER, TO BE KNOWN AS "THE MAYOR AND COMMON COUNCIL OF WESTMINSTER INFRASTRUCTURE BONDS, 2020 SERIES A" (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN) (THE "BONDS"), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF (I) FINANCING OR REFINANCING COSTS OF THE PROJECT IDENTIFIED HEREIN AS THE WESTMINSTER COMMUNITY POOL IMPROVEMENTS PROJECT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY COME DUE; PROVIDING FOR THE FORM, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS

RECITALS

WHEREAS, The Mayor and Common Council of Westminster (the "Issuer") is a municipal corporation of the State of Maryland organized under a charter (the "Charter") adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

WHEREAS, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), authorizes the Community

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Underlining: Indicates matter added by amendment after introduction
Strike-through: Indicates matter deleted by amendment after introduction

Development Administration (the "Administration"), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue one or more series of its general obligation bonds in the aggregate principal amount not to exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) (the "Bonds", as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and/or or other reserves required by the Administration under the Program identified below, and/or (iii) paying issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the "Program"); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the "Loan"); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

Section 1. Authorization, Terms, Form of Bonds. NOW, THEREFORE BE IT ENACTED AND ORDAINED by the Mayor and Common Council of Westminster, that:

(a) The Mayor and Common Council of Westminster (the "Issuer") shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), to be known as "The Mayor and Common Council of Westminster Infrastructure Bonds, 2020 Series A" (or by such other or additional designation or designations as required by the Administration identified in subsection (b) below, including, without limitation, to identify separate series or subseries (collectively, the "Bonds")). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing or refinancing costs of a project generally referred to by the Issuer as the Westminster Community Pool Improvements Project, the total costs of which include, as applicable, feasibility, surveying, planning, design, architectural, engineering, bidding, permitting,

acquisition, construction, expansion, demolition, removal, reconstruction, rehabilitation, replacement, renovation, improvement, installation, construction management, furnishing, equipping and administrative costs and expenses and related or similar costs and expenses; and costs of site and utility improvements (including, without limitation, grading, landscaping, paving, repaving, sidewalk, walkway, curb, gutter, stormwater, water and sewer improvements and related or similar activities and expenses) (the "Project"), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to the Bonds.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) payable to the Community Development Administration (the "Administration") as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor of the Issuer (the "Mayor") pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (i) 2.60 percent for a loan with a maturity of not more than five years, (ii) 2.95 percent for a loan with a maturity of more than five years but not more than ten years, (iii) 3.30 percent for a loan with a maturity of more than ten years but not more than fifteen years, (iv) 4.00 percent for a loan with a maturity of more than fifteen years but not more than twenty years, and (iv) 4.25 percent for a loan with a maturity of more than twenty years but not more than twenty-one years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance. It is the intention of the Common Council of the Issuer (the "Common Council") that the Bonds be amortized on an approximately twenty-year basis and, to the extent all components of the Project do not qualify for financing on an approximately twenty-year basis, the applicable components of the Project each be financed for the longest terms permissible under the Program and the Code and the Arbitrage Regulations (as such terms are defined in this Ordinance), not to exceed approximately twenty years; the longest term may exceed twenty years but may not exceed twenty-one years.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein

contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed (i) to finance or refinance costs of the Project, (ii) to fund a portion of a capital reserve fund and/or other reserves required by the Administration under the Program, and/or (iii) to pay costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the "Repayment Agreement" and the "Pledge Agreement"). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor or the City Administrator of the Issuer (the "City Administrator") and be acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration's Bonds (the "Administration Financing") that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed $1,225,000 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed $1,225,000 as approved by the Administration and accepted by the Issuer, and (ii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter.

Section 2. Execution and Completion of Documents. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the "City Clerk"). The Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official after the date of the issue, the Bonds or Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the

applicable forms of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor and/or the City Administrator are hereby authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements.

Section 3. Registration of Bonds. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Director of Finance of the Issuer (who is sometimes referred to as the Director of Finance and Administrative Services of the Issuer or the Finance Director of the Issuer, and in any such case, the "Director of Finance"), or any official or employee of the Department of Finance of the Issuer designated from time to time by the Director of Finance, shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bond shall be required of the Director of Finance or the Director of Finance's designee in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond (a "Bond" being, for purposes of this Ordinance, any one of the Bonds) shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. Be it further enacted and ordained by the Mayor and Common Council of Westminster that in case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case

of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next maturing principal installment or installments, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

Section 7. Covenants. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

Section 8. Ordinance a Contract. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. Be it further enacted and ordained by the Mayor and Common Council of Westminster that as contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Section 10. Purchase Price of Bonds. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. Be it further enacted and ordained by the Mayor and Common Council of Westminster that the Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing. Be it further enacted and ordained by the Mayor and Common Council of Westminster that:

(a) The appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the Project to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in its Charter that are determined to be applicable to this Ordinance.

Section 13. Tax Matters. Be it further enacted and ordained by the Mayor and Common Council of Westminster that:

(a) Any one or more of the Mayor, the City Administrator and/or the Director of Finance shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of such identified officials shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the "Section 148 Certificate") which complies with the requirements of Section 148 ("Section 148") of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, "Bond Proceeds"). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official's or officials' knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and

estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer's compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator and the Director of Finance, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

Section 14. Effective Date; Miscellaneous. Be it further enacted and ordained by the Mayor and Common Council of Westminster that:

(a) This Ordinance shall take effect from the date of its passage by the Common Council and its approval by the Mayor (or passage by the Common Council over the Mayor's veto), and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk or the City Clerk's successor in office shall constitute evidence of the contents and provisions hereof.

(b) Any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an "acting" or "interim" capacity (e.g., the Acting City Administrator of the Issuer or the Acting City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the "City Code").

(c) In the event the position of any official who is referred to by title in this Ordinance is vacant 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 been appointed to such position (including in an "acting" or "interim" capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the City Charter or the City Code or, to the extent not so provided for in the City Charter or the City Code, as designated by the Mayor and Common Council of the Issuer by motion or other appropriate action. Written evidence of any such

designation shall be provided to the Administration. Notwithstanding the foregoing sentence, 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, any such action may be taken solely by the remaining official.

(d) References in this Ordinance to the phrases "to finance", "to pay" or "to fund" or similar phrases shall be deemed to refer to and include "to reimburse" or "to refinance" or similar phrases.

(e) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources.

(f) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

[CONTINUED ON FOLLOWING PAGE]

INTRODUCED this _____ day of _____, 2020.

_____
Shannon M. Visocsky, City Clerk

PASSED this _____ day of _____, 2020 by the Common Council of The Mayor and Common Council of Westminster by affirmative vote of _____ (ayes), _____ (nos), _____ (abstentions).

_____
Shannon M. Visocsky, City Clerk

APPROVED or **VETOED** this _____ day of _____, 2020 (circle applicable action).

_____
Name: Joe Dominick
Title: Mayor

APPROVED by a four-fifths (4/5ths) vote of the Common Council over the Mayor's veto this _____ day of _____, 2020 (to be completed only if applicable).

_____
Shannon Visocsky, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 2020.

_____
Elissa D. Levan, City Attorney

Exhibit A. – Form of Bond

#217293;58293.044

[FORM OF BOND]

EXHIBIT A

United States of America
State of Maryland
The Mayor and Common Council of Westminster
Infrastructure Bond, 2020 Series A

No. R-1 [$_____]

The Mayor and Common Council of Westminster, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the "Issuer"), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of [_____] Dollars ($[_____]), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost ("TIC") (expressed as a yield) set forth on Exhibit A attached hereto, 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 semiannual payments commencing on _____, 20__, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; (b) principal of this bond shall be paid commencing on _____ and on [April] 1 in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. 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. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A "Business Day" is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

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 or rates of interest borne by this bond.

This bond, designated as "The Mayor and Common Council of Westminster Infrastructure Bond, 2020 Series A" (this "Bond"), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing or refinancing costs of a certain project identified in and more fully described in the Ordinance identified herein as the Westminster Community Pool Improvements Project, (ii) funding a portion

of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Section 13.1 of the Charter of the Issuer, as amended, and Ordinance No. ___ of the Issuer, passed by the Common Council of the Issuer on _____, 2020, approved by the Mayor of the Issuer on _____, 2020 and effective on _____, 2020 (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.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the "Administration"). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2020, between the Issuer and the Administration (the "Repayment Agreement").

This Bond is subject to prepayment by the Issuer to the extent provided in the Repayment Agreement.

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provision of the Repayment Agreement.

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 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 face 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.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article 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.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based 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.

IN WITNESS WHEREOF, The Mayor and Common Council of Westminster has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor, and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2020.

(SEAL)

ATTEST:

THE MAYOR AND COMMON COUNCIL
OF WESTMINSTER

_____
City Clerk

By: _____
Mayor

BOND PAYMENT SCHEDULE

[Use the following paragraph (with necessary modifications) to clarify the amount to be paid under the schedule prepared by the Financial Advisor.]

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Debt Service."

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: June 2, 2020

Re: Approval - HRI, Inc. Contract Change Order #3

Background

In early 2019, the Mayor and Common Council awarded a construction contract to HRI, Inc. for the Wastewater Treatment Plant ENR and Biosolids Upgrade Project. The City contracted with GHD for ongoing engineering services during construction. By separate contract, the City retained GHD to provide construction management and inspection services for the duration of the Project.

To date, there have been two approved change orders totaling $1,012,644.00 to the contract with HRI, Inc. Both Change Order No. 1 and Change Order No. 2 qualified for State cost share eligibility.

Change Order No. 3 acts to balance additions and credits to the project to date. Additional costs include the following:

- Work related to the relocated stream crossing as a result of the BGE re-design and the cost of the redesign (PCO 10) -- $94,474.00;
- A change in the support structure for the belt filter presses (RFP 3) -- $5,410.00; and,
- Replenishment of the grout budget for reactor 5 (PCO 12) -- $14,892.00.

