AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, January 13, 2020 at 7 pm
Council Chambers of City Hall, 1838 Emerald Hill Lane, Westminster, MD

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A) Closed Meeting of October 28, 2019

B) Mayor and Common Council Meeting of December 9, 2019

C) Special Mayor and Common Council Meeting of December 11, 2019

3. PRESENTATION

A) Quarterly Update – Westminster Fiber Network Project – Ms. Matthews and Val Giovagnoni of Ting Internet

4. CONSENT CALENDAR

A) Departmental Operating Report for November 2019

B) Approval of Drug Task Force Memorandum of Agreement – Chief Ledwell

C) Authorization – Amendment to Lease Agreement with HRI, Inc. for Use of the City-owned Property located at 1117 Old New Windsor Road, Westminster, Maryland – Ms. Matthews

D) Approval – Change Order No. 2 to City's Contract with Standard Pipe Services, LLC for Phase 2 of the Inflow and Infiltration Project – Mr. Glass

E) Approval – Modification #6 to Contract with Gant Brunnett Architects – 45 West Main Renovation Project – Ms. Matthews

5. REPORT FROM THE MAYOR

6. 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

7. COUNCIL COMMENTS AND DISCUSSION

8. BIDS

A) Award of Contract – Westminster Square Garage Parking Deck Repair and Improvements – Mr. Glass

B) Award of Contract – Consulting Services Associated with Redevelopment of 17-25 West Main Property – Ms. Matthews

9. ORDINANCES & RESOLUTIONS

A) Introduction of Ordinance No. 919 – Amending the Adopted Budget for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020 (FY 2020 Budget Amendment #1) – Ms. Palmer

B) Introduction of Ordinance No. 920 – Amending the Code of the City of Westminster, to Add Section 106-22, "Vaping Prohibited", to Chapter 106, "Peace and Good Order", Article V, "Miscellaneous Offenses", to Prohibit Smoking of Tobacco and Marijuana in Places of Public Accommodation, Except for Vape Shops, Licensed Cannabis Dispensaries and Other Similar Businesses Lawfully Established for the Primary Purpose of Allowing Individuals to Smoke or Vape or to Sample Smoking or Vaping Products – Ms. Levan

10. UNFINISHED BUSINESS

11. NEW BUSINESS

12. DEPARTMENTAL REPORTS

13. CITIZEN COMMENTS

14. ADJOURNMENT

MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, December 9, 2019 at 7 pm

CALL TO ORDER

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

Staff Present: Comprehensive Planner Gerhard, Director of Public Works Glass, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Attorney Levan, City Administrator Matthews, Director of Housing Services Valenzisi, and City Clerk Visocsky.

APPROVAL OF MINUTES

President Pecoraro directed staff to defer the minutes of the Closed Meeting of October 28, 2019 to the next meeting agenda. He stated that the Common Council needed to review suggested revisions.

President Pecoraro requested a motion to approve the minutes of the Mayor and Common Council Meeting and the Closed Meeting of November 25, 2019.

Councilmember Chiavacci moved, seconded by Councilmember Yingling, to approve the minutes of November 25, 2019 as presented.

VOTE

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

PRESENTATIONS

Mayor's Cup Storefront and Holiday Window Decorating Contest Winners

Mayor Dominick presented awards to the winners of the Mayor's Cup Storefront and Window Holiday Decorating Contest. From the 17 businesses participating in the contest, Mayor Dominick selected four winners based on the following award categories:

- Best Kid Friendly – Flowers by Evelyn
- Best Business Promotion – LUX Boutique
- Best Non-Traditional – Ting Internet
- Mayor's Cup Recipient/Best Overall – Flip Yours Fitness & Wellness

Mayor Dominick presented LUX Boutique and Flip Yours Fitness & Wellness with their awards. Representatives from Flowers by Evelyn and Ting Internet were unable to attend the meeting. Mayor Dominick thanked all of the participating downtown businesses for their decorating efforts.

Miracle on Main Street Parade Winners

The annual Miracle on Main Street Parade was held on November 30, 2019. The parade boasted nearly 50 entries, including walking groups, car clubs, marching bands, and floats. Mayor Dominick stated that the parade judges selected the following category winners:

- Spirit of the Season – Carroll County Veterinary Clinic
- Best & Brightest – Shelter Systems Limited
- Main Street Champion – White Pine Paving, Inc.

Mayor Dominick presented the awards to Carroll County Veterinary Clinic and Shelter Systems Limited. A representative of White Pine Paving, Inc. was not able to attend the meeting. Mayor Dominick thanked all of the parade participants for their time and effort.

PUBLIC HEARINGS

Ordinance No. 918

Mayor Dominick conducted a public hearing regarding Ordinance No. 918, an Emergency Ordinance Amending Chapter 164 "Zoning," of the Code of the City of Westminster, Article V, "R-20,000 Residential Zone" and Article VI, "R-10,000 Residential Zone" to permit as of right Single-Family Dwellings lawfully existing on or before December 1, 2019.

Ms. Gerhard informed the Mayor and Common Council that City staff became aware of inconsistencies within the current "R-20,000 Residential Zone" and "R-10,000 Residential Zone" as it pertains to townhouses. It was apparent by looking at the type of development that had taken place throughout the City that townhouses were allowed uses at one time in both Residential Zoning districts; however, there is no reference to them in the current iteration of the City Code.

Ms. Gerhard stated that the lack of reference to townhouses created issues within the building permit review and approval process, as various homeowners had applications to repair/replace an existing deck. Due to the lack of reference to townhouses in the R-20,000 and R-10,000 zoning districts, they are considered legal non-conforming uses, and expansion of these uses are not allowed under the current regulations.

Ms. Gerhard noted that, on October 28, 2019, the Mayor and Common Council directed staff to work with Ms. Levan to draft language for an emergency ordinance that would resolve this issue of legal non-conforming townhouses within these residential zones. Emergency Ordinance No. 918, introduced on November 11, 2019, was the result of those efforts.

Ms. Gerhard stated that the Westminster Planning and Zoning Commission held a public hearing on December 3, 2019 regarding the proposed ordinance. The Commission forwarded this legislation with a positive recommendation to the Mayor and Common Council.

Ms. Gerhard recommended that the Mayor and Common Council adopt Emergency Ordinance No. 918, modifying the language in the City Code regarding townhouses in R-10,000 and R-20,000.

The Mayor and Common Council thanked staff and Ms. Levan for moving quickly to draft the ordinance.

With no further discussion, Mayor Dominick closed the public hearing at 7:14 pm.

Annexation No. 70 via Resolution No. 19-04

Mayor Dominick conducted a public hearing regarding Annexation No. 70 (Livestock Auction Property) via Resolution No. 19-04, entitled, "Enlarging the corporate boundaries of the City of Westminster by annexing into the City certain property contiguous and adjoining to the City's existing corporate boundaries consisting of the real property located at 1117 Old New Windsor Road, Westminster, Maryland 21158, and consisting of 3.22 ± Acres, being the property identified as Tax Map 45, Grid 15, Parcel 438, Tax Id No. 07-035403, and commonly known as "The Westminster Livestock Auction Property".

Ms. Gerhard stated that the City is proposing to annex the City-owned property located directly next to the City's Wastewater Treatment Plant at 1117 Old New Windsor Road (formerly known as the Westminster Livestock Auction property). The property is located directly adjacent to the City's boundaries. In addition, this annexation includes a second parcel currently owned by the State Highway Administration (SHA) that is unimproved, with an easement retained by the City for ingress and egress,

together with the right to repair, replace, and maintain all future utilities. Together, these two parcels total 3.225± acres.

Ms. Gerhard informed the Mayor and Common Council that the proposed action relates to publicly-owned property. The annexation resolution met the requirements of the Annotated Code of Maryland, Local Government Article, § 4-403. The Code requires the consent of the owners of at least 25% of the assessed valuation of real property in the area to be annexed, and the consent of at least 25% of the registered voters residing in the area to be annexed. Ms. Gerhard noted that, in this case, the parcels are in public ownership, and there are no persons residing in the area to be annexed. The subject property is contiguous with and adjoining to the existing boundaries of the City. The proposed annexation would not create an isolated area (enclave) of unincorporated land within City boundaries.

Ms. Gerhard stated that the proposed annexation was reviewed by Carroll County and the 15 agencies to which Carroll County has circulated the proposed annexation. The following agencies had no comment: Carroll County Departments and Offices of Public Works, Engineering, Utilities, Land and Resource Management, Economic Development, Public Safety, and County Attorney. Additionally, the Maryland Department of Transportation-SHA had no comment.

Ms. Gerhard informed the Mayor and Common Council that the Board of Carroll County Commissioners voted to forward a favorable recommendation for this annexation with the following condition: "The City of Westminster annex the 1.2-acre section of SHA right-of-way abutting MD 31 to the south and the Westminster Corporate Limits to the east. This would create a uniform continuation of the Westminster Corporate Limits from the east." The Commissioners' recommendation was formalized in a letter dated March 14, 2019, a copy of which was included in the meeting agenda packet.

Ms. Gerhard noted that the agenda packet also included a letter from the Maryland Department of Planning sent to the County and City, stating it did not have any objections to the proposed annexation.

Ms. Gerhard stated that the annexation petition was consistent with the Municipal Growth Element of the 2009 Comprehensive Plan because it would help to facilitate future expansion of the Wastewater Treatment Plant (WWTP).

Ms. Gerhard informed the Mayor and Common Council that the Westminster Planning and Zoning Commission held a public hearing regarding this matter on December 3, 2019. The Commission voted to forward this annexation with a positive recommendation to the Mayor and Common Council.

Ms. Gerhard recommended that the Mayor and Common Council adopt Annexation No. 70 – "The Westminster Livestock Property" by means of Resolution No. 19-04 to enlarge the corporate limits of the City of Westminster.

With no further discussion, Mayor Dominick closed the public hearing at 7:17 pm.

Annexation No. 71 via Resolution No. 19-14

Mayor Dominick then conducted a public hearing regarding Annexation No. 71 (EOB, LLC and DASY Corporation) via Resolution No. 19-14, "Enlarging the corporate boundaries of the City of Westminster by annexing into the City certain property contiguous and adjoining to the City's existing corporate boundaries consisting of the real property located at 214 Pennsylvania Avenue, Westminster, Maryland, also identified as Map 39, Grid 13, Parcel 441, and designated as Tax Account No. 07-020430, and comprising 0.4088± acres and a portion of the real property located at 218 ½ Pennsylvania Avenue, Westminster, Maryland, also identified as Map 39, Grid 13, Parcel 1013, Tax Account No. 07-11443, and comprising 0.1722± acres"

Ms. Gerhard stated that, on February 11, 2019, the Mayor and Common Council approved an annexation agreement with EOB, LLC and DASY Corporation. At the same meeting, the Mayor and

Common Council also approved a transfer of water and sewer allocations for 40 new multi-family residential units in 2020. The transfer was part of wider policy changes enacted via Resolution No. 19-05, the second revision to the City's Water and Sewer Allocation Policy, adopted on February 11, 2019.

Ms. Gerhard informed the Mayor and Common Council that, on May 2, 2019, Mr. J. Brooks Leahy, Esq., representing the property owner of Parcel 1, the owner of Parcel 5, and contract purchaser, submitted a joint petition for property annexation and a zoning map amendment. The purpose of the annexation is to allow for the construction of the Willows at Westminster, a proposed 40-unit apartment complex utilizing very low-use water features.

Ms. Gerhard noted that the petition met the requirements of the Annotated Code of Maryland, Land Use Article, § 4-413, which requires the consent of at least 25% of the registered voters residing in the area to be annexed, and the consent of the owners of at least 25% of the assessed valuation of real property in the area to be annexed. In this case, there are no registered voters residing in the annexation area, and the petition represents the owners of 100% of the assessed valuation of the real property in the area to be annexed. The subject property is contiguous with and adjoining to the existing boundaries of the City. The proposed annexation would not create an isolated area (enclave) of unincorporated land within City boundaries.

Ms. Gerhard stated that, on July 8, 2019, per provisions of the Westminster Town/County Agreement, Carroll County was sent a transmittal memo via email of the proposed annexation. Additionally, a notice was also provided to the Maryland Department of Planning. The proposed annexation was reviewed by Carroll County and the 15 agencies to which Carroll County circulated the proposed annexation; City staff provided a copy of the letter from the Board of Carroll County Commissioners, dated October 17, 2019, in the meeting agenda packet. The Maryland Department of Planning indicated that there were no outstanding comments after its review of the proposed annexation. No other agency comments were received.

Ms. Gerhard informed the Mayor and Common Council that the Westminster Planning and Zoning Commission held a public hearing regarding this matter on December 3, 2019. The Commission voted to forward this Annexation with a positive recommendation to the Mayor and Common Council.

Ms. Gerhard recommended that the Mayor and Common Council adopt Annexation No. 71- EOB, LLC and DASY Corporation by means of Resolution No. 19-14 to enlarge the corporate limits of the City of Westminster.

The Mayor and Common Council noted the proposed annexation was consistent with the goals of the City's adopted Strategic Plan and would provide more workforce housing in Westminster.

J. Brooks Leahy, Esq., 127 E. Main Street, stated that John Randolph, Project Contractor, and Dave Bollinger, representative of the property owner, were in attendance to answer any questions from the Mayor and Common Council.

With no further discussion, Mayor Dominick closed the public hearing at 7:24 pm.

CONSENT CALENDAR

President Pecoraro requested a motion to approve the Consent Calendar that consisted of the following:

- Approval – Memorandum of Understanding between the Mayor and Common Council of Westminster and the County Commissioners of Carroll County relating to review, inspection, and enforcement of the City's Stormwater Management Code;

- Acceptance – Deed and Deed of Easement with Greenvale Mews, LLC; and,

- Approval – Memorandum of Understanding and Addendum – Maryland Coordination and Analysis Center (MCAC) regarding License Plate Reader (LPR).

Councilmember Dayhoff moved, seconded by Councilmember Chiavacci, to approve the Consent Calendar as presented.

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

REPORT FROM THE MAYOR
Mayor Dominick thanked the City staff members involved in the Miracle on Main Parade, noting that the event encroached on the holiday weekend and their time with their family. He stated that the event was well organized with great parade participants.

REPORTS FROM STANDING COMMITTEES
There were no reports for the following Standing Committees: Finance Committee and Personnel Committee

Councilmember Dayhoff, on behalf of the Arts Council, reported that the Festival of Wreaths was a successful event, bringing in approximately 3,500 visitors. The event ended on December 8, 2019, and raised more than $20,000.

Councilmember Yingling, on behalf of the Economic and Community Development Committee, reported that the City settled on the Stocksdale Property on December 3, 2019. The Committee discussed hiring a consulting firm to assist the City with redeveloping the property. Councilmember Yingling informed his colleagues that he had heard from many community members who were pleased that the City had purchased the property.

Councilmember Chiavacci, on behalf of the Public Safety Committee, stated that Officer DeAngelis and his K-9, Uri, had completed their required training and were now working in the field.

Councilmember Yingling, on behalf of the Public Works Committee, informed the audience that a Special Mayor and Common Council Meeting would be held on December 11, 2019 to provide the community with an update on the City's water and sewer capacity and related initiatives.

Councilmember Dayhoff, on behalf of the Recreation and Parks Committee, reported that the Committee met to discuss the financial status of the Westminster Municipal Pool and the Westminster Family Center.

COUNCIL COMMENTS AND DISCUSSION
Councilmember Chiavacci echoed Mayor Dominick's remarks regarding the Miracle on Main Street Parade. He shared that he received positive feedback from those visiting Santa Claus and participating in the horse and carriage rides.

Councilmember Gilbert commented that this was her first year participating in the Miracle on Main Street parade and she really enjoyed the event. She then requested that staff provide the Mayor and Common Council with a copy of the City's Employee Handbook. Councilmember Gilbert informed her colleagues that she recently became aware that the Handbook did not include an anti-bullying policy and that she would like to amend it to incorporate such a policy.

President Pecoraro expressed his disappointment that some community members did not like the City's Christmas tree located in the Locust Lane Mall, as he felt it was a beautiful tree. Mayor Dominick

commented that the tree looks great at night, noting that outdoor tree decorations are different than those used inside a home due to weather conditions. The Mayor and Common Council discussed the desire of some in the community that the City have more holiday decorations; it was agreed to discuss this matter prior to the next holiday season.

ORDINANCES & RESOLUTIONS

Emergency Ordinance No. 918

President Pecoraro requested a motion to adopt Emergency Ordinance No. 918, Amending Chapter 164, "Zoning", of the Code of the City of Westminster, Article V, "R-20,000 Residential Zone" and Article VI, "R-10,000 Residential Zone" to Permit as of Right Single-Family Dwellings Lawfully Existing in Said Zones On or Before December 1, 2019, Subject to the Dimensional Requirements Set Forth Herein as presented during the public hearing.

Councilmember Chiavacci thanked staff for drafting the ordinance quickly so that the inconsistencies in the Zoning Ordinance could be resolved.

Councilmember Dayhoff moved, seconded by Councilmember Chiavacci, to approve Emergency Ordinance No. 918.

VOTE

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

Resolution No. 19-04 – Annexation No. 70

Councilmember Pecoraro requested a motion to approve Resolution No. 19-04, enlarging the corporate boundaries of the City of Westminster by annexing into the City certain property contiguous and adjoining to the City's existing corporate boundaries consisting of the real property located at 1117 Old New Windsor Road, Westminster, Maryland 21158, ad consisting of 3.22 ± acres, being the property identified as Tax Map 45, Grid 15, Parcel 438, Tax Id No. 07-035403, and commonly known as "The Westminster Livestock Auction Property Annexation No. 70 as presented during the public hearing.
Ms. Gerhard suggested that the Mayor and Common Council consider the Board of County Commissioners recommendation to annex the 1.2-acre section of the State Highway Administration (SHA) right-of-way that abuts MD 31 to the south and the Westminster corporate limits to the east.

Ms. Levan cautioned the Mayor and Common Council against annexing property that had not been subject to the required review and advertising process for proposed annexations. She provided the Mayor and Common Council with two options: (1) To defer adoption of Resolution No. 19-04 so that it could be amended to include the additional 1.2-acre parcel as recommended by the Commissioners; or, (2) To adopt Resolution No. 19-04 and have staff begin a separate annexation process for the 1.2-acre parcel.

The Mayor and Common Council agreed to adopt Resolution No. 19-04 as presented and directed staff to move forward with the separate annexation of the SHA parcel.

Councilmember Dayhoff moved, seconded by Councilmember Yingling, to approve Resolution No. 19-04, Annexation No. 70 for 1117 Old New Windsor Road.

VOTE

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

Resolution No. 19-14 - Annexation No. 71
President Pecoraro requested a motion to approve Resolution No. 19-14 - Annexation No. 71, enlarging the corporate boundaries of the City of Westminster by annexing into the City certain property contiguous and adjoining to the City's existing corporate boundaries consisting of the real property located at 214 Pennsylvania Avenue, Westminster, Maryland, also identified as Map 39, Grid 13, Parcel 441, and designated as Tax Account No. 07-020430, and comprising 0.4088± acres and a portion of the real property located at 218 ½ Pennsylvania Avenue, Westminster, Maryland, also identified as Map 39, Grid 13, Parcel 1013, Tax Account No. 07-11443, and comprising 0.1722 ± Acres as discussed during the public hearing.

Ms. Gerhard informed the Mayor and Common Council that staff had made minor, technical corrections to Resolution No. 19-04 since its introduction. They included updating the tax account identification number and correcting a directional reference.

Ms. Gerhard noted the recommendation of the Carroll County Board of Commissioners that the City provide public notice by posting the property prior to the date of the public hearing, and notifying all adjoining property owners for future annexations. She added that such notification was not required by law. President Pecoraro referred the matter to the Economic and Community Development Committee for a recommendation to the entire elected body.

Councilmember Chiavacci moved, seconded by Councilmember Gilbert, to approve Resolution 19-14 – Annexation No. 71 for EOB, LLC and DASY Corporation.

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

UNFINISHED BUSINESS
None.

NEW BUSINESS
Vaping in Enclosed Public Spaces
Ms. Levan noted that citizens recently brought forward a request that the City enact legislation to prohibit vaping in all restaurants. As requested by the Mayor and Common Council, Ms. Levan had researched whether the City could enact such legislation.

Ms. Levan informed the Mayor and Common Council that she was aware of municipalities that had banned vaping on public property, but was unaware of any that had banned vaping in public generally. Ms. Levan informed the Mayor and Common Council that she had contacted Jim Peck of the Maryland Municipal League, who was also unaware of any municipal legislation in this regard; however, Ms. Levan and Mr. Peck were aware that several counties had restricted vaping.

Ms. Levan stated that Prince George's County and Howard County banned the use of electronic cigarettes in all places where smoking is prohibited. Montgomery County has eliminated vape shops in most of the County. Howard County adopted additional restrictions on the sale and distribution of vaping devices.

Ms. Levan stated that she believed the City could follow suit under its general health, safety, and welfare powers. She concluded that the State had not preempted enactment of such legislation by a municipality.

Ms. Levan noted that she provided a copy of the Howard County legislation restricting vaping in places where smoking is prohibited in the agenda packet. In her opinion, the Howard County legislation is

clear and comprehensive and provides a good model for the City if the Mayor and Common Council wish to pursue a vaping ban.

Mayor Dominick expressed support for the proposed legislation, stating that one's personal freedom should not infringe on the rights of others, such as restaurant employees. He added that he would like to see Westminster be a leader in this area.

Councilmember Chiavacci thanked the residents involved for bringing this matter to the Mayor and Common Council's attention.

Councilmember Dayhoff noted that one of the key roles of government is the health, safety, and welfare of the community.

Councilmember Gilbert expressed her support for banning vaping in public places, adding that the health impacts of vaping mirrored those of tobacco use.

Councilmember Chiavacci suggested that the City adopt the State regulations relative to smoking tobacco, incorporating vaping by reference.

The Mayor and Common Council directed Ms. Levan to draft an ordinance to ban smoking and vaping in public places.

Closed Meeting
President Pecoraro requested a motion to go into a Closed Meeting to discuss the following:

- To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;

- To consult with counsel to obtain legal advice on a legal matter; and,

- To consult with staff, consultants, or other individuals about pending or potential litigation.

Councilmember Chiavacci moved, seconded Councilmember Yingling, to go into a Closed Meeting following the Regular Meeting.

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

DEPARTMENTAL REPORTS
City Attorney
Ms. Levan reported that the Tax Court of Appeals ruled in favor of the City in the case regarding benefit assessment fees for Penguin Random House.

Community Planning & Development Department
Ms. Gerhard reported that on December 3, 2019, the Westminster Planning and Zoning Commission held three public hearings. The hearings concerned Emergency Ordinance No. 918, Annexation No. 70 and Annexation No. 71.

In addition, on December 3, the Westminster Board of Zoning Appeals approved a variance that would allow a ten-foot wide minimum landscape edge along Kriders Church Road. Ms. Gerhard informed the

Mayor and Common Council that, during the hearing, the applicant brought forward an additional variance request that was not on the agenda and was also not explicitly advertised. When this occurred, Mr. Gray voiced his concerns to the Board of Appeals about the lack of process for the additional variance. Ms. Gerhard informed the Mayor and Common Council that the Board of Zoning Appeals will consider three proposed variances for the property located at 7 Corporate Center Court at its next meeting on January 7, 2020.

Ms. Gerhard then reported that the Historic District Commission approved an application for an Historic Rehabilitation Property Tax Credit.

Ms. Gerhard concluded her report by sharing that 42 local business participated in the Carroll County Small Business Saturday Passport event; 163 businesses participated countywide. The winners would be announced on December 13, 2019.

Public Works Department
Mr. Glass provided the Mayor and Common Council with an update on the Gesell Well pump testing. He reported that the 30-day pump test at 250 gallons per minute was completed; no further pumping would take place for seven days as directed by the Maryland Department of Environment's direction. Following the seven days, pumping would begin again at 120 gallons per minute until January 1, 2020. After January 1, the pumping would then increase to 300 gallons per minute for 30 days. Mr. Glass stated that the results of the pumping test to date indicated that the Little Pipe Relocation Project was successful.

Mr. Glass then reported that the Utility Maintenance Department responded to and successfully repaired a water main break during the Thanksgiving holiday.

The Public Works Department submitted a United States Bureau of Reclamation grant application for $695,000 for the City's water re-use project.

Mr. Glass concluded his report by informing the Mayor and Common Council that televising of the sewer trunk lines located at Spring Mills would determine the amount of repair and replacement needed in this area. Once that information was in hand, the project would be bid as part of the City's ongoing Inflow and Infiltration Project.

Councilmember Dayhoff asked Mr. Glass to estimate how much the work performed to date had reduced inflow and infiltration into the City's sewer system. Mr. Glass replied that, taking into account the recent lack of precipitation, he estimated a reduction of approximately 600,000 gallons per day.

Councilmember Chiavacci then asked Mr. Glass when the City could approach the Maryland Department of Environment (MDE) about the success of the Inflow and Infiltration Project for sewer allocation purposes. Mr. Glass explained that MDE required the City to present a three-year running average of its sewer flows; however, he did not feel it was unreasonable for the City to approach MDE prior to submission of the City's next Wastewater Capacity Management Plan. Councilmember Yingling added that the Economic and Community Development Committee recently discussed this matter; he stated that the City had an ongoing strategy, which he would be happy to share with his colleagues at another time.

Recreation & Parks Department
Ms. Gruber thanked the City staff who worked during the Miracle on Main Street parade, as well as the Mayor and Common Council for their participation and ongoing support. Additionally, Ms. Gruber shared a conversation overhead by a member of her staff, in which a community member expressed her appreciation for the visits with Santa Claus, the horse and carriage rides, and other City-sponsored events with a new resident of Westminster.

Ms. Gruber reported that her department was reviewing wage rates for 2020 seasonal staff due to the State-mandated minimum wage increase. Once staff finalized their proposal, it would be submitted to Ms. Matthews and the Human Resources Department for their consideration.

Housing Services Department
Ms. Valenzisi reported that the Housing Services Department recently implemented a new software module that would allow Section 8 Housing waitlist applicants to apply for and check their position on the list. These new features were publicized through pamphlets given to the Westminster Library and posts on the City's website and Facebook page.

Ms. Valenzisi then informed the Mayor and Common Council that soon a second new software module would be implemented that would allow Landlords to post available units and view inspections of their units. The module would also allow the Section 8 Housing participants to also view inspections and access required forms.

Westminster Police Department
Chief Ledwell reported that several Westminster officers participated in the Catherine's Cause Remembrance Ceremony, memorializing those who killed in Carroll County by drunk drivers. He then reminded the Mayor and Common Council that the Shop with a Cop event would be held on December 14, 2019.

As noted by Councilmember Chiavacci earlier in the meeting, Officer DeAngelis and his K-9, Uri, had completed their training and were working in the field.