It should be noted that the stream crossing, belt press support structure, and grout replenishment were originally intended to be included in Change Order No. 2, but were delayed to a later date due to the time sensitivity of executing Change Order No. 2. The attached supporting documentation includes a memo addressing this matter.

There are two offsetting, reimbursement items included in Change Order No. 3 that act as contract deducts. They include PCO 8/temporary power for $35,591.65 and PCO 11/inspection overtime in the amount of $1,650.00.

Taking into account these contract deducts, the net cost of Change Order No. 3 is $77,534.35. Change Order No. 3 is subject to the State cost share eligibility of 53.65%.

Recommendation

Staff recommends that the Common Council authorize the Mayor to execute Change Order No. 3 in the amount of $77,534.35 to the City's contract with HRI, Inc.

Attachment

- Proposed Change Order No. 3 and associated supporting documentation

cc: Barbara B. Matthews, City Administrator
Tammy M. Palmer, Director of Finance & Administrative Services

Memorandum

May 7, 2020

To	Mike Matov, City of Westminster		
Copy to	File		
From	Vince Maillard	Tel	240-206-6826
Subject	Change Order No. 3	Job no.	86-14921

GHD would like to provide clarification on the backup documentation contained in Change Order No. 3. There are three instances where the backup paperwork refers to Change Order No. 2 as follows:

- Memorandum dated 2/25/19 titled "PCO No. 010 – Stream Crossing"
- Memorandum dated 2/5/19 titled "RFP 003 – Belt Filter Press Support Beams"
- Letter dated 10/7/19 titled "Grout and Sinkhole Bid Items"

In all instances, this documentation should refer to Change Order No. 3, as the order by which these proposed change orders (PCOs) were incorporated into formal change orders changed during construction out of necessity for expediting a higher priority PCO as Change Order No. 2. The change order form governs the contents of the contractual changes between the City and General Contractor and thus the references of this backup paperwork have no contractual impact to any party.

Please let us know if you have any questions.

Change Order

No. 03

Date of Issuance: April 8, 2020 Effective Date: April 8, 2020

Project: Westminster WWTP ENR & Biosolids Upgrade	Owner: City of Westminster, Maryland	Owner's Contract No.: S-08-04
Contract: Westminster WWTP ENR & Biosolids Upgrade		Date of Contract: October 26, 2018
Contractor: HRI Inc		Engineer's Project No.: 8614921

The Contract Documents are modified as follows upon execution of this Change Order:

Description: PCO No. 08 - Temporary Power ; PCO No. 10 - Stream Crossing; BGE Bid Item Adder; RFP 003 Belt Filter Press Support Beams; PCO No. 11 - Inspection OT; PCO No. 12 Grout Replenishment

Attachments (list documents supporting change):

PCO - 08 Memo, PCO-010 Memo, New electrical service memo & BGE Extension Relocation Contract, RFP-003, and PCO-011 Memo Inspection Overtime; PCO-012 Grout Replenishment Memo

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 61,429,842.00

Increase from previously approved Change Orders No. 01 to No. 02 :

$ 1,012,664.00

Contract Price prior to this Change Order:

$ 62,442,506.00

Increase of this Change Order:

$ 77,534.35

Contract Price incorporating this Change Order:

$ 62,520,040.35

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days
Substantial completion: June 26, 2022
Ready for final payment : September 24, 2022

Increase from previously approved Change Orders No.____ to No.____:
Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Times prior to this Change Order:
Substantial completion (date): June 26, 2022
Ready for final payment (date): September 24, 2022

Increase of this Change Order:
Substantial completion (days): Zero
Ready for final payment (days): Zero

Contract Times with all approved Change Orders:
Substantial completion June 26, 2022
Ready for final payment September 24, 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 04/08/2020	Date:	Date: 4-17-20

Approved by Funding Agency (if applicable):

Date:

PCO No. 008 - Temporary Power

Memorandum

February 11, 2019

To	Travis Boyd, HRI Inc		
Copy to	File		
From	Gregory Jablonski	Tel	240-206-6823
Subject	PCO No. 008 – Temporary Power	Job no.	86-14921

The purpose of this letter is to document the total costs HRI has incurred from NTP through October 31st, 2019 for temporary power.

- The power meter for HRI's use had an initial reading of 1,479 kWh on March 20th, 2019.
- As of October 31st, 2019, the power meter had a reading of 389,984 kWh. A total of 388,505 kWh was used over this timeframe.
- From March 2019 through June 2019 the rate per kWh the City was being charged by their power company was $0.06987.
- From July 2019 through October 2019 the rate per kWh the City was being charged by their power company was $0.045.
- Supplier charges and pass through charges are calculated based on the percentage of power the Contractor utilized versus the overall power consumption.

The total credit owed to the City for temporary power used is $35,591.65. Back up spreadsheet is attached for full breakdown of charges.

This amount will be applied to Change Order 02.

GHD
Hampton Oaks Business Park 5904 Hampton Oaks Parkway Suite F Tampa Florida 33610 United States
T 1 813 971 3882 **F** 1 813 971 1862 **W** www.ghd.com

PCO No. 010 - Stream Crossing

Memorandum

February 25, 2019

To	Travis Boyd, HRI Inc		
Copy to	File		
From	Gregory Jablonski GJJ	Tel	240-206-6823
Subject	PCO No. 010 – Stream Crossing	Job no.	86-14921

GHD has reviewed HRI's proposal for work associated with the stream crossing required by BGE submitted by the Contractor on February 7, 2020. The PCO amount of $80,972.00 has been approved. This amount will be applied to Change Order 02.

Please let us know if you have any questions.

N:\US\Bowie\Projects\86\14921\Construction\Work Changes\Proposed Change Orders\PCO No. 010 - Stream Crossing\PCO 010 - Stream Crossing.docx

GHD Inc. 16701 Melford Boulevard Suite 330 Bowie MD 20715 USA
T 1 240 206 6810 **F** 1 240 206 6811 **E** bowmail@ghd.com **W** www.ghd.com

HRI, INC.

February 7, 2020

Mr. Gregory Jablonski
GHD
16701 Melford Boulevard Suite 330
Bowie, Maryland 20715

Re: Westminster WWTP ENR and Biosolids Upgrade
Electrical Service Changes & Addtions

Dear Mr. Jablonski,

Per GHD's request, HRI, INC. is pleased to offer the Estimate for Changes and Additions directly related to the Service Entrances in the amount of $80,972.00 (Eighty Thousand – Nine Hundred – Seventy Two Dollars and Zero Cents). We trust you will find our Estimate acceptable and issue a formal Change Order to the Contract in the said amount.

Please note that time is of the essence in regards to a formal decision. HRI, INC. has provided a letter to GHD on 1-23-20 and also has mentioned at Coordination Meetings and Progress Meetings with the City and Engineer that April 2020 was the timeframe we wanted power established to the site. Any delays resulting from power not available in April could result in additional time and cost to the City/Engineer.

For the record any delays HRI, Inc. experiences based on lack of direction will result in additional cost and time.

Regards,
Travis Boyd

Travis Boyd
Senior Project Manager

1750 West College Avenue | State College, PA 16801 | T 814.238.5071 | F 814.238.0131
www.hriinc.com

HRI-PCO - Service Entrance Additions, Modifications & CT Vault

HRI, INC.
STANDARD QUOTATION QUALIFICATIONS

1) We reserve the right to revise this proposal including any additional requests for time if it is not accepted or rejected within fifteen (15) calendar days, or if the progress of the work changes the conditions upon which this proposal is based.
2) Qualifications and exclusions noted in the enclosed subcontractor & vendor proposals apply, unless otherwise noted.
3) The proposed work will be performed during normal business hours, unless otherwise noted or documented.
4) The scope of the work is limited to the items estimated herein. Any items not specifically included in the proposal are excluded. Additional items required but not included shall be subject to additional compensation.
5) Any overtime or extended work hours directed by the City or Engineer or onsite Construction Services Technician as a result of completion of this work, shall not be subject to back charges to HRI, Inc.
6) This work will commence upon agreed work change directive indicating agreement on costs and contract time.

HRI, INC.
SPECIFIC QUOTATION QUALIFICATIONS

1) This proposal is for the relocation of the UT1 Transformer, additional conduit from the UT1 Transformer too UT2 Transformer, connection of directional drilled conduit on either side of the stream and installation of a CT vault per BGE's request.
2) HRI, INC. will NOT stake out or identify where UT1 Transformer is to be located/installed. The location, layout, stakeout shall be borne by others.
3) HRI, INC. is responsible for contacting and scheduling the One Call, which includes proper paint markings as required. One Call and markings will only be for the work HRI, INC. is performing in regards to this proposal. Any/all One Call notifications needed by others shall be their responsibility.
4) This proposal includes installation of silt fence not to exceed a combination of one hundred (100) lineal feet on both sides of the stream.
5) This proposal includes very minimal clearing of trees and shrubs as needed to complete the installation at the NE corner of UT1's transformer location. Any/all coordination that maybe required including, but not limited to any permits, notification(s), cost, etc. to any parties relating to this clearing shall be borne by others.
6) Conduit routing is subject to change based on existing conditions.
7) Conduits will be left five (5) feet short at each pole location per BGE's request.
8) HRI INC. is responsible for traffic control only for the work they are performing specifically.
9) This scope only includes the Approved conduit. HRI, INC. is not responsible for any connection deficiencies between their conduit and the directional drilled pipe. If HRI, INC. experiences any delays in the connection between the conduit and the directional drilled pipe directly relating to improper OD/ID additional cost and time could result.
10) This proposal includes the additional efforts required to have BGE review and approve of the CT Vault on the UT2 service. It shall be noted that this CT vault may or may not be cast in place. Final vault decision and approval will be decided solely by BGE.