City Administrator
Ms. Matthews reported that the pre-construction meeting for the 45 West Main Street Renovation Project would be held on December 10, 2019. Following renovation of the building, the City's administrative offices will relocate to this location.

Westminster Fire Department
Councilmember Dayhoff, on behalf of Westminster Volunteer Fire Department President (WVFD) Jamie Petry, provided the Mayor and Common Council with the monthly report. He reported the WVFD responded to 561 calls during the month of November, consisting of 81 fire calls and 480 EMS calls. Of these, 300 calls were within the City limits. Year-to-date, WFVD had responded to 895 fire calls and 4,920 EMS calls.

Councilmember Dayhoff shared WVFD's continued concerns regarding the amount of overlapping calls that occur. He stated that t more than 50% of calls overlapped with another call, requiring multiple units out at the same time.

Councilmember Dayhoff informed the Mayor and Common Council that Ms. Petry would become the liaison for Carroll County Volunteer Emergency Services as of December 17, 2019. Due to this change, Daniel Plunkert would take over as President of the WVFD.

Councilmember Dayhoff concluded his report by informing the Mayor and Common Council that WVFD's Breakfast with Santa would be held on December 21, 2019. The Santa neighborhood visits would take place December 16 through December 19, 2019.

CITIZEN COMMENTS
None.

ADJOURNMENT
President Pecoraro adjourned the meeting at 8:17 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

DRAFT

MINUTES

CITY OF WESTMINSTER
Special Meeting of the Mayor and Common Council
Wednesday, December 11, 2019 at 7:30 pm

CALL TO ORDER

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

Staff Present: Director of Public Works Glass, City Administrator Matthews, and City Clerk Visocsky.

PRESENTATION

President Pecoraro thanked the audience for attending the Special Meeting of the Mayor and Common Council. He welcomed Carroll County Commissioners Dennis Frazier and Eric Bouchat to the meeting.

Ms. Matthews stated that she would provide information on the City's current water and sewer allocation policy and the context for that policy. She would also share information on City initiatives currently underway to ensure water and sewer capacity for future generations. Ms. Matthews noted that this was one of the five primary focus areas outlined in the City's Adopted Strategic Plan. A copy of her presentation is attached to these minutes and incorporated herein by reference.

Ms. Matthews began her presentation by providing background information on events that shaped the City's current water allocation process. She explained that events that transpired during the drought of 2002 culminated in the execution of a Consent Order between the City and the Maryland Department of the Environment. Ms. Matthews informed the audience that the City remained under a Consent Order with the Maryland Department of the Environment (MDE), which had implications for how the City allocates water today.

During the presentation, Ms. Matthews outlined the two parallel processes by which water is allocated within Westminster's service territory. The service territory includes properties within the corporate boundaries of the City, as well as areas outside the City limits.

Ms. Matthews stated that the focus of the allocation process overseen by MDE was Westminster's total amount of available water. The Carroll County Health Department, acting as the local agent for MDE, maintained its own tracking system for the allocation of Westminster's water.

Ms. Matthews stated that the City's current water allocation process is governed by the Allocation Policy established by the Mayor and Common Council's via adoption of Resolution No. 18-04 on March 26, 2018. The 2018 Allocation Policy was put in place after months of study and work conducted by the Mayor and members of the Common Council's Economic Development Committee. In crafting the 2018 Allocation Policy, the Mayor and the Committee were concerned with providing needed allocations for projects that were in process at the time of the temporary application suspension. Ms. Matthews stated that the goal was then to focus the remaining resources to spur continued economic development.

Ms. Matthews informed audience members that an integral part of the 2018 Allocation Policy is a Master Distribution Chart that outlines how the City's limited water resources will be allocated. It also provides a tracking mechanism for City water allocations.

Ms. Matthews stated that the Mayor and the Common Council's Public Works Committee continues to look for new City water sources to ensure Westminster's continued growth and prosperity. The following

are new water sources that the City is currently exploring: Gesell Stream Rehabilitation Project; Medford Quarry; and, the Water Re-use Initiative.

Mr. Glass then provided an update on each of the three areas. During the construction and development of the treatment process for the Gesell Well, Mr. Glass stated that it was determined that the well was under the influence of surface water, requiring a revision of the treatment scheme. MDE reduced the well's allocation to 165KG/D until such time as the stream bed could be relocated and the hydraulic connection with the ground water was eliminated. Upon completion of the relocation, MDE would consider the results of a pump test to determine a new well yield and appropriation. Mr. Glass informed the audience that the relocation work and the first 30-day phase of a long-term pumping test had been completed. He expressed his appreciation to County staff for their assistance during discussions with MDE and with field monitoring efforts.

Mr. Glass then provided an update regarding the Medford Quarry project. He stated that the City and the quarry owners have an agreement for the City's use of the quarry water made available as a product of the quarry's dewatering efforts associated with its mining operation. MDE only allows the City to use the water for emergency purposes only and is therefore not available for economic development purposes.

Carroll County staff's efforts to investigate if additional water was available from Medford Quarry were successful, indicating that there is water available for growth purposes. Mr. Glass stated that MDE required the City to execute a new agreement with the quarry owner that ensured perpetual rights of the water to be assigned to the City for growth purposes. As a condition of the granting the same, the quarry owner requested that the City assume certain financial costs, including covering theoperational costs related to energy and maintenance of the quarry's existing dewatering operations and the liability of and/or rehabilitation of the existing sediment pond dam (a structure regulated by Maryland Dam Safety). Mr. Glass stated that the City's negotiations with the quarry owner are ongoing.

Mr. Glass then addressed the City's water re-use initiative, stating that it offered a long-term, drought-resistant solution to Westminster's water issues. Water re-use had been widely utilized in the western part of the country. The process would utilize the already treated reclaimed water from the Wastewater Treatment Plant, which would be treated again through state-of-the-art membrane and advanced oxidation processes. That water would then be transferred to the City's raw water reservoir for an environmental buffer and acclimation with the existing natural waters.

Mr. Glass stated that the City is currently in the approval process to operate a water re-use pilot system for testing and research purposes. The results will be evaluated, and a determination made regarding next steps based on that evaluation.

Following Mr. Glass's presentation on potential new water sources, Ms. Matthews addressed the City's available sewer capacity. She informed the audience that Westminster's sewer allocation process was different than that used for its water allocations. She noted that MDE did not track and monitor City sewer allocations, but required the City to submit periodic Wastewater Capacity Management Plans. The most recent Capacity Management Plan was filed with MDE in January 2018.

Ms. Matthews noted that the City's Wastewater Treatment Plant was currently being upgraded to meet Enhanced Nutrient Removal (ENR) standards. Following completion of that project, the City anticipates a re-rating negotiation with MDE regarding the design flow of the Plant. Mr. Glass noted that the Plant would likely need to operate at ENR standards for a period of one year before that negotiation could begin.

Mr. Glass explained that the City's Capital Improvement Program included a long-term project to increase the treatment capacity of the Wastewater Treatment Plant. The Plant is currently limited to a

maximum of 6.5M GPD discharged to Little Pipe Creek. The planned expansion will require a significant financial investment, including the addition of a fourth clarifier and conversion to an integrated fixed film activated sludge process.

Ms. Matthews added that, because the City would not be in a position to re-rate or expand its Wastewater Treatment Plant in the near future, the Mayor and Common Council placed a high priority on reducing extraneous flow to the City's Wastewater Treatment Plant. It is one of the focus areas of the City's adopted Strategic Plan. Ms. Matthews informed the audience that defects in piping allow for ground and surface waters to enter the sewer collection system, consuming capacity in the collection system and at the Wastewater Treatment Plant. In recent years, the Mayor and Common Council made a considerable financial investment in mitigating this inflow and infiltration into the City's sewer system, commonly referred to as I&I. Ms. Matthews stated that, at the suggestion of Mayor Dominick and with the support of the Common Council, the FY 2020 budget advanced funding from the out-years of the City's Capital Improvement Program for I&I work.

Mr. Glass then provided an update on the City's I&I mitigation efforts, and how those efforts could potentially impact Westminster's available sewer capacity. He noted that I & I work is an ongoing process that would never completely eliminate extraneous flow; however, efforts to reduce I&I have compounding results other than just plant capacity, energy, and chemical costs. It also decreases when extraneous waters are removed from the treatment processes. Mr. Glass stated that system repairs to date had yielded significant, positive results in decreasing Plant flows.

Ms. Matthews concluded staff's presentation by stating that the City of Westminster had both constraints and opportunities relative to its water and sewer capacity. The Mayor and Common Council's commitment to addressing those constraints is formalized in the City's Strategic Plan (Water and Sewer Capacity for Future Generations is one of five focus areas included in the Plan) and in the financial investment they make each year in the City's budget. Through thoughtful planning, the City has developed and put in place specific short-term, mid-term, and long-term strategies to address its water and sewer constraints.

Ms. Matthews stated that she and Mr. Glass would be happy to answer any questions. There were no questions or comments from the audience.

OTHER MATTERS
None.

CITIZEN COMMENTS
None.

ADJOURNMENT
President Pecoraro adjourned the meeting at 7:57 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

DRAFT

City of Westminster
Water and Sewer Briefing

December 11, 2019

2002 Drought

- Enacted mandatory water restrictions
- Trucked in water to serve existing users/connections
- City restricted issuance of new building permits and approval of subdivision plats
- City violated a condition of its water appropriation permit

MDE 2007 Consent Order

- Allowed the City to meet existing water needs while remedial measures were developed and put online
- Accommodated limited interim growth
- Established system for managing future capacity in accordance with MDE guidelines

MDE 2007 Consent Order

- Order modified in 2008
  - Recognized certain actions taken by City
  - Modified certain terms and conditions
- Consent Order remains in effect today, and impacts how the City allocates water

Water Allocation Process

- Two parallel processes
  - One managed by the City
  - Other managed by County Health Department as review agent for MDE
- Each process has its own hard stop/limitation

MDE Water Allocation Process

- Carroll County Health Department serves as review agent for MDE
- Department tracks/grants allocation based on total amount of allocatable City water
- Water deducted for specific project at either plat or permit stage

City Water Allocation Process

- Established by Resolution No. 18-04 and associated Master Distribution Chart
- Policy adoption followed a nine-month temporary application suspension for projects requiring a net new water allocation
- Seven-year planning horizon (2018 -2024)

City Water Allocation Process

- Available water as of March 26, 2018 = 174,000 GPD
- 97,000 GPD allocated for one-time projects
- Remaining 77,000 GPD divided evenly over seven-year policy timeframe

City Water Allocation Process

- Allocation Policy prioritizes:
  - Projects within the City limits
  - Commercial and industrial projects
  - Multi-family residential projects

City Water Allocation Process

- All new projects requested to fit within existing water envelope
- Goal to allocate only the minimum new water to complete development project

Potential New Water Sources

- Gesell Stream Rehabilitation Project
  - Project construction completed
  - Long-term pumping test underway to determine new water capacity
  - MDE water appropriation permit modification anticipated in near future

Potential New Water Sources

- Medford Quarry
  - Currently emergency source in drought conditions
  - Negotiations underway with Quarry owner to meet MDE-required parameters for growth water source

Potential New Water Sources

- Water Re-use Initiative
  - Long-term sustainable solution to City's water capacity constraints
  - Pilot project to be implemented in near future

Sewer Allocation Process

- Different tracking/monitoring system than water allocations
- MDE requires City to submit periodic Wastewater Capacity Management Plans
- Three-year average flow used to determine available capacity for allocation

Sewer Allocation Process

- Allocations governed by Resolution No. 18-04
- Allocation Policy prioritizes:
  - Projects within the City limits
  - Commercial and industrial projects
  - Multi-family residential projects

Sewer Allocation Process

- Available sewer capacity as of March 26, 2018 = 300,000 GPD
- 193,375 GPD allocated for one-time projects
- Remaining 106,625 GPD divided evenly over seven-year policy timeframe

Sewer Allocation Process

- Sewer capacity greater than available water capacity as of March 26, 2018

- Amount available for allocation when new water source comes online = 29,601 GPD

Sewer Capacity Considerations

- Wastewater Plant being upgraded to ENR standards
  - Project duration = 43 months
  - Project got underway in early 2019
  - No increase in physical capacity of plant

Sewer Capacity Considerations

- Possible re-rating of Wastewater Plant
- Long-term project to increase Wastewater Plant capacity by 1.5 MGD
  - For total of 6.5 MGD

Sewer Capacity Considerations

- Inflow and infiltration into City sewer system
  - Results in higher flows
  - Takes up available capacity

- Most recent WWCMP estimated I & I at 50%

Sewer Capacity Considerations

- Inflow and infiltration mitigation efforts
  - Funding advanced from CIP outyears
  - Positive results from projects to date

- City will request MDE consideration of mitigation efforts once more data is available

Conclusion

- City has both constraints and opportunities
- Commitment formalized in Strategic Plan and through annual financial investment
- Defined short-term, mid-term, and long-term strategies in place

Questions?

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: January 8, 2020

Re: Quarterly Update – Westminster Fiber Network

Background

The Westminster Fiber Network is the Mid-Atlantic's first community-wide gigabit fiber network, creating a competitive local marketplace for Internet services and providing community access to affordable gigabit Internet speeds. The City of Westminster constructs, owns, and maintains the dark fiber network. Under a lease agreement, a private partner installs equipment, lights the network, and provides service to customers. Westminster's private partner is Ting Internet.

As reflected in the attached map, the Westminster Fiber Network was constructed in phases. These phases are described below:

- The Pilot phase, which became operational in September 2015, focused on the commercial areas near Carroll County Airport and the residential area near Carroll Lutheran Village.