11) HRI, INC. is NOT responsible for the string installation on any/all conduits that are not installed by HRI or its Subcontractor's. However, based on the connection from the pipe (installed by others) to the conduit, HRI, INC. will then connect their string to this existing string and pull one continuous string per BGE's request.
12) Any issues BGE encounters that are related to any conduit/pipe that is not installed by HRI, INC. or its Subcontractors is not HRI, INC.s responsibility. This includes but not limited to any damage incurred during installation, water filled pipe/conduit, excessive bends, etc. Any/all cost and time impacts associated with these potential issues shall be borne by others.
13) It shall be noted that the conduit run from UT1 to UT2 will exceed the maximum bends, which are outlined in the Contract Documents. Any issues BGE encounters related to this will NOT be HRI's responsibility to correct without consideration of additional time and cost.
14) DUE TO MULTIPLE ENTITIES/CONTRACTORS BEING ASSOCIATED WITH THIS PROPOSAL, WHICH ARE NOT UNDER CONTRACT WITH HRI, INC. (DRILLER & BGE), HRI, INC. RESERVES THEIR RIGHT TO REVIEW ANY DAMAGES THAT MAY HAVE BEEN INCURRED DUE TO LACK OF PERFORMANCE ON BEHALF OF CONTRACTORS OUTSIDE HRI'S CONTROL. IT IS CURRENTLY UNKNOWN HOW LONG BGE AND THE DRILLER WILL TAKE TO COMPLETE THEIR SCOPE OF WORK, WHICH IT IS CRITICAL FOR THEM TO COMPLETE THEIR WORK IN A TIMELY MANNOR FOR HRI TO COMPLETE THEIR PORTION OF THE WORK.
    a. HRI, INC. has made it very clear many times that they were expecting to have power provided in April 2020. At that time, HRI, INC. controlled power to the site solely. However, due to changes, HRI, INC. is no longer in full control to provide power to the site. Currently, it is unclear as to when power will be established and is the reason HRI, INC. reserves their right to review any damages associated with delays for establishing power.

HRI, INC. PCO KEY POINTS & APPROACH

1) HRI, INC. will not proceed with this proposal without written acceptance.
2) Time is of the essence in regards to this proposal. Any delays in acceptance could result in additional time and cost.
3) Once accepted, HRI, INC. will notify One Call. After the area has been marked by the proper authorities having jurisdiction, HRI, INC. will install the silt fence and begin their scope of work.
4) Once complete, HRI, INC. will coordinate with BGE in regards to inspections as needed and required.
5) HRI, INC. will then coordinate and communicate with the Engineer/City as the progress of BGE's scope of work. It shall be noted that HRI, INC. has no control over BGE's ability to complete their scope of work nor does HRI, INC. have control of the progress/speed at which BGE moves.
6) After all parties are complete (including drilling), HRI, INC. will remediate and restore areas, which includes installation of topsoil, seed and mulch, asphalt paving and ultimately removal of silt fence.

Traffic Contral and Pavement Cutting per Previous Email from GHD (1-28-20 @11:17am

Pipe Foreman	3
228 Operator	3
138 Operator	3
Loader Operator	3
Laborer	3
Loader	3
Misc. Equipment - Cutting Tool	3

Excavate from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes
Pipe Foreman	7	
228 Operator	7	
138 Operator	7	
Loader Operator	7	
Laborer	7	
138 Excavator	7	
228 Excavator	7	
Loader	7	
Dump Truck	7	
Pick Up Truck	7	

Rebar/Conduit/Pour from Existing Transformer to New Transformer UT1 Location

Sum-D&M		Conduit Work
Carpenter Forman	5	
Iron Worker	5	Rebar Cage
Iron Worker	5	
Iron Worker	5	
Carpenter Forman	5	
Carpenter	5	Perimeter Forming
Carpenter	5	
Carpenter	5	
Carpenter Forman	3	
Carpenter	3	Pour
Carpenter	3	
Carpenter	3	
Pick Up Truck	13	

Backfill from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes

Pipe Foreman	4	
228 Operator	4	
138 Operator	4	One loading materil on truck & one placing material on DB
Loader Operator	4	
Laborer		
138 Excavator	4	
228 Excavator	4	
Loader	4	
Dump Truck	4	
Pick Up Truck	4	

Excavate back "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes
Pipe Foreman	6	
228 Operator	6	
138 Operator	6	3 hours at each location
Loader Operator	6	
Laborer	6	
138 Excavator	6	
228 Excavator	6	
Loader	6	
Dump Truck	6	
Pick Up Truck	6	

"Bore Pit" & "Receiving Pit" to Duct Bank & Transformer Rebar/Conduit/Pour

Sum-D&M		Conduit Work
Carpenter Forman	6	
Iron Worker	6	Rebar Cage (3 hours at EA end)
Iron Worker	6	
Iron Worker	6	
Carpenter Forman	6	
Carpenter	6	Perimeter Forming (3 hours at EA end)
Carpenter	6	
Carpenter	6	
Carpenter Forman	6	
Carpenter	6	Pour (3 hours at EA end)
Carpenter	6	
Carpenter	6	
Pick Up Truck	18	

Backfill "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes

Pipe Foreman	6	
228 Operator	6	
138 Operator	6	3 hrs Each Location
Loader Operator	6	
Laborer	6	
138 Excavator	6	
228 Excavator	6	
Loader	6	
Dump Truck	6	
Pick Up Truck	6	

CT Cabinet Exacvation

Equipment/Labor	Hours	Notes
Pipe Foreman	4	
228 Operator	4	
138 Operator	4	
Loader Operator	4	
Laborer	4	
138 Excavator	4	
228 Excavator	4	
Loader	4	
Dump Truck	4	
Pick Up Truck	4	

Rebar/Conduit/Pour CT Cabinet

Sum-D&M		Conduit Work
Carpenter Forman	10	
Iron Worker	10	Rebar Work
Iron Worker	10	
Iron Worker	10	
Carpenter Forman	20	
Carpenter	20	Perimeter Forming
Carpenter	20	
Carpenter	20	
Carpenter Forman	8	
Carpenter	8	Pour
Carpenter	8	
Carpenter	8	
Pick Up Truck	38	

CT Cabinet Backfill

Equipment/Labor	Hours	Notes

Pipe Foreman	4
228 Operator	4
138 Operator	4
Loader Operator	4
Laborer	4
138 Excavator	4
228 Excavator	4
Loader	4
Dump Truck	4
Pick Up Truck	4

Totals

Foreman Hours

Iron Work Hours

Excavator Hours

Loader Opertor Hours

Dump Truck Operator Hours

100' moving the transformer with (9) 4" conduits

		QTY	Units	Notes
Crusher Run	Duct bank backfill	120	TNs	2x4x100 & 2x4x100 & 4x2x100
PVC Conduit		900	LF	(9) 4" conduits @ 40'
PVC Conduit				6" -No Charge
Rebar		3189.032	LBs	3350' of straight bar & 1424 Saddles
Bricks	Suport of conduit	84	EA	1 brick every 4' = 84 bricks @ $1.00 EA
Traffic Control Devices		1	LS	
Silt Fence		1	LS	
Steel Plate(s)				No Charge
Mulch	Beddin for Sediment Bag			No Charge
Geo Fabric	Under Rip Rap		SF	30'x20' EA side = 1200 SF
E&S Materials	Correct Silt Fence			No Charge
Standard Concrete		15	CY	(2'x2'x100')/27
Stay Form		400	SF	$14 for 16SF. (400/16=25) 28*14
Stay Form Supports	Rebar/Lumber	1	LS	
Tie Wire		1	LS	
Ditch Tape				No Charge
Red Dye		1	LS	
Restoration Sub		1	LS	
Paving Sub		1	LS	
Handholes	1 for each side of stream	2	EA	
Bypass Pumps				
Ground Wire				No Charge

From Directional Drill Pit - too Transformer Pad

$							
$	1,416.00	29.62963	14.81481	59.25926	88.88889	22.22222	111.1111
$	1,500.79						
$	1,570.60						
$	84.00						
$	100.00						
$	100.00						
$	-						
$	1,725.00	107	3	5			
$	400.00						
$	200.00						
$	100.00						
$	25.00						
$	1,500.00						
$	2,500.00						
$	7,221.39						

Traffic Contral and Pavement Cutting per Previous Email from GHD (1-28-20 @11:17am

Loader	3
Misc. Equipment - Cutting Tool	3
Pick Up Truck	3

Excavate from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes
138 Excavator	7	
228 Excavator	7	
Loader	7	
Dump Truck	7	
Pick Up Truck	7	

Equipment Totals	
228 Excavator	31
138 Excavator	31
Loader	34
Dump Truck	31
Pick Up Truck	103

Rebar/Conduit/Pour from Existing Transformer to New Transformer UT1 Location

Pick Up Truck	13

Backfill from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes
138 Excavator	4	
228 Excavator	4	
Loader	4	
Dump Truck	4	
Pick Up Truck	4	

Excavate back "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes
138 Excavator	6	
228 Excavator	6	
Loader	6	
Dump Truck	6	
Pick Up Truck	6	

"Bore Pit" & "Receiving Pit" to Duct Bank & Transformer Rebar/Conduit/Pour

Pick Up Truck	18

Backfill "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes
138 Excavator	6	
228 Excavator	6	
Loader	6	
Dump Truck	6	
Pick Up Truck	6	

CT Cabinet Exacvation

Equipment/Labor	Hours	Notes
138 Excavator	4	
228 Excavator	4	
Loader	4	
Dump Truck	4	
Pick Up Truck	4	

Rebar/Conduit/Pour CT Cabinet

Pick Up Truck	38	

CT Cabinet Backfill

Equipment/Labor	Hours	Notes
138 Excavator	4	
228 Excavator	4	
Loader	4	
Dump Truck	4	
Pick Up Truck	4	

Traffic Contral and Pavement Cutting per Previous Email from GHD (1-28-20 @11:17am

Pipe Foreman	3	
228 Operator	3	
138 Operator	3	
Loader Operator	3	
Laborer	3	
Loader	3	
Misc. Equipment - Cutting Tool	3	

Excavate from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes
Pipe Foreman	7	
228 Operator	7	
138 Operator	7	
Loader Operator	7	
Laborer	7	

Rebar/Conduit/Pour from Existing Transformer to New Transformer UT1 Location

Carpenter Forman	5	
Iron Worker	5	Rebar Cage
Iron Worker	5	
Iron Worker	5	
Carpenter Forman	5	
Carpenter	5	Perimeter Forming
Carpenter	5	
Carpenter	5	
Carpenter Forman	3	
Carpenter	3	Pour
Carpenter	3	
Carpenter	3	

Backfill from Existing Transformer to New Transformer UT1 Location

Equipment/Labor	Hours	Notes
Pipe Foreman	4	
228 Operator	4	
138 Operator	4	One loading materil on truck & one placing material on DB
Loader Operator	4	
Laborer	4	

Excavate back "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes

Pipe Foreman	6	
228 Operator	6	
138 Operator	6	3 hours at each location
Loader Operator	6	
Laborer	6	

"Bore Pit" & "Receiving Pit" to Duct Bank & Transformer Rebar/Conduit/Pour

Carpenter Forman	6	
Iron Worker	6	Rebar Cage (3 hours at EA end)
Iron Worker	6	
Iron Worker	6	
Carpenter Forman	6	
Carpenter	6	Perimeter Forming (3 hours at EA end)
Carpenter	6	
Carpenter	6	
Carpenter Forman	6	
Carpenter	6	Pour (3 hours at EA end)
Carpenter	6	
Carpenter	6	

Backfill "Bore Pit" & "Receiving Pit" to Duct Bank & Transformer

Equipment/Labor	Hours	Notes
Pipe Foreman	6	
228 Operator	6	
138 Operator	6	3 hrs Each Location
Loader Operator	6	
Laborer	6	

CT Cabinet Exacvation

Equipment/Labor	Hours	Notes
Pipe Foreman	4	
228 Operator	4	
138 Operator	4	
Loader Operator	4	
Laborer	4	

Rebar/Conduit/Pour CT Cabinet

Carpenter Forman	10	
Iron Worker	10	Rebar Work
Iron Worker	10	
Iron Worker	10	
Carpenter Forman	20	
Carpenter	20	Perimeter Forming

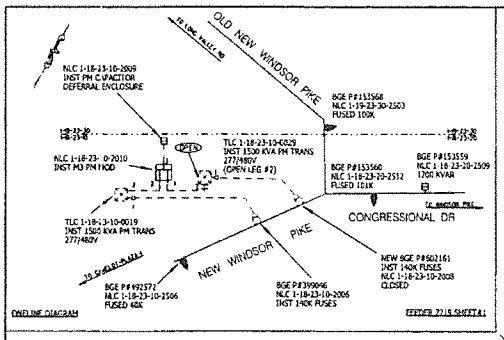
Carpenter	20	Perimeter Forming
Carpenter	20	
Carpenter Forman	8	
Carpenter	8	
Carpenter	8	Pour
Carpenter	8	

CT Cabinet Backfill

Equipment/Labor	Hours	Notes
Pipe Foreman	4	
228 Operator	4	
138 Operator	4	
Loader Operator	4	
Laborer	4	

Equipment/Labor	Hours				
Pipe Foreman	34			$47.75	$2,530.75
228 Operator	34	$26.45	$12.15	$38.60	$2,045.80
138 Operator	34	$26.45	$12.15	$38.60	$2,045.80
Loader Operator	34	$26.45	$12.15	$38.60	$2,045.80
Laborer	34	$18.47	$5.90	$24.37	$877.32
Sum-D&M		$36.10	$16.41	$52.51	$6,301.20
Carpenter Forman	69			$47.75	$3,676.75
Iron Worker	63	$28.48	$19.45	$47.93	$3,307.17
Carpenter	144	$26.66	$13.08	$39.74	$6,437.88
					$29,268.47
	343				

	Description	Hours	Rate	
PM	Change Order Construction & Documentation	20	$ 105.45	$ 2,109.00
	SOV's Update	4	$ 105.45	$ 421.80
	Tracking of Change Order & verifing QTY	8	$ 105.45	$ 843.60
	Communication with Subs, HRI, Fish & Boat, BGE, etc.	4	$ 105.45	$ 421.80
	Contract negotiation with Subs	4	$ 105.45	$ 421.80
	Inspections & Communications with BGE	12	$ 105.45	$ 1,265.40
PE	Procurement and Tracking of Materials	10	$ 87.65	$ 876.50
	Explanation with Foreman	4	$ 87.65	$ 350.60
	Coordiantion with Subs, HRI, F&B, BGE, etc.	4	$ 87.65	$ 350.60
	Inspections with BGE	6	$ 87.65	$ 525.90
Super	Coordination with Subs, HRI, F&B, BGE, One Call, etc.	4	$ 104.56	$ 418.24
	Inspections with BGE	6	$ 104.56	$ 627.36
Safety	Coordination with Subs, HRI, F&B, BGE, etc.	4	$ 86.75	$ 347.00
	Safety Inspections & E&S Inspections	4	$ 86.75	$ 347.00
Contract Admin	Updating Internal Budgets	4	$ 25.87	$ 103.48
	Contract Adjustments & Tracking Invoicing	4	$ 25.87	$ 103.48
				$ 9,533.56



CAUTION! SWITCHING CAUTION!

BACK-FEED MAY OCCUR...

IF ALL SWITCHING PROCEDURES ARE NOT FOLLOWED WHILE ENERGIZING THIS 3 PHASE DEVICE.

- JOB SITE SUPERVISOR TO CONTACT VERIZON CONSTRUCTION SUPERVISOR WITH 48 HOURS NOTICE TO MEET IN FIELD PRIOR TO START OF PROJECT TO DETERMINE EXACT POLE RENEWAL LOCATIONS TO AVOID ABNORMAL VERIZON TRANSFER CHARGES.
- DESIGN BASED ON COMMUNICATIONS / CABLE ATTACHMENTS BEING NO HIGHER THAN 22' 6" ABOVE GRADE.
- DESIGNER MUST BE CONTACTED BEFORE MAKING ANY NON-BGE ATTACHMENTS HIGHER THAN 22' 6" TO CHECK FOR NESC CLEARANCE.

CARROLL COUNTY GENERAL UG NOTES:

1. CONSTRUCTION CONTRACTOR SHALL HAVE A COPY OF AGREEMENT BETWEEN BGE AND THE CARROLL COUNTY CONSTRUCTION CONTRACT ON SITE AT ALL TIMES.
2. NOTIFY CARL HOWARD AND ANDREW DE ELTON ENGINEERING (443-749-1142) 24 HOURS PRIOR TO CONSTRUCTION. TEMPORARY WIRE AT FOLLOWING AREAS + APPROXIMATE WIDTH OF WIRE IS 8 AND 1/4:
   AND DESCRIBE + APPROXIMATE WIDTH OF WIRE IS 8 AND 1/4
   AND DESCRIBE + APPROXIMATE WIDTH OF WIRE IS 8 AND 1/4

NOTE:
UNDERGROUND UTILITIES & OBSTRUCTIONS ARE NOT GUARANTEED CORRECT. CONTRACTOR MUST VERIFY LOCATION & DEPTH OF ALL UNDERGROUND OBSTRUCTIONS BEFORE PROCEEDING WITH CONSTRUCTION.

BGE APPLICANT FOR SHA PERMIT:

CARL J. COPE — 10/23/19
NAME (PRINT) — DATE

SIGNATURE — 443-652-6419 PHONE

CARL.COPE@CHA-ENGINEERS.COM
E-MAIL ADDRESS

TRANSFORMATION INFORMATION:

LOC. 2 @ 1161 OLD NEW WINDSOR PIKE 1-18-23-10-0029 ABC
LOC. 5 @ R 1161 OLD NEW WINDSOR PIKE 1-18-23-10-0019 ABC

ELECTRIC SERVICE INFORMATION:

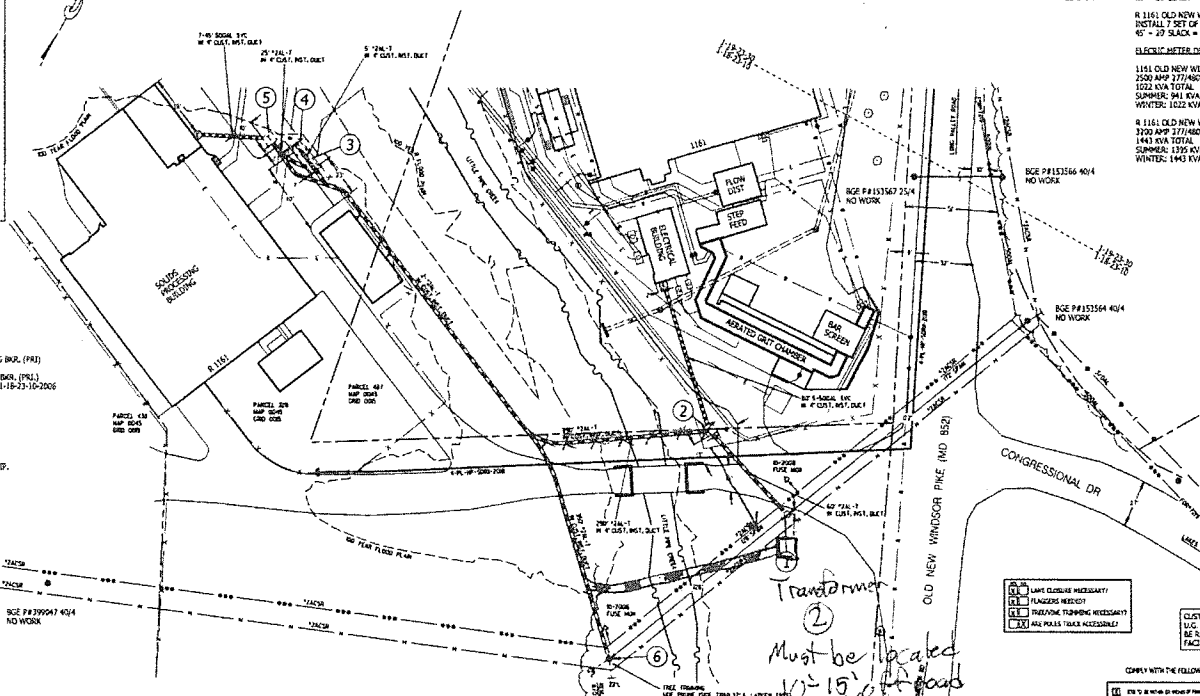
1161 OLD NEW WINDSOR PIKE
INSTALL 5 SET OF 500 AL 4W (0001625586)
80' + 20' SLACK = 100' x 5 = 500' TOTAL

R 1161 OLD NEW WINDSOR PIKE
INSTALL 7 SET OF 500 AL 4W (0001625586)
45' + 20' SLACK = 65' x 7 = 455' TOTAL

ELECTRIC METER DEMAND:

1161 OLD NEW WINDSOR PIKE
2500 AMP 277/480V 3Ø
1022 KVA TOTAL
SUMMER: 941 KVA
WINTER: 1022 KVA

R 1161 OLD NEW WINDSOR PIKE
3200 AMP 277/480V 3Ø
1443 KVA TOTAL
SUMMER: 1395 KVA
WINTER: 1443 KVA



NOTE: MAINTAIN 5 FT. HORIZONTAL AND 1 FT. VERTICAL CLEARANCE FROM ALL WATER, SEWER, FIRE HYDRANTS, AND STORM DRAINS.

CUSTOMER TO LOCATE & MARK ALL EXISTING PRIVATE U.G. FACILITIES. BGE OR ITS CONTRACTORS WILL NOT BE RESPONSIBLE FOR DAMAGE TO UNMARKED FACILITIES ON CUSTOMER'S PROPERTY.

1. NEW BGE P#601161 IN LEAD
INST. 50/3 IN LEAD
FRAME PER OH STD. 4-57
INST : 1-S.12'A, 1-6647 BR., 3-5310 P&I, 3-F/I
: 1-S.12'A, 2-J BR., 3-C/O (FUSE 140K) 1-18-23-10-2008
: 1-S.10'A, 1-6647 BR., 1-J BR., 3-L/A
: 1-4" RISER (PRI)
: 1-SUSP. 59
TERM : 3-#2AL (PRI)
TRF : 1-PRI, 1-SEC
VZ & CATV TO ATTACH OWN EQUIP

URD INFO @ LOC 1 (FDA 7219)
1-5'X7'X7' PIT IN EARTH
INST : 1-4" 90 DEGREE BEND, 3' RAD
: 1-4" COUPLING
ENCASE BEND IN CONCRETE

2. TLC 1-18-23-10-0029 ABC
INST : 1500 KVA PM TRANS. (0001626203)
277/480V
TERM : 6-#2AL (PRI) OPEN LEG #2
: 5-500 AL 4W (SEC)

3. NLC 1-19-23-10-2010
INST : M3 PM MODULE (0001617785)
PER UG STD 26-1
TERM : 6-#2AL

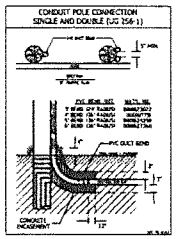
4. NLC 1-18-23-10-2009
INST : CAP DEFERRAL ENCLOSURE (0001624252)
PER UG STD 263-1

5. TLC 1-18-23-10-0019 ABC
INST : 1500 KVA PM TRANS. (0001626203)
277/480V
TERM : 6-#2AL (PRI)
: 7-500 AL 4W (SEC)

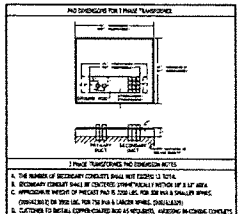
6. BGE P#399046 62'/6
RENEW 45/2 W SD/1 ADJACENT
FRAME PER OH STD. 4-5C & 4-57A
INST : 1-12' F/G DE ARM, 6-DE 116
: 1-10' EXP. ANC. 3/4" RDD, 22'L. S.E.
: 1-7/16" ANC. W/O 22'L. S.E., 1-12' F/G BKR. (PRI)
: 1-10' EXP. ANC. 3/4" RDD, 12' L. S.
: 1-7/16" ANC. W/O 12' L. S., 1-12' F/G BKR. (PRI.)
: 1-S.12'A, 2-J BR., 3-C/O (FUSE 140K) 1-18-23-10-2006
: 1-S.12'A, 1-6647 BR., 1-J BR., 3-L/A
: 1-4" RISER (PRI)
: 1-SUSP. 59
: 1-5/16" ANC. W/O 22'L S.E. (SEC.)
TERM : 3-#2 AL (PRI.)
TRF : 6-PRI., 1-SEC
REM : 2-#2A, 1-ANC W/O
: OBS OH MATL
BGE TOP POLE, VZ & CATV TO TRF. OWN EQUIP.
VZ TO REM. OLD POLE

URD INFO @ LOC 6 (FDA 7219)
1-5'X4'X' PIT IN EARTH
INST : 1-4" 90 DEGREE BEND, 3' RAD
: 1-4" COUPLING
ENCASE BEND IN CONCRETE

CONDUIT POLE CONNECTION SINGLE AND DOUBLE (UG 256-1)



PAD DIMENSIONS FOR 3 PHASE TRANSFORMER



3 PHASE TRANSFORMER PAD DIMENSION NOTES:

A. THE NUMBER OF SECONDARY CONDUITS SHALL MEET EXISTING U.G. TOTAL.
B. SECONDARY CONDUIT SHALL BE CENTERED SYMMETRICALLY WITHIN THE 8 1/2' AREA.
C. APPROXIMATE WEIGHT OF PRECAST PAD IS 2,200 LBS. FOR 500 KVA & SMALLER XFMRS. (2000 KG) OR 3000 LBS. FOR 750 KVA & LARGER XFMRS. (3000 LBS.)
D. CUSTOMER TO INSTALL COPPER-COATED RODS AS REQUIRED, AVOIDING MECHANICAL CONTACTS.
E. ROOTSTOCK ALWAYS EXTEND TO BGE CAT 10 (FUNNEL).
F. PAD DIMENSIONS HAS TWO ENCLOSURES THAT ALLOW THE 30" OPENING DIMENSION TO BE INCREASED TO A MAXIMUM OF 60"

ENEngineering
www.enengineering.com
9630 PORPH CIRCLE
FOREST HILL, MD 21050
TEL 410-879-7200
FAX 410-787-0476

DUCT PREPARATION

CONTRACTOR TO CLEAR PROPOSED DUCT LINE OF ALL DIRT, DEBRIS, ETC.

- MANDREL CONDUIT W/ MANDREL 1/4" SMALLER THAN CONDUIT INSIDE DIAMETER.
- INSTALL PULL STRING AND PLUG DUCT ENDS AFTER INSPECTOR APPROVAL.

CUSTOMER NOTES:

-CUSTOMER TO INSTALL 5-4"SCH. DUCTS & PULLING LINES FROM LOC. #2 TO 11161 METER LOCATION FOR ELECTRIC SERVICE CABLES, AND 1-4"SCH. DUCT FOR SPARE. DUCTS TO BE SET AT A MINIMUM COVER OF 30" PER BGE. (CUSTOMER VERIFIED THEY ARE INSTALLING A TOTAL OF 9 DUCTS). DUCTS TO BE CONCRETE ENCASED.
-CUSTOMER TO INSTALL 7-4"SCH. DUCTS & PULLING LINES FROM LOC. #5 TO R 11161 METER LOCATION FOR ELECTRIC SERVICE CABLES, AND 1-4" SCH. DUCT FOR SPARE. DUCTS TO BE SET AT A MINIMUM COVER OF 30"PER BGE. (*CUSTOMER VERIFIED THEY ARE INSTALLING A TOTAL OF 9 DUCTS) DUCTS TO BE CONCRETE ENCASED.
-CUSTOMER TO INSTALL TRANSFORMER PAD @ LOC. #2 AND LOC. # 5, *TRANSFORMER PAD CAN BE PURCHASED AND DELIVERED FROM THE CHOCTAW-HALL DISTTRIBUTION COMPANY 202-292-2660
-CUSTOMER TO GUARANTEE MINIMUM CLEARANCE AROUND TRANSFORMERFOR MAINTENANCE AND OPERARTION, 2' TO THE SIDE AND BACK, 8' TO THE FRONT.
-CUSTOMER REQUIRED TO CONTACT GEORGE SPITLIZER (BGE INSPECTOR 410-470-0544) 2-WEEKS PRIOR TO ELECTRIC METER INSTALLATION.
-CUSTOMER SHOULD REFER TO BGE'S LATEST BOOKLET ONLINE AT BGE.COM FOR TRANSFORMER PAD, DUCT AND METERING INSTALLATION INSTRUCTIONS.
-CUSTOMER RESPONSIBLE FOR CASCADING THIS INFORMATION AND ATTACHED DETAIL PACKAGES TO THEIR AGENTS AND CONTRACTORS.