- Phase 1 of the Westminster Fiber Network, which became operational in February 2017, encompasses the northwest part of Westminster. This phase of the project includes Bolton Hill, Cliveden Reach, the Village of Meadow Creek, Stoneridge Overlook, and Whispering Meadows.

- Phase 2 of the Network is the area generally bounded by MD 140, MD 31, Bell Road, and Old New Windsor Road. It includes the neighborhoods of Avondale Ridge, Avondale Run, Eagleview Estates, Fenby Farm, Furnace Hills, The Greens, and Wakefield Valley. Phase 2 was fully operational as of September 2017.

- Phase 3 is generally bounded by MD 31 south to Bishop Street, the eastern and western City limits north of MD 27, and from Main Street to MD 140 south of MD 27. A small portion of Phase 3 became operational in June 2018; all areas were live as of mid-October 2018.

- Phase 4 is comprised of the Westminster Mall and parts of N. Center Street and Cranberry Road. South of MD 27, it follows the west boundary of the City to the area of Malcolm Drive and Market Street. With the exception of Stonegate in Area H, construction of Phase 4 was essentially complete as of March 31, 2019. All areas were live as of June 30, 2019.

Given the importance of the fiber project, staff provides quarterly status reports to the Mayor and Council. Val Giovagnoni, Ting Internet's manager for the City of Westminster project, will join City staff in presenting the update on January 13, 2020.

Project Financial Information
The City issued bonds for $16,215,000 through the Maryland Department of Community Development in Fiscal Year (FY) 2019. These bonds refunded the prior bonds issued through SunTrust Bank.

As of December 31, 2019, no principal payments have been made on the FY 2019 bond issuance. Interest payments made as of this date totaled $252,853.

In FY 2019, the City was issued a Note in the amount of $1,300,000 from the Governor's Office of Rural Broadband. The terms of the Note are 30 years, zero percent interest and are to be used solely for operating costs of the Westminster Fiber Network. The City drew $503,458 for FY 2020; as of December 31, 2019, $101,791 of this amount had been expended.

In accordance with the contract between the City and Ting Internet, Ting pays the City $6.00 per month for each unit passed by the Network. The City also receives $17.00 per month for each subscriber. As of December 31, 2019, the City had received $343,853 in lease and miscellaneous revenues in FY 2020.

The chart below provides the total number of units in each phase of the project, the number of units, the number of passed premises, the number of subscribers, and the take rate (the number of subscribers divided by possible subscribers) as of December 31, 2019.

	# of Units	# of Passed Premises	# of Subscribers	Take Rate
Pilot Phase	272	272	99	36.4%
Phase 1	891	885	303	34.2%
Phase 2	1,882	1,846	496	26.9%
Phase 3	1,613	1,607	297	18.5%
Phase 4	1,409	1,234	154	12.5%
Total	6,067	5,844	1,349	23.1%

Construction Activities
As of December 31, 2019, Southern Maryland Cable (the contractor that constructed the Network) has as-built information to complete.

The City has constructed approximately 94 miles of conduit, through which the majority of the approximate 110 miles of fiber optic cable was installed through. Approximately 1,800 drops had been installed citywide to date.

The following chart shows the status of access agreements as of December 31, 2019.

	Serviceable Addresses	Access Agreements Received	% Submitted
Phase 1	891	506	56.79%
Phase 2	1,882	947	50.32%
Phase 3	1,613	505	31.31%
Phase 4	1,409	328	23.28%
Total	5,795	2,286	39.45%

Network Maintenance
The Westminster Fiber Network Maintenance Team handles all new orders for installation city wide. Between October 1 and December 31, 2019, the Maintenance Team installed 44 drops for service through the internal 311 program. The team also replaced one drop due to damage.

As noted in the report for the quarter ended September 30, 2019, the City reached an agreement with Bella Vita Apartments to bring the Westminster Fiber Network into their community. That work is ongoing.

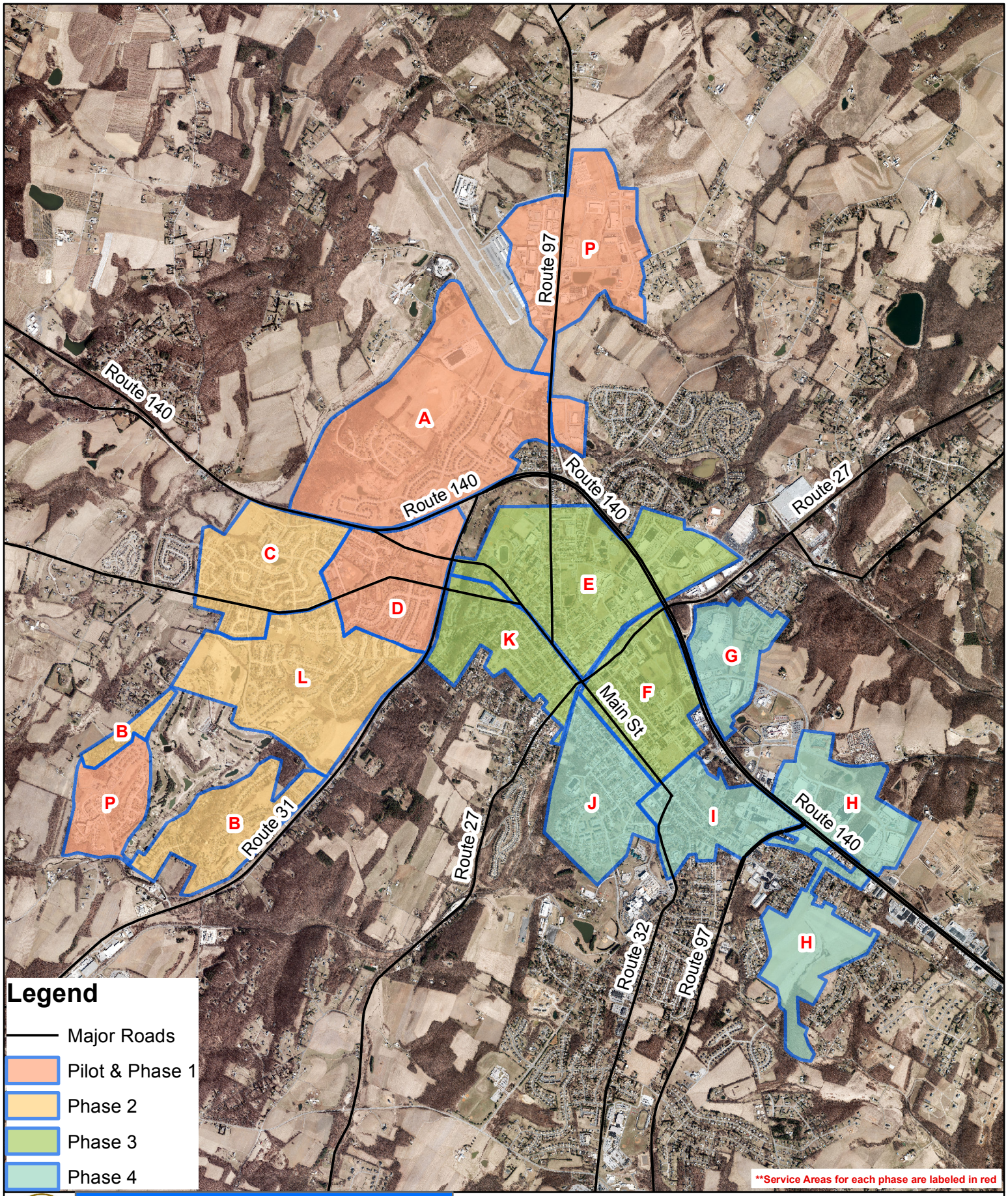
Additionally, the Maintenance Team undertook new construction activities in the Stonegate development. The work will be done in stages to accommodate the developer's building schedule and to protect City assets while construction continues over the next several years.

The Maintenance Team also installed a drop to McDaniel College for its computer lab located in Eaton Hall. The drop installation required several site visits and coordination with the College to acquire the proper path for the fiber. The Eaton Hall connection utilizes previously installed fiber, College infrastructure, and newly built City infrastructure to get to the destination point.

Attachment
- Map depicting Westminster Fiber Network phases

cc: Jeff Glass, Director of Public Works
Tammy Palmer, Director of Finance & Administrative Services
John Dick, Deputy Public Works Director

Westminster Fiber Network



City of Westminster

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Produced by Westminster GIS (JBrown) Reference only
Document Name: WestminsterFiber_762017_ServiceAreas

Date: 7/6/2017

Finance

TREASURY REPORTS AS OF NOVEMBER 2019 – UNADJUSTED AND UNAUDITED

GENERAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	11,252,854	$	7,305,072	65%
Licenses and Permits		587,200		233,728	40%
Intergovernmental		2,267,199		1,184,341	52%
Charges for Services		987,400		671,387	68%
Fines & Forfeitures		102,500		57,168	56%
Miscellaneous Income		165,400		212,068	128%
Transfers	$	(599,767)	$	-	0%
GENERAL FUND APPROPRIATION BY ACTIVITY					
Community Support	$	37,422	$	12,927	35%
Facilities		301,175		82,618	27%
Finance		163,786		64,552	39%
Executive & Legislative		756,068		214,785	28%
Human Resources		131,540		43,529	33%
Planning, Zoning & Development		1,084,989		110,127	10%
Housing & Preservation Services		112,855		37,325	33%
Public Safety Department		7,157,698		2,512,417	35%
Public Works		3,271,377		993,343	30%
Recreation & Parks		1,431,217		649,090	45%
Technology	$	314,662	$	91,500	29%
Total General Fund Revenues	$	14,762,786	$	9,663,764	65%
Total General Fund Appropriations	$	14,762,789	$	4,812,211	33%

CAPITAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	2,198,960	$	1,599,164	73%
Intergovernmental		902,529		91,275	10%
Benefit Assessments		289,380		127,922	44%
Transfers		5,517,830		-	0%
CAPITAL FUND APPROPRIATION BY ACTIVITY					
Planning	$	10,000	$	732,304	7323%
Facilities	$	5,825,498	$	63,143	1%
Public Safety Department		302,348		136,256	45%
Public Works		2,770,854		354,953	13%
Total Capital Fund Revenues	$	8,908,699	$	1,818,360	20%
Total Capital Fund Appropriations	$	8,908,700	$	1,286,656	14%

PUBLIC HOUSING FUND REVENUES		Budget		Actual YTD	% to Budget
Housing Assistance Payments	$	2,186,233	$	876,207	40%
HAP Equity Reserve Transfer		75,000		-	0%
HUD Administrative Fee Distribution		215,000		88,119	41%
Miscellaneous Income	$	16,000	$	65,397	409%
PUBLIC HOUSING FUND EXPENDITURES					
Salaries & Benefits	$	235,641	$	83,152	35%
Administration		84,900		48,684	57%
Housing Assistance Payments		2,126,118		887,779	42%
Facilities	$	45,575	$	21,918	48%
Total PHA Fund Revenues	$	2,492,233	$	1,029,723	41%
Total PHA Fund Appropriations	$	2,492,234	$	1,041,533	42%

UTILITY FUND REVENUES		Budget		Actual YTD	% to Budget
Small Meter - City	$	3,984,382	$	1,399,489	35%
Small Meter - County		3,093,428		871,120	28%
Large Meter - City		2,857,459		728,640	26%
Large Meter - County		2,119,490		529,483	25%
Reclaimed - County		25,000		10,645	43%
Charges for Services		882,290		505,519	57%
Benefit Assessment Fees		784,880		347,084	44%
Carroll County Septage Facility		425,000		120,187	28%
Revenue Related to ENR/Biosolids Project		27,091,494		552,162	2%
UTILITY FUND APPROPRIATION BY ACTIVITY					
Community Support	$	24,844	$	25,853	104%
Facilities		131,450		51,102	39%
Finance		528,716		171,535	32%
Executive & Legislative		717,523		266,611	37%
Human Resources		320,748		89,088	28%
Planning, Zoning & Development		236,426		49,626	21%
Public Works		438,480		129,385	30%
Technology		1,213,344		183,410	15%
Utilities		1,695,805		489,330	29%
Water		3,577,436		765,187	21%
Wastewater	$	31,688,492	$	6,952,672	22%
Total Utility Fund Revenues	$	41,263,423	$	5,064,329	12%
Total Utility Fund Appropriations	$	40,573,264	$	9,173,800	23%

FIBER FUND OPERATING REVENUES		Budget		Actual YTD	% to Budget
Provider Fees - Units Passed	$	432,576	$	176,298	41%
Provider Fees - Subscriptions		345,994		109,310	0%
Miscellaneous		1,000		-	0%
General Fund Subsidy	$	617,078	$	-	0%
FIBER FUND OPERATING EXPENDITURES					
Public Works		66,944		23,445	35%
Technology		39,469		13,028	33%
Fiber	$	1,286,286	$	350,829	27%
Total Revenues	$	1,396,648	$	285,608	20%
Total Expenses	$	1,396,649	$	388,870	28%

Disbursements between $10,000 and $25,000 from November 18, 2019 through December 16, 2019:

Vendor Name	Description	Total Amount
ADVANCED DISPOSAL	SLUDGE	$23,142.18
ADVANCED DISPOSAL	SLUDGE	$17,524.78
BALTIMORE GAS & ELECTRIC CO	BGE Electricity Oct	$21,629.80
CARROLL COUNTY COMMISSIONERS	VEHICLE MAINTENANCE AND FUEL USAGE OCTOBER 2019	$13,921.37
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$17,009.13
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$16,947.59
CONTINENTAL TECHNOLOGIES INC	BARRACUDA EMAIL ESSENTIALS	$17,102.12
GERALD TAYLOR CO INC	SERVICE	$12,957.79
GHD INC	CONSTR MGMT/INSPECTIONS ENR & BIOSOLIDS UPGRADE	$11,375.00
JAMES CITY SERVICE AUTHORITY	REVERSE OSMOSIS SYSTEM PILOT UNIT	$15,000.00
MC ENROE VOICE AND DATA	MITEL SWA AND MAINTENANCE	$16,925.00
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$20,441.05
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$20,148.13
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,666.06
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,801.96
SOUTHERN STATES COOP INC	FUEL CHARGES 11/01-11/30/19	$10,327.64
WINCHESTER WEST LLC	DECEMBER 19 RENT 56 W MAIN ST	$14,300.00

Operations Highlights

- Finance Director Tammy Palmer continued to respond to requests made by the audit team.
- Members of the Finance Department responded to multiple emails and correspondences regarding procurement and property disposals.
- The Finance team began preparing for year-end activities, including the issuance of 1099s, W-2s, and 1095s. Changes to the tax tables and tax calculations will be made after updates are completed by Eden. W-4 forms have changed.
- Ms. Palmer developed a written bond release process and worked closely with the Community Planning and Development staff to initiate certain bond releases related to development projects.
- Ms. Palmer continued to work with Verra Mobility and Bank of America to set up a lockbox for payment of red light violation tickets.