COMPLY WITH THE FOLLOWING AGREED-UPON SITE PREPARATION FOR OUR EQUIPMENT:

- [ ] STAKE TO BE REMOVED BY PARK RANGER.
- [ ] INSTALL ALL SIGN DESIGNS.
- [ ] REMOVE ANY AND ALL OBSTACLES THAT MAY HINDER OUR EQUIPMENT FROM ACCESSING THE SITE. (TREES, BUSHES, ROCKS, ETC.)
- [ ] REMOVE ANY AND ALL OBSTACLES THAT MAY HINDER OUR EQUIPMENT FROM ACCESSING THE SITE. (TREES, BUSHES, ROCKS, ETC.)
- [ ] INSTALL SIGN DESIGNS AND REPORT CONTROLS.
- [ ] REMOVE ANY AND ALL OBSTACLES THAT MAY HINDER OUR EQUIPMENT FROM ACCESSING THE SITE.
- [ ] SET THE TRANSFORMER PAD AND DRIVE IN

New Electrical Service Memo
&
BGE Extension Relocation Contract

HRI, INC.

January 23, 2020

Mr. Vincent Maillard
GHD
16701 Melford Boulevard Suite 330
Bowie, Maryland 20715

Re: Westminster WWTP ENR and Biosolids Upgrade
BGE Cost Exceeding Contract Allowance

Dear Mr. Maillard,

The original Contract Allowance for the "New Electrical Service" was estimated in the amount of $50,000.00. Per the email correspondences from Eric Cox with BGE on 3-12-20 at 8:11AM, the actual amount for "The New Electrical Service" will be $$63,502.00, which will need to be paid to BGE – by HRI, INC. Among other requirements, BGE will not begin their scope of work until this amount is paid in full.

HRI, INC. is requesting an additional $13,502.00 to be added to the Contract to account for this overrun. We are confident that this request will be accepted and a formal Change Order will be provided to HRI, INC. in a timely manner.

Regards,
Travis Boyd

Travis Boyd
Senior Project Manager

1750 West College Avenue | State College, PA 16801 | T 814.238.5071 | F 814.238.0131
www.hriinc.com

BGE-Workload Processing
500 Front Street
PO Box 1475
Baltimore, MD 21298-8741

January 14, 2020

HRI INC.
1750 WEST COLLEGE AVE
STATE COLLEGE, PA, 16801

Thank you for your recent request concerning your project at 1161 OLD-NEW-WINDSOR PI to:

- ☑ Install electric equipment.
- ☐ Install gas equipment.
- ☐ Relocate electric equipment.
- ☐ Relocate gas equipment.

An evaluation was completed to determine the cost of our work for your job. This pricing is valid for 90 calendar days from the date of this letter and is subject to change after the 90-day period. Please note that you may incur additional costs related to this job, as explained in the accompanying Extension/Relocation Contract. For example, the cost of our work for your job does not reflect any work that may be required by the local telephone company, the local cable company, or any other utility.

The charge for this service is $63,502.00

These charges are detailed on the enclosed ERC. Also enclosed is a sketch indicating BGE's preliminary route for your review and signature.

To keep your project moving forward, use the enclosed postage-paid, self-addressed envelope to return all items indicated below.

- ☑ A signed copy of BGE's preliminary routing sketch.
- ☑ The signed Extension/Relocation Contract (ERC).
- ☑ The payment of any customer contribution amount due.
  [To ensure proper credit, please write your BGE Job Number (15969920) on your check]

Note: If using private carrier such as FedEx or UPS for express service please use the following
BGE-Workload Processing
1068 N Front Street
Room 501
Baltimore, MD 21202

Please use the following Account for all billable construction charges on your job: Misc. Acct# 0556650489.
Forward payment to: BGE Revenue Processing, P.O. Box 1475, 5th Floor, Baltimore, MD 21203.

For Job Status Information visit www.bge.com New Construction Services, Check Job Status

BGE-Workload Processing
500 Front Street
PO Box 1475
Baltimore, MD 21298-8741

As a reminder, once you have completed these requirements and your site is ready, you should contact the New Business Call Center (410-637-8713 or 1-800-233-1854) to have this job scheduled.

Please refer to the ERC for a description of the services BGE will provide, as well as, your obligations to initiate service at the stated capacity and loads.

If you have any questions about this information, please contact me at 410-470-8351.

Sincerely,

Eric A. Cox, Jr.

Eric A Cox

Representative

Enclosures

EXTENSION/RELOCATION CONTRACT

Contract Job Number 15969920

Site Address:
1161 OLD-NEW-WINDSOR PI

City/State: WESTMINSTER /MD
Zip: 21158

Development Name:
1161 OLD NEW WINDSOR PIKE, WESTMINS

BGE Rep.: Eric A Cox

Customer Name:
HRI INC.
Billing Address:
1750 WEST COLLEGE AVE STATE COLLEGE , PA 16801

Segment A Description of Services: CONNECT MAIN, SVC OR MTR ELEC

Details

Electric - Install UG electric service to above site address.

Charge for A	$54,173.00
Tax*	$9,329.00
Gross Total A	$63,502.00

CIAC Project Id:
BGENDC012

EA0000CMSM

Job Number: 15969920 Job Type: E2
Voltage Class: N/A KVA Demand: 0 Delivery Pressure: N/A Total CFH: 0

- [x] Option A - Payment in Full with Contract
- [ ] Option B - 10% Down & 90% Prior to Construction
- [ ] Option C - More then 10% Down & Balance Prior to Construction

1. Total Customer Charges (A&B)	$63,502.00
2. Payment with Contract	
3. Balance Due Prior to Construction	

Office Use Only:

PO No.

CIS. No.

208

*Explanation of Charge for "Tax": This charge represents a reimbursement for interest costs that BGE will incur as a result of Customer's payment under this Contract. This payment is taxable income to BGE under Subsection 824 of the Tax Reform Act of 1986 - Amendment to Section 118(b) of the Internal Revenue Code. BGE must pay federal and state income taxes on this payment in the tax year it is received. Additionally, the IRS requires BGE to capitalize and depreciate the project costs over 20 years. This results in an interest cost to BGE for paying out tax dollars in the current year which BGE will not fully recover until 20 years later. It is general utility industry practice to charge the gross-up amount to the customer who directly benefits from the work rather than burdening all utility customers through higher rates.

By signing below, Customer and BGE understand and accept all of the terms and conditions of this Contract, including, but not limited to, the General Terms and Conditions.

X
Customer Signature Date

Print Name & Title (if applicable) Above

Legal Name of Business (if applicable)

BGE Representative Signature Contract Effective Date

Print Name and Title Above

Baltimore Gas and Electric Company

Revised: 01-23-2017

RFP 003 - Belt Filter Press Support Beams

February 5, 2020 Reference No. 8614921

Mr. Travis Boyd
HRI Inc.
1750 West College Avenue
State College, PA 16801

Dear Mr. Boyd:

Re: RFP 003 – Belt Filter Press Support Beams
Westminster WWTP ENR and Biosolids Upgrade
Contract No. S-08-04

GHD has reviewed the proposed change order for adding additional beams under the belt filter press as requested in RFP 003. The Contractor's price of $5,410.00 is approved. This amount will be incorporated into Change Order 02.

If you have any questions or concerns, please let us know.

Sincerely

GHD

Gregory Jablonski
Assistant Construction Manager

GHD
16701 Melford Boulevard Suite 330 Bowie Maryland 20715 USA
T 240 206 6810 **F** 240 206 6811 **W** www.ghd.com

REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN

HRI, INC.

January 15, 2020

Mr. Gregory Jablonski
GHD
16701 Melford Boulevard Suite 330
Bowie, Maryland 20715

Re: Westminster WWTP ENR and Biosolids Upgrade
RFP 003 – Belt Filter Press Support Beams

Dear Mr. Jablonski,

Through RFP 003 – Belt Filter Press Support Beams, We are pleased to offer the fabrication and installation of these additional beams in the amount of $5,410.00. We trust you will find our request acceptable and issue a formal Change Order to the Contract for the amount mentioned above.

Please contact me or my office with any questions regarding this notice.

Regards,

Travis Boyd
Senior Project Manager

1750 West College Avenue | State College, PA 16801 | T 814.238.5071 | F 814.238.0131
www.hriinc.com

4. **CONSULTANTS**	NAME	DESCRIPTION OF WORK	COST

5. **FEE STRUCTURE**	NAME	COST	MARK UP %	SUBTOTAL
A. Contractor				
1. Direct Labor & Materials:		$ 3,522.28	15.0%	$ 4,050.62
2. Sales Tax:		$ 206.85	0.0%	$ -
3. Sup'l Costs:		$ -	0.0%	$ -
4. Warranty Cost:		$ 90.75	0.0%	$ 90.75
5. Rental Equip:		$ 98.15	15.0%	$ 112.87
B. Subcontractors:		$ 1,055.00	5.0%	$ 1,107.75
				$ -
C. Bonds and Insurance		$ 4,784.12	1%	$ 47.84
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):			**TOTAL**	**$ 5,410**

EXTENSION OF CONTRACT TIME:

As part of this Change Proposal, the Contractor requests a contract time extension of 0 calendar (0 working) days.