- Ms. Palmer responded to a Public Information Act Request.

- Accounting Specialist Diane Hollasch began training on budget forms and spreadsheets.

- Accounting Specialist Lori Keeney began training on ENR reimbursement packets and reconciliations.

Technology Services

- Total Helpdesk tickets = 99, broken down below by department:
  - Technology Services = 18
  - Westminster Police = 13
  - Public Works = 14
  - Human Resources = 5
  - Finance = 4
  - Office of the City Administrator = 10
  - Public = 22
  - Recreation and Parks = 7
  - Community Planning and Development = 3
  - Housing and Code Enforcement = 3
  - Mayor & Common Council = 0
  - Total emails allowed for November 2019 = 44,246K
  - Total emails sent for November 2019 = 7,581
  - Blocked emails for November 2019 = 92,859K

<u>Projects:</u>

- Replacement of core switching – planning phase
- Phone tree – in progress
- Document management solution – planning phase
- PCI Compliance Policy – in progress
- Computer hard drive encryption – testing
- Mobile device management – in progress
- Single Sign On – planning phase
- Upgrade operating systems from Windows 7 to Windows 10 – in progress
- GIS 5-Year Plan – in progress
- Multi-Factor authentication – planning phase
- Firewall replacements – in progress
- Eden upgrade – in progress
- Risk and Recovery Assessment – planning phase
- Security awareness training – planning phase

<u>GIS:</u>

- Attended meeting with the County and other municipalities to review GIS use in 911 systems with Mission Critical Partners
- Participated in an online meeting with Chesapeake URISA members
- Created Market Street water as-built drawings
- Created N. Ralph Street and Greenwood Avenue drawings for Carroll County Government
- Completed CNA Engineering request for storm drain information
- Performed Maryland Open Data research and uses for automatically updating online maps and data
- Performed parcel research and layer creation
- Created MDOT Light Inventory to identify street lights owned by municipalities; collaborated with Streets Department to create applicable map layer
- Performed updates and maintenance of Mobile 311 data

- Completed fiber drop/field check tickets in Mobile 311 for Public Works Department
- Created retaining wall drawing overlay for Streets Department
- Uploaded Cranberry reservoir drawing set to COW Drawing Database for Public Works Department
- Edited 2020 Celtic Canter 5k information for Recreation and Parks Department
- Supplied Stonegate plat drawings to Community Planning and Development Department
- Created fiber and water/sewer overview PDF map
- Performed Mobile 311 Geocoder (Address Points) update
- Researched 655 Friendship Road for Police Department to determine if in City limits
- Researched 185 Willis Street floodplain for Community Planning and Development Department
- Provided 7 Corporate Center Court water/sewer contract numbers for Engineering Department
- Created Wine Stroll and BBQ Stroll barrier maps for Recreation and Parks Department
- Performed update to Mobile 311 bulk trash information
- Uploaded Royal Farms Concept Plans to FTP website for Community Planning and Development Department
- Provided water/sewer revision printout to Engineering Department
- Completed Carroll County request for coordinates regarding City limit line at 209 Greenwood Avenue

Housing Services

Housing Program

- Housing Assistance Payments (HAP) = $183,366
- Number of vouchers under lease as of the last day of the month = 276
- Wait list total active applicants = 1,075
- Total HAP repayments received = $975
- Housing Inspections = 36
- Filing rate in PIC = 99%

Code Enforcement

- 62 cases open during the month
- 44 cases closed during the month

Rental Licensing

- Monthly Licensing fees received = $500
- Total licensing fees received since July 1, 2019 = $39,900

Community Planning & Development

- During November, the Department of Community Planning and Development provided staff support for the Planning and Zoning Commission. The Board of Zoning Appeals, Historic District Commission, and Tree Commission did not meet in the month of November.

    - Items prepared for the Mayor and Common Council included review and background information for Emergency Ordinance No. 918 to allow as of right, single-family dwellings lawfully existing in the R-10,000 and R-20,000 Residential Zones on or before December 1, 2019, subject to the dimensional requirements contained in the ordinance. Staff also provided information related to Resolution No. 19-18, amending the Adopted Water and Sewer Allocation policy for 2018-2024.

    - Items prepared for the Planning and Zoning Commission included review and background information for a requested relief from the 200-foot distance requirement related to a Sketch Plan of Clark Farm Properties, and a determination related to an upwards adjustment for eight new homes sites for the Stonegate Development.

COMMUNITY PLANNING AND DEVELOPMENT PERFORMANCE MEASURES	
	November 2019
Building Permits approved	21
Downtown Businesses Owner Inquiries	12
Downtown Businesses Visited	56
Planning and Zoning Commission items	2
Sign Permits issued	3
Use and Occupancy	7
Water Allocations approved	470 GPD
Zoning Verification letters	2
Zoning Inquiries	237

- Departmental staff reviewed and approved 21 building permits for projects within the City, including projects related to eight new homes. The remainder of approved building permits were for decks and miscellaneous construction projects.

- Saturday, November 30 marked the tenth year of the American Express Small Business Saturday (SBS) campaign. To mark this milestone, this year's SBS campaign was multifaceted. The SBS Passport Program listed 47 participating businesses from Downtown Westminster. Tiombe Paige, owner of Cultivated, provided a complimentary layout design for the Passport. Carroll County Tourism paid for the printing of the Passports by downtown business Kohn Creative, and provided $1,000 in gift certificates for the 20 winners. This year, 64 completed Passports were received, up from 56 last year.

Carroll County Tourism also paid for the following advertising: local radio station WTTR, a full-page ad in Carroll Magazine, and a week of billboard advertising along Maryland Route 140. In addition, the Carroll County Chamber of Commerce provided window clings for participating businesses to display, and a week of SBS advertising on its billboard located along Maryland Route 140.

Downtown business owners reported record sales from Black Friday and Small Business Saturday. Main Street Manager Sandy Anderson hopes to continue this upward trend and create even more fun and exciting activities for the 2020 Small Business Saturday event.

- Comprehensive Planner Andrea Gerhard continued to represent the City of Westminster on the East Middle School Construction Committee. Ms. Gerhard also helped coordinate the annual Heart of the Civil War Heritage Area annual meeting held at the Carroll Arts Center.

- Comprehensive Planner Andrew Gray continued to represent the City of Westminster on the Carroll County Complete Count Committee.

- Both Ms. Gerhard and Mr. Gray prepared for public hearings before the Board of Zoning Appeals and the Planning and Zoning Commission, both of which were scheduled for December 3, 2019.

- Finally, DCPD staff members answer hundreds of inquiries every month via email, by phone, and in person. DCPD also continues to meet 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 November, DCPD received over 4,000 emails and sent over 1,250 emails. Additionally, staff continued to review and coordinate the review and approval of new development in the City.

Human Resources

Benefits/Wellness

- Reviewed the AmWINS Medicare insurance renewal information letter for distribution to covered retirees
- Provided census information to the auditors on the City's retiree insurance plan
- Wellness Program
  - Prepared and distributed December lunch and learn flyer on "How Foods Effect Your Mood"

Employment/Recruitment

- Advertisements:

	Internal Advertisements	External Advertisements	Internal Applications Processed	External Applications Processed
Full-time	2	2	4	118
Part-time	0	0	0	0
Temporary	0	0	0	0
Seasonal	0	0	0	0

- Processed:

	New Hire Documentation	Employee Orientations	Internal Transfers	Promotions
Full-time	0	2	0	1
Part-time	0	0	0	0
Temporary	0	0	0	0
Seasonal	0	0	0	0

- Conducted one employee exit interview
- Held follow up interviews with the two finalists for the position of Director of Community Planning and Development

Projects

- Continued staff review of two new alcohol and drug policies for employees
  - Updated the Substance Abuse Education Resources List for the non-DOT policy
  - Finalized the Drug Free Workplace Notice

- Scheduled and held supervisory training by Evergreen Consultants for new performance evaluation process – 41 attendees
- Created a modified performance evaluation form for seasonal Recreation and Parks Department employees
- Prepared and distributed invitation for the annual Employee Holiday Luncheon
- Prepared and distributed invitations to the 2019 service award recipients
- Researched vendors to purchase the City plates that are presented to retiring employees
- Held a retirement open house for a retiring employee
- Completed and submitted mandatory biennial Occupational Employment Report to the Maryland Department of Labor

Risk Management

- Insurance Claims Filed

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

- Processed one CDL driver for random drug testing per Department of Transportation (DOT) regulations
- Held two sessions to educate Public Works CDL drivers on the new DOT Drug and Alcohol Clearinghouse registration process that goes live January 2020
- Received the Local Government Insurance Trust (LGIT) Risk Management Services Award for members that consistently demonstrate excellence in their commitment to loss reduction, ongoing training, adhering to LGIT Risk Management Guidelines, and using LGIT resources
- Set the annual Safety Day for June 25, 2020; secured two speakers for the event

Training/Meetings

- Director of Human Resources Darlene Childs and Safety/Risk Coordinator Brian DeMay participated in a webinar on "FMCSA Clearinghouse Ready: Top 7 To Do List & Landmines to Avoid"
- Ms. Childs, Human Resources Analyst Brenda Anders, and Human Resources Associate Beth Fahey attended an Evergreen training on the Job JAT process and position placement in the City's salary structure
- Ms. Anders participated in a Benecon insurance webinar on Summary of Benefits and Coverage

Police Department

Time Frame	Police Calls For Service	Adult Arrests	Juvenile Arrests	DUI Arrests	Traffic Citations	Foot/Bike/T3 Patrol Hours
November 2019	1,139	42	4	8	176	346
November 2018	1,035	52	7	8	227	144
2019 YTD Total	12,497	583	57	78	2,271	2,865
2018 YTD Total	12,362	547	61	73	3,275	1,971

Significant Cases in November:

Crime: **Assault**
Date: 11/1/2019
Location: West Main Street

Details: Two security personnel at Johansson's Down Under Bar shoved the victim out of the front door of the establishment, causing the victim to strike his head on the

railing. The victim was treated and released from Baltimore Shock Trauma for head injuries.

Charged: William D. Hughes (Age 44)
Lucas W. Kenyon (Age 37)

Crime: **Robbery**
Date: 11/3/2019
Location: City Park
Details: The victim was socializing with the suspects when the suspects struck and kicked the victim in the head and face. The suspects stole the victim's cell phone. Investigators secured arrest warrants. All suspects were located and charged. Additionally, investigators executed several search and seizure warrants.

Arrested/Charged: Olivia A. Luby (Age 19)
Fabian S. Millberry (Age 26)
Macen L. Crane (Age 20)

Crime: **Missing Person**
Date: 11/6/2019
Location: Victim Lives in Taneytown
Details: The victim was dropped off on East Green Street by his boss and did not show up for work the following day. The victim suffers from depression and is addicted to heroin. The investigator met with officers in Baltimore where the victim frequents. Two media releases have been issued.
Status: Not located

Crime: **Assault/Handgun Violation**
Date: 11/13/2019
Location: McDaniel College
Details: Two students at McDaniel College were engaged in an altercation on campus. Suspect removed a handgun from his waistband and pointed it at the ground. He then returned the gun to his waistband and left the scene. Detectives interviewed the victim and multiple witnesses. Detectives executed two search warrants and subsequently arrested suspect on a warrant.

Arrested/Charged: Sean A. Brown, Jr. (Age 18)

Crime: **Rape**
Date: 11/16/2019
Location: South Church Street
Details: Complainant advised patrol officers that acquaintance that suspect had raped his girlfriend while she was incapacitated from drug use. The complainant stated that he, the suspect, and the victim were smoking marijuana. The complainant's girlfriend passed out. The victim told the complainant that the suspect had sex with her without her consent. The victim was transported to Carroll Hospital Center for a Sexual Assault Forensic Exam. Suspect was indicted by a grand jury. DNA results are pending.

Arrested/Charged: Raheem A. Smith (Age 19)

Significant Activities in November:

- The Narcotics Section of the Westminster Police Department partnered with the Carroll County Sheriff's Office Narcotics Investigators. Both are now co-located at the Carroll County Drug Task Force office, and are working as a team on drug investigations and street operations.
- PFC Patricia Parks was promoted to Sergeant effective November 12, 2019 and was transferred from the Criminal Investigation Bureau to Patrol Squad 3.
- Chief Ledwell conducted one-on-one meetings with all departmental staff members.

Recreation & Parks

Revenue

Pool	$0
Family Center	$19,742
All Strolls	$0
Oyster Stroll	$0
Programs & Events	$0
Halloween	$0
Miracle on Main Street	$430
BBQ Stroll	$0
Summer Camp	$0
Fallfest	$0
Facility Rentals	$923
Total Revenue	**$21,095**

Family Fitness Center

- Total gym entries = 3,542 members (3,444) and non-members (98) entered the facility during the month of November. This number does not include the total childcare entries listed below.

- Total childcare entries = 469 children entered childcare during the month of November

- Total facility entries = 4,011

- Total active members as of November 1 = 1,289
    - Membership retention rate = 94%
    - Cancelled memberships during the month of November (individually counted) = 21

- Membership packages sold
    - Child supervision = 2
    - Corporate memberships = 0
    - Family memberships = 15 (individually numbered); 11 City resident, 4 non-resident
    - Individual memberships = 12; 9 City resident, 3 non-resident
    - Youth/Student memberships = 1; 1 City resident
    - Total new memberships = 30

- Group fitness class participation count:
    - Cardio = 1,225
    - Cycle = 150
    - Yoga = 507
    - Barre = 85
    - Total = 1,967

Public Works

Wastewater Treatment Plant

Total flow	131.115 MGD
Average daily flow	4.371 MGD
Sludge (Integrated Agronomics)	327.23 Wet Tons
Septage sludge	111.52 Wet Tons

- Performed 4,000 lab analyses
- Entered and completed Facility Dude maintenance work orders
- Completed safety training
- Cleaned Septage Facility receiving tanks and digesters
- Transported recyclables to the County landfill
- Performed routine maintenance

Utility Maintenance

- Water leaks
  - 336 North Cranberry Road (main)
  - 19 Charles Street (main)
  - 7 Chase Street, Rear (main)
  - Clover Lane (main)
  - 405 Monterey Drive (main)

- Sewer blockages
  - 140 Willis Street (main)
  - 141 Westminster Avenue (lateral)

Water Loss

Water main flushing	0.364MG
Water leaks	0.093MG
Private leaks	0.0MG
Sewer main flushing	0.010MG
Total Loss	**0.467MG**

- Miscellaneous tasks
  - Completed high water bill inspections, meter investigations, meter installations, and meter readings
  - Completed water, sewer, and fiber markings
  - Completed water shut offs
  - Started annual water main flushing

- 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:
  - Assisted with leaf vacuuming and picking up piles of loose leaves
  - Used leaf vac in all City parks
  - Ran tenant sweeper to clean all City parking lots
  - Trimmed bushes in front of City Hall
  - Picked up and set up Christmas trees at Locust Mall, Belle Grove Square, West Main Street, and Pennsylvania Avenue
  - Cleaned up leaves at Locust Mall
  - Cleaned and set up truck 22 for the holiday parade

- Building Maintenance section performed the following tasks:
  - Collected parking meter money and maintained meters
  - Repaired and replaced high visibility signs on City streets
  - Performed maintenance at various City buildings and all City parks
  - Assisted with Christmas tree set up at Locust Mall, Belle Grove Square, West Main Street, and Pennsylvania Avenue
  - Completed set up and clean up after holiday parade and tree lighting ceremony

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

Street baskets	1.91 tons
Bulk trash	25.12 tons
Brush	13.48 tons
Yard waste	129.17 tons
Paper recycling	0.00 tons
Street sweepings	0.00 tons
Tires	0.40 tons
Metal	1.76 tons

  - Scheduled bulk trash collection
  - Set dumpsters for large piles of bulk trash
  - Ran the leaf vac to pick up piles of loose leaves
  - Completed set up and clean up after holiday parade and tree lighting ceremony

- Street Maintenance Section
  - Assisted with leaf vacuuming and pick up of piles of loose leaves
  - Removed brush, metal, yard waste, and bulk trash
  - Scheduled bulk trash collection
  - Repaired end of a driveway on Monterey Drive damaged by water main break
  - Repaired road on Old Manchester Road from water break
  - Fixed the embankment where water has eroded on Royer Lane
  - Completed set up and clean up after the holiday parade and tree lighting ceremony

Engineering

- HRI, Inc. continued work on the Wastewater Treatment Plant denitrification building project construction, specifically the concrete slab, and walls. Other work associated with the ENR/Biosolids Upgrade Project included blowers, electrical buildings, and site electrical conduits, and pipe installation in Reactor #1. The project engineer and HRI continued review of submittals.

- Standard Pipe Services, Inc. substantially completed Phase 2 of the Inflow and Infiltration Project. The company completed repairs of two additional manholes.

- The contractor for the Little Pipe Creek Restoration and Relocation Project established the well monitoring program.

- The contractor for Stonegate Section 3 is working on grading, installation of storm drains, and sewer force main.

- The contractor for Bolton Hill Phase 5 is working on final paving.

- City staff prepared a contract for execution by C.J. Miller, LLC for the FY 2020 paving project.

- The Mayor and Common Council awarded a contract to Albrecht Enginnering, Inc. for design of the repair/reconstruction of the brick masonry wall at the Diffendal Parking Lot.

Water Plant

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

Raw meter total	33.19145 MG
Recycled water total	3.47625 MG
Recycled water recovered	10.473%
CIP wash water/membrane cells	0.15552 MG
Total	**33.03593 MG**

- Raw Water Sources in MG

Cranberry Branch	26.06193 MG
Hull Creek	6.974 MG
Raw Reservoir	0.00 MG
Other	0.00 MG
Total	**33.03593 MG**

- Treated in MG

Finished water flow meter	32.61090 MG
Station water	0.031898 MG
Total treated	32.579 MG
Backwash/Recycle filters	0.1539 MG
Delivered to System	**32.4251 MG**

- Wells in Cranberry System in MG

Well 3	2.71424 MG
Well 4	1.85949 MG
Well 5	3.75178 MG
Well 6	2.28915 MG
Well 7	4.555959 MG
Well 8	3.940119 MG
Wells 9 and 10	3.241599 MG
Well 11	2.659512 MG
Well 12	9.2767893 MG

Total delivered to System	66.71374 MG
Day of maximum usage – 5	2.62669 MG
Well 5 backwash	0.00334 MG
Well 7 backwash	0.31824 MG
Well 8 backwash	0.06477 MG
Well 12 backwash	0.93665 MG
Daily average	2.2237913 MG

- Hours operated = 720
- Rainfall = 1.29 inches
- Raw Reservoir level = 24.0 feet
- Wakefield Well System

Well 1	2.4358 MG
Well 2	2.856604 MG
Total delivered to System	5.292404 MG
Filter backwash	0.0053 MG
Daily average	0.1707227 MG
Day of maximum usage - 14	0.335133 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: Thomas Ledwell, Chief of Police

Date: December 31, 2019

Re: Approval – Drug Task Force Memorandum of Agreement

Background

On November 1, 2019, the Maryland State Police removed its personnel from the Carroll County Narcotics Task Force (DTF), resulting in the termination of the existing Memorandum of Agreement. The remaining DTF parties drafted the attached Memorandum of Agreement in order to continue the coordination of a multi-agency law enforcement unit, the personnel and resources of which will concentrate on the detection, investigation, and prosecution of violators of the Maryland Criminal Laws – the nature of which are complex and extend past the jurisdictional boundaries of any one entity.

Through this agreement, the parties will supply personnel and resources directed at violations of the Criminal Law Article, Controlled Dangerous Substances, Prescriptions, and other Substances §§ 5-101 through 5-908; Prostitution and Related Crimes §§ 11-301 through 11-306; and Gaming §§ 12-101 through 13-205 and §§ 13-901 through 13-909 of the Annotated Code of Maryland.

The proposed Memorandum of Agreement has been reviewed and approved by the City Administrator and the City Attorney.

Recommendation

Staff recommends that the Common Council approve the proposed Drug Task Force Memorandum of Agreement and authorize the Mayor's execution of the same.

Attachment

- Proposed Carroll County Drug Task Force Memorandum of Agreement

cc: Barbara B. Matthews, City Administrator

MEMORANDUM OF AGREEMENT FOR
CARROLL COUNTY DRUG TASK FORCE
BY AND BETWEEN THE
CARROLL COUNTY SHERIFF'S OFFICE AND
THE MAYOR AND COMMON COUNCIL OF WESTMINSTER ON BEHALF OF THE WESTMINSTER POLICE DEPARTMENT
AND THE STATE'S ATTORNEY FOR CARROLL COUNTY, MARYLAND

THIS AGREEMENT is made this _____ day of January, 2020 among the Carroll County Sheriff's Office ("CCSO"), The Mayor and Common Council of Westminster ("the City") on behalf of the Westminster City Police Department ("WPD"), and the Carroll County State's Attorney's Office ("CCSAO").

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland and the United States cooperate to the greatest extent possible to provide prompt, effective, and professional law enforcement and prosecution services;

WHEREAS, the Parties operate within the various areas of Carroll County, Maryland and share common goals and challenges in enforcing the law and preserving the peace; and

WHEREAS, the Parties recognize that it is in the public interest that the CCSO, the WPD and the CCSAO cooperate to the greatest extent possible to provide prompt, effective and professional law enforcement and prosecution services throughout Carroll County, Maryland, particularly in circumstances which involve certain criminal enterprises such as the distribution of controlled dangerous substances, prostitution, and gambling; and

WHEREAS, each of the party agencies are authorized by law to provide either law enforcement or prosecution services in Carroll County, Maryland and the incorporated municipalities within the County for the preservation of the public peace, prevention of crime, protection of the rights of persons and property, and enforcement of laws and rules and regulations made in the furtherance thereof;

WHEREAS, the Parties recognize that certain criminal enterprises such as the distribution of controlled dangerous substances, prostitution, and gambling operate throughout the county without regard to jurisdictional boundaries affecting the health and safety of all citizens within the County;

WHEREAS, the Parties recognize the need for assistance and mutual aid from each agency in order to most effectively combat these criminal enterprises, and for the preservation of the public peace, prevention of crime, and the protections of the rights of persons and property;

WHEREAS, all sworn members of the CCSO and the WPD are trained in current law enforcement techniques and have received the training prescribed by the Maryland Police Standards and Training Commission;

WHEREAS, the Parties are aware that from time to time situations have developed at locations throughout Carroll County, Maryland and recognize that mutual aid cooperation in response to such

incidents within Carroll County, Maryland, can be enhanced and made more flexible and effective by combining forces for certain criminal enterprises such as the distribution of controlled dangerous substances, prostitution, and gambling; and

WHEREAS, the Parties are desirous of furthering prompt, efficient and professional police services to the public in their jurisdictions to the extent that police resources are available;

WHEREAS, the Parties desire to establish formally a cooperative effort regarding the operation of the CARROLL COUNTY DRUG TASK FORCE (DTF), and matters relating thereto.

NOW THEREFORE, in consideration of the covenants contained herein, and for the purpose of continuing the DTF as a joint investigative group, the parties agree as follows:

I. Purpose

The purpose of this agreement is the coordination of a multiagency law enforcement unit, the personnel and resources of which will concentrate on the detection, investigation and prosecution of violators of the Maryland Criminal Laws; the nature of which are complex and extend past the jurisdictional boundaries of any one entity.

Through this agreement the parties will supply personnel and resources directed at violations of the Criminal Law Article, Controlled Dangerous Substances, Prescriptions, and other Substances §§ 5-101 through 5-908 ; Prostitution and Related Crimes §§ 11-301 through 11-306; and Gaming §§ 12-101 through 13-205 and §§ 13-901 through 13-909 of the Annotated Code of Maryland. The task force may conduct other investigations as directed by a majority consensus of the Parties.

II. Organization

A. Parties:

1. Carroll County Sheriff or designee
2. Chief, Westminster City Police Department or designee
3. State's Attorney for Carroll County or designee

B. Members:

The Chiefs (or their designees) of law enforcement agencies in Carroll County that do not provide personnel assigned to the DTF. Members may attend the Parties' meetings, but do not vote. The Parties shall review and approve potential Members.

C. Parties' Recommendations:

DTF recommendations shall be based on a majority consensus of the Parties.

D. Duties:

The Parties shall recommend and request implementation of policies, rules, regulations, guidelines and procedures or otherwise provide for the various activities, which affect the efficient operation of the agreement, including, but not limited to:

1. Act as the governing body for the DTF, and in turn establish and ensure that the DTF meets established goals and objectives;
2. Establish strict accountability procedures for funds and expenditures of the DTF, including shared fund expenditures in accordance with established DOJ Federal Equitable Sharing Program (FESP) guidelines;
3. Assist with prioritization of investigations;
4. Disperse federally forfeited proceeds in accordance with state, local, and federal laws, as well as the FESP guidelines;
5. Approve the operating budget and any spending plans prior to July 1 of each year, to coincide with the fiscal year and with the operating necessity of the DTF; and
6. Establish the manner in which each member agency will share proceeds derived through the forfeiture process. (Federal funds shall be distributed to member agencies directly per FESP guidelines.)

Parties and Members shall not disclose to anyone without a right/need to know, any confidential DTF matter without the Parties' majority consensus.