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: *Travis Boyd*

Title: Senior Project Manager Date: 01/10/20

Contractor: HRI, Inc

RECOMMENDATION by ENGINEER: (Forward to Owner for Review)

Signature of Engineer:_____ Date: _____

ACCEPTANCE BY OWNER: (return to engineer for processing)

Signature of Owner's Authorized Representative:_____ Date: _____

_____Engineer to prepare necessary change order_____ Engineer to Re-negotiate change proposal as noted above_____Other as above

OWNER:	CONTRACTOR:	PROJECT
ENGINEER:	FIELD:	NO.:
ARCHITECT:	OTHER:	DATE:

HRI, INC.	HRI, INC 1750 West College Ave State College, PA 16801	CHANGE PROPOSAL SUMMARY NO: 004

PROJECT NAME	Westminster WWTP Upgrades	PROJ. NO.:	8614921
LOCATION:	Westminster MD	DATE:	01/10/20
OWNER:	City of Westminster	DRAWING NO.:	
ENGINEER:	GHD	SPEC. SECTION:	05120

REFERENCE PCO NO.: _____ FIELD DIRECTIVE NO.: _____ RFI NO.: _____ OTHER: _____

DESCRIPTION: Additional Belt Filter Press Structural Supports - RFP 0003

PRICING INFORMATION

1. DIRECT LABOR

1.A PRODUCT LABOR:

	SKILL/TRADE	MAN-HOURS	RATE	COST
Field Labor/Craftsmen	Carpenter (No Form)	0	$ 39.74	$ -
	Laborer (Common)	0	$ 38.60	$ -
	Operator (Excavator)	0	$ 38.60	$ -
	Operator (Loader)	0	$ 47.93	$ -
	Carpenter (No Form)	0	$ 24.37	$ -
	Laborer (Common)	0	$ 58.39	$ -
	Operator (Excavator)	0	$ 21.52	$ -
	Operator (Loader)	0	$ 14.21	$ -
		0		$ -
		0		$ -
		0		$ -
		0		$ -
1.B [ ] FOREMAN [ ] SUPERINTENDENT	Labor Foreman	0	$ 42.25	$ -
	Carpenter Foreman	0	$ 47.75	$ -
Project Management	Mech Foreman	0	$ 46.80	$ -
	Ass. Superintendent	0	$ 86.75	$ -
	Superintendent	0	$ 104.56	$ -
1.C OFFICE ENGINEERING:	On Site Safety Manager	0	$ 78.56	$ -
	Project Engineer	4	$ 87.65	$ 350.60
	Project Manager	1	$ 105.45	$ 105.45
1.D BURDEN (included in rate)				1.00
1.E % Insurance, Taxes, Etc. (SS, Medicare, Unemployment Comp, Worker's Comp, GLI)				$ 456.05
				21.92%
				$ 556.02

2. MATERIALS AND EQUIPMENT

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2.A INCORPORATED IN WORK:	Additional Support Beams	1	LS	$ 2,927.00	$ 2,927.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
2.B CONSUMED IN PERFORMANCE:	Fuel				$ 34.35
	Maintenance				$ 4.91
2.C EQUIPMENT:	Pickup Truck	5	HR	$ 19.63	$ 98.15
	Komatsu 138		HR	$ -	$ -
	Komastsu 228		HR	$ -	$ -
	Volvo Loader		HR	$ -	$ -
				$ -	$ -
				$ -	$ -
2.D DIRECT COSTS (LABOR & MATERIAL):					$ 3,522.28
2.E DIRECT COSTS (RENTAL):					$ 98.15

2.F SUP'L COSTS: SMALL TOOLS - 3% OF FIELD LABOR	3.00%				$ -
2.G SUP'L COSTS: SAFETY - 3% OF FIELD LABOR	3.00%				$ -
2.H SUP'L COSTS: OFFICE & TEMP FACILITIES - 1% OF FIELD LABOR	1.00%				$ -
2.I WARRANTY COST:	3.00%				$ 90.75
2.J SALES TAX:	6.75%				$ 206.85

3. SUBCONTRACTORS	NAME	DESCRIPTION OF WORK	COST
3.A DIRECT:	E.E. Marr	Structural Steel Erector	$ 1,055.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ 1,055.00

DIXIE METAL PRODUCTS, INC.

442 S.W. 54th Court
Ocala, FL 34474-1893

www.dixiemetals.com

352-873-2554
(fax) 873-2557

CONTRACT CHANGE PROPOSAL # 10 Revised

Project: Westminster WWTP –Westminster, MD

Date: January 9, 2020

Work Article: Solids Processing Building, Belt Filter Press Area Framing. Additional (4) Four W 8 x 18 Structural Beams required for the Belt Filter Presses. In addition this price includes the Macropoxy 646 SE Shop Epoxy / SSPC SP10.

Attention: Timothy Czapla

Phone: (814) 238-5071

PURSUANT TO YOUR REQUEST, WE AGREE TO THE FOLLOWING CHANGE IN THE CONTRACT SCOPE OF WORK:

1. In the Solids Processing Building, at the Belt Filter Press Area Framing Column Lines 5 to 7 and Column Lines "A" to "E", Additional (4) Four W 8 x 18 required for support at the Belt Filter Presses. (Cost of $2,927.00)

AMOUNT OF THIS CHANGE – ADD of $2,927.00

THIS AMOUNT WILL BE INVOICED WITHIN 30 DAYS OF THE WORK. DIXIE METALS WILL NOT COMMENCE WITHOUT YOUR PRIOR AUTHORIZATION. KINDLY ISSUE A WRITTEN CHANGE ORDER IF WE ARE TO PROCEED.

JOB NUMBER: LB - 1933000

DIXIE METAL PRODUCTS, INC.

CARD NUMBER: _____

BY: _____

PCO No. 011 - Inspection Overtime

Memorandum

March 16, 2020

To	Travis Boyd, HRI Inc		
Copy to	File		
From	Madeline Selick	Tel	240-206-0492
Subject	PCO No. 11 Additional Inspection	Job no.	86-14921

The purpose of this letter is to document the total costs HRI has incurred from 7/21/2019 through 3/16/2020 associated with GHD's overtime inspection services. As discussed before proceeding with the OT request, when the City approves an extended work hour request, additional coordination and resources are required from the City and GHD to ensure proper inspection measures are taken. Additional inspection from GHD was required to cover the extended work hours over the Thanksgiving holiday. HRI utilized a longer workweek in an effort to continue progress at the Denitrification Facility. Per GP & SC 6.02, and as agreed to by all parties, the Contractor is required to cover these overtime costs.

A total cost of $1,650 (12.50 man hours @ $132.00 per hour) has incurred through March 16, 2020 for GHD's inspection time associated with the extended work hour requests. In lieu of withholding these costs in each monthly pay application, it was agreed between all parties the City plans to incorporate these into the next change order (No. 03).

PCO No. 012 - Grout Replenishment

October 7, 2019

Reference No. 8614921

Mr. Travis Boyd
HRI Inc.
1750 West College Avenue
State College, PA 16801

Dear Mr. Boyd:

Re: Grout and Sinkhole Bid Items
Westminster WWTP ENR and Biosolids Upgrade
Contract No. S-08-04

The purpose of this letter is to document the additional monies required to replenish Bid Items B-1 and B-4 based on grouting and sinkhole repair tools.

As part of Change Order No. 01 an additional 1,064 cubic yards of grout was added to Bid Item B-1 – Pressure Grouting, bringing the total to 2,964 cubic yards. This was based on a projection prior to completion. The final grout quantity used was 3,009 cubic yards. Based on the difference, an additional $14,490.00 is owed to HRI. This value will be included in Change Order No. 02.

Additionally, as part of Change Order No. 01 an additional 28.3 cubic yards of aggregate was added to Bid Item B-4 – Sinkhole Remediation, bringing the total to 48.3 cubic yards. The final aggregate quantity used was 50.1 cubic yards. Based on the difference, an additional $402.00 is owed to HRI. This value will be included in Change Order No. 02.

If you have any questions or concerns, please let us know.

Sincerely

GHD

Gregory Jablonski
Assistant Construction Manager

Vincent Maillard, PE
Construction Manager

GJJ/VMM

GHD
16701 Melford Boulevard Suite 330 Bowie Maryland 20715 USA
T 240 206 6810 **F** 240 206 6811 **W** www.ghd.com

REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: June 4, 2020

Re: FY 2021 Grant Agreement – Westminster Municipal Band

Background

The Fiscal Year (FY) 2021 budget allocates $5,000 in grant funding to support the activities of the Westminster Municipal Band. Staff recommends that the City once again formally recognize this allocation though the execution of a grant agreement between the parties.

Attached for your review and consideration is a proposed grant agreement between the City of Westminster and the Westminster Municipal Band, which outlines the terms and conditions of the grant funding for FY 2021. The Municipal Band would be required to file a written final report after the conclusion of FY 2021 listing the events in which it participated during the fiscal year.

Recommendation

Staff recommends that the Common Council approve the grant agreement between the City and the Westminster Municipal Band in substantially the same form as the attached and authorize its execution by the City Administrator.

Attachment

- Proposed Grant Agreement between the City and the Westminster Municipal Band for FY 2021

cc: Tammy M. Palmer, Director of Finance and Administrative Services

CITY OF WESTMINSTER GRANT AGREEMENT
FISCAL YEAR 2021

Grantee:	Westminster Municipal Band
	P.O. Box 011
	Westminster, Maryland 21158
ATTN:	Greg Wantz, President

The Mayor and Council of Westminster, Maryland has authorized a grant of funds to the above-named Grantee for Fiscal Year 2021 in the amount of $5,000.00 to support its participation in City of Westminster special events and its musical programs elsewhere in the State of Maryland. This grant (hereinafter the "Grant") is administered by the Westminster City Administrator. Any questions concerning this grant are to be addressed to the City Administrator.

The Grant, and the disbursement of grant funds (hereinafter the "Grant Funds") to Grantee, is subject to the following conditions:

1. Grantee agrees to utilize the grant funds to support its participation in City of Westminster special events, such as the Fallfest Parade and the Miracle on Main Street Parade, and provide musical programming in other communities in the State of Maryland and elsewhere. Any changes or modifications to these Grant Services must receive prior written approval from the City Administrator.