III. Drug Task Force Operations and Staffing

A. Command:

The Parties shall designate a DTF Commander from one of the participating agencies. The administration and operational oversite of the DTF shall be the responsibility of the DTF Commander. The DTF Commander will establish policies and procedures that will allow for proper supervision and division of responsibilities consistent with effective management principals and allowing for diversification of personnel assignments. Duties of the DTF Commander include:

1. Serve as the primary point of contact to member agencies concerning personnel matters, reporting all performance issues promptly to the respective agency head.
2. Report directly to the Parties and be responsive to the Parties collectively.
3. Ensure notifications are made to participating agencies regarding ongoing investigations and operations, particularly if it may affect the use of personnel outside the confines of Carroll County.
4. Communicate regularly with Parties and affected Members to provide updates as needed and to determine areas of concern for investigative focus.

5. Brief the Parties regarding investigations and operations and provide a complete financial report at all Parties meetings.
6. Act as the primary liaison to the Baltimore Washington High Intensity Drug Trafficking Area (HIDTA) Program.

B. Supervision:

The Parties shall designate a DTF Supervisor from one of the participating agencies. The DTF Supervisor shall report to the DTF Commander and will remain responsive to the Parties. DTF Supervisor duties shall include, but are not limited to:

1. Supervise the day-to-day DTF operations and DTF employees;
2. Assign personnel, as necessary, to accomplish DTF goals and objectives;
3. Complete performance evaluations for DTF members, and handle DTF personnel matters in coordination with their respective agencies and agency policies;
4. Ensure proper equipment maintenance and maintain accurate equipment inventory;
5. Liaison and collaborate with partnering jurisdictions and agencies to accomplish the goals of the task force.

C. Personnel:

Participating agencies will contribute the following minimum personnel:

1. CCSO will assign at least two (2) Detectives and an Administrative Assistant;
2. WPD will assign at least two (2) Detectives;
3. The Parties will designate a DTF Commander and a DTF Supervisor from participating agencies in addition to the assigned Detectives;
4. CCSAO will assign a prosecutor to assure the proper handling of DTF criminal and asset forfeiture cases.

The assigned personnel remain employees of their respective agencies. All salaries, overtime, pensions, workers compensation, and other employment benefits remain the responsibility of the employing agency. A law enforcement member agency may only assign to the task force law enforcement personnel who are in good standing with the agency, maintain certification as a police officer in Maryland, are not under active investigation by their home agency or any other law enforcement agency, and who maintain satisfactory performance evaluations.

All personnel assigned to the task force will adhere to policies and procedures developed for the task force, unless these policies conflict with a policy from their home agency. All policy conflicts will be resolved by the DTF Commander. If the DTF Commander is unable to resolve the conflict, the DTF Commander will refer the matter to the Parties for

resolution. Task force officers shall adhere to their respective agencies policies and procedures for all other matters.

Pursuant to Criminal Procedure Article ("CP Article") § 2-105 of the Annotated Code of Maryland, the Parties acknowledge that the acts performed in furtherance of this Agreement by police officers or other officers, agents, employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by the Parties when acting through their police officers, agents or employees for a public or governmental purpose within jurisdictional limits shall be enjoyed by the Parties to the same extent when acting, under CP Article § 2-105.

Pursuant to CP Article § 2-105, the Parties acknowledge that the police officers, agents and employees of the Parties, when acting in furtherance of statutory authority or under this Agreement beyond the jurisdictional limits of the police force in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances and regulations and have all the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the jurisdictional limits of the police force in which they are commissioned or employed.

Pursuant to CP Article § 2-105, each of the Parties to this Agreement: (a) waives any and all claims against all the other Parties to this Agreement that may arise out of their activities outside their respective jurisdictions under this Agreement; and (b) agrees to indemnify and save harmless the other Parties to this Agreement from any and all claims by third Parties for property damage or personal injury which may arise out of the activities of the other Parties to this Agreement outside their respective jurisdictions under this Agreement.

Pursuant to CP Article § 2-105, this Agreement shall remain in full force and effect until such time that it is canceled by agreement in writing of all the parties; notwithstanding the foregoing, any Party may withdraw on 15 days' notice by written notice to the other Parties.

IV. Press Releases

The Public Information Officer for the CCSO will complete press releases related to DTF operations. The DTF Commander will review and approve all DTF press releases. The DTF Commander will provide the Parties with a copy of the release and a chance to comment on the release. If this notice occurs and a reasonable time has passed with no comments from the Parties, the DTF Commander will authorize release of the information.

V. Training

The DTF, at no cost to the member agency, will provide specialized training related to the investigation of crimes under the purview of the task force. Trainings exceeding three weeks in duration must be approved by a consensus vote of the Parties. This training will not replace annual in-service training. Members are still responsible for in-service training per their agency's requirements. Forfeiture monies from the task force may be used to pay for additional trainings, unless the use of such funding violates Equitable Sharing guidelines.

VI. Facilities/Funding

It is the intent of the member agencies that the DTF be financially self-sufficient using locally forfeited assets, funding through the Washington/Baltimore HIDTA, and other applicable grant programs.

1. Equipment:
   Each member agency will equip its assigned personnel appropriately with uniforms, weapons, ammunition, police radios, vehicles and any other equipment an officer requires and the maintenance thereof.

2. Operating Expenses:
   To the extent possible office supplies, office equipment, evidence storage lockers, evidence containers and labels, and other supplies will be paid for by forfeited funds in order to support the DTF. If forfeited funds are insufficient to meet the needs of the DTF, the DTF Commander will present to the Parties the amount needed, and the Parties will decide where to obtain the funding.

3. Confidential Expenditures:
   A part of the operating budget for the DTF will be designated for investigative funds. Payments and expenses will be made in accordance with policies of the CCSO. If these funds are insufficient, the CCSO will provide funds from their Major Crimes Investigative Funds.

4. Support Services:
   CCSO will provide funding for technical support for the task force to include, computer technical support, intelligence data gathering and coordination, and clerical services.

VII. Asset Sharing Guidelines

Maryland and federal law provide for the forfeiture, to the government, of assets used to facilitate the commission of controlled dangerous substance and certain vice crimes. It is

the intent of this agreement that any such property, whether currency, personal property, or real property be used only for the official government purposes in accordance with any state and local laws, and Department of Justice federal equitable sharing guidelines; and to support programs either undertaken by the task force or related thereto. This agreement establishes the guidelines for the dissemination of assets among member agencies procured by or awarded to the task force.

1. Monetary assets decreed by the Parties to be surplus operations of the task force will be distributed to the member agencies based on the following allocations. The disbursement to member agencies will occur on after the fiscal year has ended.

    - Carroll County Sheriff's Office 35%
    - Westminster Police Department 35%
    - States Attorney's Office 30%

2. Department of Justice Equitable Sharing Funds
   Effective July 2018, DOJ funds may be paid to a fiduciary agency or individual member agencies. The parties understand and agree that funds will be applied for and paid to the individual member agencies. Each party should submit this agreement with their DAG – 71 form to claim federal disbursements. Each party is responsible for the accounting of such disbursed funds.

3. Dissolution
   Should the Parties decide to terminate this agreement, the remaining funds will be disbursed as set above, after all final expenses incurred in the dissolution of the DTF has been paid.

VIII. Liability

Each party to this agreement agrees to indemnify and hold harmless each other party against any and all claims by third parties for property damage or personal injury, to the extent permitted by applicable law. All parties agree to waive all claims against the other party which may arise out of the activities performed under this agreement. Each party shall remain liable for the acts or omissions of its own employees to the extent permitted by applicable state, local or federal law. Nothing in this agreement shall be construed to waive any immunities or privileges afforded by law.

Each party to this agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these indemnification provisions. Cooperation will include the following:

1. Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having potential for liability;

2. Permit a party to this agreement to conduct a parallel independent investigation of any accident or incident;
3. Make personnel, records, and/or equipment available for purposes of the defense of any claim or suit.

IX. Term of Agreement

This agreement shall become effective on the date that all signatures are received and shall automatically renew on July 1 of each year unless action is taken by the Stakeholders to terminate this agreement. Every four years beginning in 2023 the agreement will require distribution for original signatures. An individual agency may terminate their participation of this agreement by providing thirty (30) days written notice to the other parties to this agreement. Any additions, deletions, modifications, or attachments to this agreement must be presented in writing.

X. Statement of Cooperation

All parties to this agreement will work cooperatively with the other agencies and support each other as appropriate in pursuing the law enforcement objectives established by the Parties. The parties further agree that this agreement will be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 2020.

CARROLL COUNTY SHERIFF'S OFFICE

By: _____
James T. DeWees, Sheriff

Approved as to legal form and sufficiency this ____ day of _____, 2020.

By:_____
Gail D. Kessler
Deputy County Attorney

CARROLL COUNTY STATE'S ATTORNEY'S OFFICE

By: _____
Brian DeLeonardo, State's Attorney

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

By: _____
Joe Dominick, Mayor

WESTMINSTER POLICE DEPARTMENT

By: _____
Thomas Ledwell, Chief of Police

Approved as to legal form and sufficiency this ____ day of _____, 2020.

By: _____
Elissa D. Levan
City Attorney

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: January 3, 2020

Re: Authorization – Amendment to Lease Agreement with HRI, Inc. for Use of the City-owned Property located at 1117 Old New Windsor Road, Westminster, Maryland

Background

Effective December 17, 2018, the City entered into a lease with HRI, Inc. (the contractor for the Enhanced Nutrient Reduction and Biosolids Upgrade project) for use of the City-owned property located at 1117 Old New Windsor Road. The initial lease term is 1,287 days, with an option to extend the lease for an additional four months. Under the terms of the existing lease, HRI, Inc. is allowed to use the property for stockpiling and storage of materials and as office space for administrative activities related to the construction contract.

HRI, Inc. recently approached the City about using the property for additional purposes, specifically fulfillment of its obligations under Section 01510 of the bid specifications, which pertains to the establishment of temporary offices and lab; a copy of Section 01510 is attached for your reference.

For use of the property for temporary offices and lab, HRI, Inc. would pay an additional lease amount of $70,000. Of this amount, $35,000 would be payable to the City by February 15, 2020; the balance would be due by May 15, 2020.

Recommendation

Staff recommends that the Common Council authorize the Mayor to execute an amendment to the City's lease agreement with HRI, Inc. for the property located at 1117 Old New Windsor Road in Westminster, Maryland in substantially the same form as the attached Lease Amendment.

Attachments

- Proposed First Amendment to Lease Agreement with HRI, Inc.
- Bid Specification Section 01510
- Lease Agreement with HRI, Inc. dated December 17, 2018

cc: Tammy Palmer, Director of Finance & Administrative Services
Jeff Glass, Director of Public Works

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Lease") is made this ____ day of January, 2020, by and between the Mayor and Common Council of Westminster ("the Landlord") and HRI, Inc. ("the Tenant"), a Delaware corporation with its primary offices at 1750 West College Avenue, State College, Pennsylvania.

WHEREAS, pursuant to a lease dated December 17, 2018 ("the Lease"), the Tenant leases a building located on certain real property commonly known as 1117 Old New Windsor Road, Westminster, Maryland, 21158 ("the Premises"); and

WHEREAS, Tenant desires to use the Premises for purposes not originally contemplated by the Lease but necessary for the fulfillment of Tenant's obligations to the Landlord pursuant to Section 01510.1.05 of the Specifications for a contract between the parties dated October 26, 2018 ("the Contract") for the expansion, renovation and reconstruction of a wastewater treatment plant owned by the Landlord; and

WHEREAS, the Landlord is willing to allow the Tenant to use the Premises for the aforesaid additional purposes pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed:

1. Section 2 of the Lease, "Rental", is amended to read as follows.

A. The Rent for the entire Initial Term of the Lease shall be a lump sum of One Hundred Thirty Thousand Dollars ($130,000.00), payable in four equal installments of Thirty-Two Thousand Five Hundred Dollars ($32,500.00) on the first day of the first, sixth, twelfth, and eighteenth months of this Lease Agreement. If the Tenant extends the Lease for any Additional Term, the Rent for the additional term shall be Three Thousand ($3,000.00) per month, payable

on the first day of every month of the Additional Term, except for the first month, the Rent for which shall be prorated by the number of days remaining in that calendar month. Said Monthly Rent shall be payable without demand.

B. In addition to the Rent set forth in subsection A of this Section, the Tenant shall pay to the Landlord the sum of Seventy Thousand Dollars ($70,000), with one-half of this amount due by February 15, 2020 and the balance due by May 15, 2020 as consideration for the amendment of Section 3 of the Lease, "Uses Permitted", granting Landlord's permission to Tenant to use the Premises for the additional purposes set forth therein as required by Section 01510.1.05 of the Specifications for the Contract.

2. Section 3 of the Lease, "Uses permitted," is amended to read as follows

A. The Tenant shall use the Premises for parking of contractor vehicles and construction equipment related to the Tenant's activities at the City of Westminster Wastewater Treatment Plant pursuant to a contract between the parties dated October 26, 2018 ("the Construction Contract"), for construction laydown, stockpile and storage related to the Construction Contract, and as office space for administrative activities related the Construction Contract. The Tenant shall not use any portion of the Premises for the purposes of storing, manufacturing or selling any explosives. The Tenant shall not use any portion of the Premises for activities related to anything other than the Construction Contract.

B. The Tenant may also use the Premises to satisfy the requirements of Section 01510.1.05 of the Specifications for the Contract, relating to providing the City with a temporary office and lab for the operations of the Treatment Plant.

24. Effect on Construction Contract.

This Lease, so long as it is in effect, is intended to meet the requirements in 01500.1.24 & 25 of the Special Conditions of the Construction Contract with respect to the Contractor's Field Office and Engineer's Field Office).

IN WITNESS WHEREOF, the LANDLORD and the TENANT have hereunto set their hands and acknowledged this Lease as their free and voluntary act and deed, as of the day and year first hereinabove written.