2. The City of Westminster will disburse the Grant Funds to Grantee during Fiscal Year 2021 (July 1, 2020 – June 30, 2021) in an amount not to exceed $5,000.00. A lump sum payment in this amount will be disbursed to the Grantee in the month of July.

3. Grantee will submit a written final report to the City Administrator by August 31, 2021, listing the events in which it participated during Fiscal Year 2021.

4. Grantee shall provide the City with a copy of its financial statements at the end of the Grantee's current fiscal year. Grantee shall further provide the City with any additional documents and information that the City may request. Grantee shall also make available to the City, upon request, its internal policies, practices, books, and records relating to the provision of the Grant Services and the use of Grant Funds.

5. Grantee shall perform the Grant Services as an independent contractor and shall not be considered an agent of the City, nor shall any of the employees or agents of Grantee be considered sub-agents of the City.

6. Grantee shall not discriminate against any person in employment or in the provision of the Grant Services because of race, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

7. Grantee shall, at Grantee's expense, be responsible for obtaining all necessary licenses and/or approvals and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the Grant Services.

8. Grantee shall not assign or transfer the Grant, Grant Funds, or the obligation to perform the Grant Services, except as expressly authorized by the Mayor and Common Council.

DRAFT

9. It is agreed that Grantee shall indemnify and hold harmless the City, its officers, agents, and employees from any and all suits, actions, claims, damages, and costs of every nature and description to which the City many be subjected by reason of injury to person or property resulting from Grantee's conduct, negligence or that of its agents, employees, or subcontractors in the performance of its duties under this Grant. Grantee shall be responsible for all damage to persons or property, which occurs or is a result of its conduct and shall take proper safety and health precautions to protect all employees and members of the general public. Grantee shall be responsible for claims of liability, loss, or damage which may be attributable in whole or in part to its negligence or misconduct, excepting however such claims or damages as may be attributable to the direct or willful negligence of the City, its officers, agents, or employees.

10. The City shall have access to and the right to examine any books, documents, and records of the Grantee pertaining to the expenditure of Grant Funds. Grantee shall retain records pertaining to the Grant for at least five (5) years or such longer time as may be required by the City and shall contact the City before disposing of the records.

11. Grantee is responsible for insuring that Grant Funds are properly used in connection with the provision of Grant Services. The City reserves the right to demand repayment of any Grant Funds misappropriated to other purposes. If repayment is not made within ten (10) business days of such demand, the City may issue a lien against the Grantee's property and/or take such other actions as permitted by law.

12. This Grant constitutes the entire agreement between the City and the Grantee, and the parties shall not be bound by any prior negotiation, representations, or promises, not contained herein. This Grant is executed in the State of Maryland and shall be governed by Maryland law. The Grantee, by execution of this Grant, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Agreement and further consents to venue in Carroll County, Maryland. If any provision of this Grant is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Grant shall remain operative and binding on the parties.

By signing below, Grantee hereby acknowledges, accepts, and agrees to abide by the foregoing grant conditions. The Grant shall automatically be revoked and terminated if any of the foregoing conditions are altered or modified without the express written approval of the City Administrator or her designee.

By: _____ (authorized Grantee representative signature)

_____ (name and title must be printed under signature)

_____ (date of agreement execution)

By: _____
Barbara B. Matthews, City Administrator

_____ (date of agreement execution)

DRAFT

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: June 4, 2020

Re: FY 2021 Grant Agreement – Westminster Volunteer Fire Department

Background
The Fiscal Year (FY) 2021 budget allocates $250,000 in grant funding to support the activities of the Westminster Volunteer Fire Department (WVFD). Staff recommends that the City once again formally recognize this allocation though the execution of a grant agreement between the parties.

Attached for your review and consideration is a proposed grant agreement between the City of Westminster and the WVFD, which outlines the terms and conditions of the grant funding for FY 2021. Exhibit A of the agreement sets forth certain program measures to keep the City apprised of WFVD activities. WFVD is to provide data related to these measures on a quarterly basis. It would also be required to file a written final report after the conclusion of FY 2021.

Under the terms of the grant agreement, the City can use John Street Quarters up to ten times per year at no cost. For certain uses, the City will pay a modest cleaning fee to WVFD.

Recommendation
Staff recommends that the Common Council approve the grant agreement between the City and WVFD in substantially the same form as the attached and authorize its execution by the City Administrator.

Attachment
- Proposed Grant Agreement between the City and the Westminster Volunteer Fire Department for FY 2021

cc: Tammy M. Palmer, Director of Finance and Administrative Services

CITY OF WESTMINSTER GRANT AGREEMENT
FISCAL YEAR 2021

Grantee:	Westminster Volunteer Fire Department
	28 John Street
	Westminster, Maryland 21157
ATTN:	Daniel Plunkert, President

The Mayor and Council of Westminster, Maryland has authorized a grant of funds to the above-named Grantee for Fiscal Year 2021 in the amount of $250,000.00 to support its provision of fire suppression and emergency medical services within the City of Westminster. This grant (hereinafter the "Grant") is administered by the Westminster City Administrator. Any questions concerning this grant are to be addressed to the City Administrator.

The Grant, and the disbursement of grant funds (hereinafter the "Grant Funds") to Grantee, is subject to the following conditions:

1. Grantee agrees to utilize the grant funds to provide fire suppression and emergency medical services to residents and business owners/operators within the corporate boundaries of the City of Westminster. Any changes or modifications to these Grant Services must receive prior written approval from the City Administrator.

2. The City of Westminster will disburse the Grant Funds to Grantee during Fiscal Year 2021 (July 1, 2020 – June 30, 2021) in an amount not to exceed $250,000.00. The City agrees to make four equal installment payments in the amount of $62,500.00 in the months of July, October, January, and April.

3. Grantee shall submit a written report to the City Administrator on a quarterly basis, providing information on the program measures outlined in Exhibit A.

4. Grantee will submit a written final report to the City Administrator by August 31, 2021, providing information on the program measures outlined in Exhibit A.

5. In consideration of the funds provided by the City of Westminster to Grantee under this Agreement, Grantee shall allow the City to use John Street Quarters up to 10 times per year at no cost to the City. While the City will not pay the customary rental fee for these uses of John Street Quarters, the City will pay Grantee a fee for cleaning and supplies (not to exceed $100.00) for large scale events, such as Mayor and Common Council public hearings and the annual employee holiday luncheon in December.

6. Grantee shall provide the City with a copy of its audited financial statements at the end of the Grantee's current fiscal year. Grantee shall further provide the City with any additional documents and information that the City may request. Grantee shall also make available to the City, upon request, its internal policies, practices, books, and records relating to the provision of the Grant Services and the use of Grant Funds.

7. Grantee shall perform the Grant Services as an independent contractor and shall not be considered an agent of the City, nor shall any of the employees or agents of Grantee be considered sub-agents of the City.

DRAFT

8. Grantee shall not discriminate against any person in employment or in the provision of the Grant Services because of race, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

9. Grantee shall, at Grantee's expense, be responsible for obtaining all necessary licenses and/or approvals and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the Grant Services.

10. Grantee shall not assign or transfer the Grant, Grant Funds, or the obligation to perform the Grant Services, except as expressly authorized by the Mayor and Common Council.

11. It is agreed that Grantee shall indemnify and hold harmless the City, its officers, agents, and employees from any and all suits, actions, claims, damages, and costs of every nature and description to which the City many be subjected by reason of injury to person or property resulting from Grantee's conduct, negligence or that of its agents, employees, or subcontractors in the performance of its duties under this Grant. Grantee shall be responsible for all damage to persons or property, which occurs or is a result of its conduct and shall take proper safety and health precautions to protect all employees and members of the general public. Grantee shall be responsible for claims of liability, loss, or damage which may be attributable in whole or in part to its negligence or misconduct, excepting however such claims or damages as may be attributable to the direct or willful negligence of the City, its officers, agents or employees.

12. The City shall have access to and the right to examine any books, documents, and records of the Grantee pertaining to the expenditure of Grant Funds. Grantee shall retain records pertaining to the Grant for at least five (5) years or such longer time as may be required by the City and shall contact the City before disposing of the records.

13. Grantee is responsible for insuring that Grant Funds are properly used in connection with the provision of Grant Services. The City reserves the right to demand repayment of any Grant Funds misappropriated to other purposes. If repayment is not made within ten (10) business days of such demand, the City may issue a lien against the Grantee's property and/or take such other actions as permitted by law.

14. All exhibits attached to this Grant are incorporated herein and made a part hereof. This Grant, including the exhibits attached, constitutes the entire agreement between the City and the Grantee, and the parties shall not be bound by any prior negotiation, representations, or promises not contained herein. This Grant is executed in the State of Maryland and shall be governed by Maryland law. The Grantee, by execution of this Grant, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Agreement and further consents to venue in Carroll County, Maryland. If any provision of this Grant is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Grant shall remain operative and binding on the parties.

By signing below, Grantee hereby acknowledges, accepts, and agrees to abide by the foregoing grant conditions. The Grant shall automatically be revoked and terminated if any of the foregoing conditions are altered or modified without the express written approval of the City Administrator or her designee.

DRAFT

By: _____ (authorized Grantee representative signature)

_____ (name and title must be printed under signature)

_____ (date of agreement execution)

By: _____
Barbara B. Matthews, City Administrator

_____ (date of agreement execution)

DRAFT

EXHIBIT A

Westminster Volunteer Fire Department
Program Measures

Measurement/Activity	Q1	Q2	Q3	Q4	Total
Number of Fire Calls within Westminster					
Average Response Time					
Number of Fire Calls outside Westminster					
Average Response Time					
Number of EMS Calls within Westminster					
Average Response Time					
Number of EMS Calls outside Westminster					
Average Response Time					
Number of Paid Staff Positions					
Number of Volunteers					

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