Attest:

LANDLORD: THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ By: _____

Shannon Visocsky, City Clerk

Joe Dominick, Mayor

Attest:

TENANT: HRI, INC.

_____ By: _____

Steven Schaffer, Controller

Charlie Fuller
Utility Division – Region Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

This _____ day of _____, 2020

_____

Elissa D. Levan, City Attorney

SECTION 01510

TEMPORARY OFFICES AND LAB

PART 1 GENERAL

1.01. SECTION INCLUDES

A. Requirements for temporary offices and lab.

B. Requirements for temporary utility service are covered under Section 01500, Temporary Facilities.

1.02. GOVERNING CODES

A. Temporary offices and lab shall be in accordance with all state and local codes, including but not limited to:

1. 2015 IBC – International Building Code as adopted by Maryland Building Performance Standards.

2. 2015 IECC - International Energy Conservation Code.

3. 2012 NFPA 101 Life Safety Code where applicable per COMAR 29.06.01 and COMAR 05.02.07.

4. Maryland Accessibility Code.

5. Applicable electrical, HVAC and plumbing regulations.

1.03. SUBMITTALS

A. Provide submittals in accordance with Section 01300, Submittals. Supplementing those requirements, include the following:

1. To scale drawing of proposed facility layout showing dimensions, rooms sizes, furniture, toilets, showers, lights, HVAC equipment, etc., including field verified dimensions of items being relocated from the existing lab.

2. Information identifying where and how temporary utilities will be connected.

3. Cut sheets for equipment (water heater, refrigerator, microwave oven, etc.).

4. Cut sheets for kitchen cabinets.

5. Cut sheets for HVAC equipment.

6. Shop drawings for laboratory casework.

7. Fume hood cut sheets and data.

8. Proposed facility entrance ramps and stairs.

9. Site plan showing final proposed facility locations with proposed temporary parking spaces.

10. Proposed listing of temporary signs for rooms and structures.

1.04. TELECOMMUNICATIONS SERVICE

A. Contractor shall provide, maintain and pay for telecommunications service to temporary offices and lab for the duration that the facilities are occupied by Owner during the Contract. Telephone services shall be paid for completely by Contractor including all connection fees, monthly fees (phone and internet), local and long distance usage charges, taxes and all other telecommunications services provided under this Contract.

B. Provide direct line telephone services for temporary offices and lab when occupied by Owner during the Contract as follows:

1. Five dedicated telephone lines with call waiting.

2. One to each individual office, one to the lab, and one general number.

3. One dedicated fax line.

C. Provide high speed internet service to temporary offices and lab as follows:

1. Internet service shall include modem, cables, installation, and all other equipment necessary for a complete functioning system.

2. Internet service shall be available for use prior to Owner's occupancy and shall remain in service for the duration of Owner occupancy during the Contract.

3. Coordinate all maintenance and repairs to the system for the duration of occupancy by Owner during Contract. No components shall be out of service for more than 24 consecutive hours.

D. Maintain the following telephone numbers:

1. Main Number: 410-848-4380

2. Superintendent: 410-751-5504

3. Assistant Superintendent: 410-751-5502

4. Plant Alarm System: 410-848-4380

5. Fax: 410-848-3267

1.05. TEMPORARY OFFICES AND LAB

A. General:

1. Temporary offices and lab shall be provided to City staff during renovation/demolition of portions of the existing facilities. Sequence constraints identified in Section 01010, Summary of Work, identify when the temporary offices and lab are required.

2. Temporary offices and lab, including associated temporary parking facilities shall be located within the areas designated on the Drawings.

3. Temporary signs shall be provided for each stand-alone structure and room.

4. Temporary offices and lab can be included in one stand-alone structure or subdivided into no more than three separate structures as follows:

   a. Laboratory Building

   b. Office Building

   c. Restroom and Shower Building

5. Provide a minimum of three fire extinguishers.

6. Provide wastebaskets for each separate room.

7. Provide horizontal mini-blinds for all windows.

B. Laboratory Requirements:

1. Laboratory shall include a minimum of two separate rooms.

2. One room shall be no less than 326 square feet and the other room no less than 222 square feet.

3. Each room shall be accessible from a common hallway having an exterior entrance.

4. Laboratory equipment and furniture will be relocated and installed by City with the exception items that are bolted down (e.g. fume hood, fan, etc.). Contractor shall responsible for disconnecting and relocating all bolted down items from existing laboratory located in the existing Control/Equipment Building.

5. Fume Hood:

   a. 100 scfm

   b. 28.5-inches wide

   c. 26.5-inches deep

   d. 24-inches high usable space

C. Office Requirements:

1. Temporary office space shall include one office with a minimum size of 98 square feet and two offices with minimum sizes of 78 square feet each.

2. At a minimum, two of the offices shall have closeable doors with keys and locks.

3. The City will relocate furniture for the office 98 square feet or greater. At a minimum, the other two offices shall be equipped with the following:

   a. Desk:

1) Minimum Surface Space:

a) 30-inches wide.

b) 72-inches long.

c) Drawers: Minimum of three, 18-inches wide, total height no less than 28-inches.

d) File Drawers: Minimum of two with total height no less than 28-inches with keys and locks.

b. Table: Minimum of 30 inches high by 5 ft wide.

c. One office chair with adjustable height and recline settings.

4. Kitchen:

a. Minimum Size: 172 square feet.

b. Eight chairs.

c. Two 30-inch by 60-inch by 30-inch high tables.

d. Two 30-inch by 30-inch by 24-inch deep floor cabinets in addition to sink cabinet.

e. Minimum of 8 foot of wall cabinets hung above floor cabinets, 24-inches high by 12-inches deep.

f. Sink:

1) Mounted in 36-inch wide by 36-inch high by 24-inch deep floor cabinet.

2) Faucet with separate hot and cold faucets.

3) Garbage disposal.

g. Kitchen shall be separate room with closeable door.

5. Common Entry Area:

a. Exterior entrance.

b. Physically separate offices from kitchen.

D. Restroom and Shower Requirements:

1. General:

a. Include the following separate rooms:

1) Mens Locker Room

2) Womens Locker Room

3) Shower

4) Closet

5) Common Area

b. All rooms shall be accessible from a single common area.

2. Mens Locker Room:

a. Minimum Size: 246 square feet.

b. One standard ADA compliant toilet stall with toilet and lockable partition.

c. One urinal with partition walls on each side.

d. Two lavatories with separate hot and cold water faucets.

e. One fully stocked paper towel dispenser.

f. One 24-inch by 60-inch changing table.

g. A mirror extending above both lavatories.

3. Womens Locker Room:

a. Minimum Size: 95 square feet.

b. Three standard full size lockers.

c. One ADA compliant toilet.

d. One lavatory with mirror above.

e. Door shall be lockable from inside.

4. Shower:

a. Minimum Overall Room Size: 58 square feet.

b. 4 ft x 4 ft shower with ADA grab bar, bench, and separate hot and cold water spigots.

c. One 24-inch by 60-inch changing table.

d. One mirror hung above changing table, minimum 24-inch by 60-inch.

e. Door shall be lockable from inside.

5. Closet:

a. Minimum Size: 32 square feet.

b. House water heater and other miscellaneous devices.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

LEASE AGREEMENT

This Lease Agreement ("Lease") is made for a term effective December 17, 2018, by and between the Mayor and Common Council of Westminster ("the Landlord") and HRI Bridge Company a/k/a HRI, Inc. ("the Tenant"), a Delaware corporation with its primary offices in State College, Pennsylvania.

WHEREAS, the Landlord is the owner of land commonly known as 1117 Old New Windsor Road, Westminster, Maryland, 21158 "the Premises"), containing a structure formerly used as a livestock auction facility ("the Building"); and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed:

1. Term.

A. The Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning December 17, 2018 and extending for a period of 1,287 days from that date.

B. The Tenant shall have the option to extend the term of this Lease Agreement for an additional period of up to four (4) months (the "Additional Term"), beginning on the day that is 1,288 days from the date of the beginning of the Initial Term, if Tenant gives written notice that it is exercising this option to the Landlord on or prior to the date that is sixty (60) days prior to the initial termination date, and such notice shall state the intended length of the Additional Term.

2. Rental.

The Rent for the entire Initial Term of the Lease shall be a lump sum of One Hundred Thirty Thousand Dollars ($130,000.00), payable in four equal installments of Thirty-Two

Thousand Five Hundred Dollars ($32,500.00) on the first day of the first, sixth, twelfth, and eighteenth months of this Lease Agreement. If the Tenant extends the Lease for any Additional Term, the Rent for the additional term shall be Three Thousand ($3,000.00) per month, payable on the first day of every month of the Additional Term, except for the first month, the Rent for which shall be prorated by the number of days remaining in that calendar month. Said Monthly Rent shall be payable without demand.

3. Uses permitted.

The Tenant shall use the Premises for parking of contractor vehicles and construction equipment related to the Tenant's activities at the City of Westminster Wastewater Treatment Plant pursuant to a contract between the parties dated October 26, 2018 ("the Construction Contract"), for construction laydown, stockpile and storage related to the Construction Contract, and as office space for administrative activities related the Construction Contract. The Tenant shall not use any portion of the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The Tenant shall not use any portion of the Premises for activities related to anything other than the Construction Contract.

4. Sublease and Assignment.

Except for subcontractors working on activities related to the Construction Contract, the Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part, without Landlord's consent. Any subcontractor permitted to use any portion of the Premises pursuant to this Section 4 shall, prior to commencing any occupancy of the Premises for any purpose, be required to provide insurance certificates equivalent to those provided by the Tenant under Section 7 hereof and shall enter into an indemnification and hold harmless agreement with the Landlord, in a form attached hereto as Exhibit A.

5. Repairs and Condition Upon Termination.

A. During the Lease term, the Tenant shall make, at the Tenant's expense, all necessary repairs to the Premises except for repairs of damage caused by the negligence or misuse of the Premises by the Landlord, or its employees, agents or invitees, and except that the Tenant's repair obligations shall not include replacing carpet, painting, making upgrades to the Leased Premises, or addressing damage due to ordinary wear and tear.

B. Upon the termination of the Lease, the Tenant shall clean all debris from the Premises; restore graveled areas to good condition; grade the Premises appropriately for appearance, slope stabilization and drainage purposes; remove all surplus and objectionable materials; and seed areas that are not graveled.

6. Alterations and Improvements.

The Tenant, at the Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Premises from time to time may be necessary for the use of the Premises for activities relating to the Construction Contract, and to modify existing buildings for offices and storage areas, provided the same are made in a workmanlike manner and using good quality materials. In particular, the Tenant shall have the right to modify and remove existing animal stalls and wood fencing (fencing to become the Tenant's property) and to install partitions and dividers in the office space. The Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by the Tenant at the commencement of the Lease term or placed or installed on the Premises by the Tenant thereafter, shall remain the Tenant's property free and clear of any claim by Landlord. The Tenant shall have the right to remove the same at any time during the term of this Lease, provided that all damage to the Premises caused by such removal

shall be repaired by the Tenant at the Tenant's expense. The Tenant shall remove furnishings, trade fixtures and installations upon termination of the Lease, except that partitions and office dividers may be left in place.

7. Insurance.

A. The Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as the Landlord shall deem appropriate. The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

B. The Tenant and the Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance (or, in the case of Tenant, comprehensive public liability insurance) with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

C. Each party shall be listed as an additional insured on the policy or policies of insurance required by paragraph B of this Section, and each party shall provide the other with current Certificates of Insurance evidencing said party's compliance with this Section. Each party shall seek to obtain the agreement of its insurer(s) to notify the other Party that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

8. Utilities.

All utilities, including but not limited to gas, electricity, water and sewer, telephone and internet, shall be the responsibility of the Tenant to install or connect, in the Tenant's name and to the Tenant's account, and the Tenant shall pay all charges for all utilities during the term of this

Lease, unless otherwise expressly agreed in writing by the Landlord.

9. Signs.

Following the Landlord's consent, the Tenant shall have the right to place on the Premises, at locations selected by Tenant, a sign otherwise permitted by applicable zoning ordinances designating the Premises as the Tenant's administrative offices and construction staging location for the City's Wastewater Treatment Plant project. The Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Premises or use of any other tenant. The Tenant shall repair all damage to the Premises resulting from the removal of signs installed by the Tenant.

10. Entry.

The Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided the Landlord shall not thereby unreasonably interfere with the Tenant's business on the Premises.

11. Damage and Destruction.

A. Subject to Section 7 ("Insurance") above, if the Premises or any part thereof or any appurtenance thereto is so damaged by fire, or other casualty such that the Premises cannot, in the Tenant's reasonable determination, be occupied by the Tenant for the conduct of its operations, and if such damage shall be so great that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within one hundred twenty (120) days from the date of such occurrence, then either the Landlord or the Tenant shall have the right within thirty (30) days following damage to elect by notice to the other party to terminate this Lease as of the date of such damage. The Landlord and the Tenant shall cooperate in promptly making the evaluation of the extent of damage, and the feasibility of repairing the damage within one hundred twenty (120) days, and shall work together to assure that any necessary repair work is completed as soon as practicable under the circumstances. If this Lease is not terminated as herein provided, or in the

event of minor damage to any part of the Premises, and such damage does not render the Premises unusable for Tenant's operations, the Landlord shall promptly repair such damage at the cost of the Landlord, except that any repairs made to the Tenant's additions, improvements, or other alterations to the Leased Premises shall be made at the expense of the Tenant. In making the repairs called for in this paragraph, the Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the Landlord.

B. During any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Tenant's purposes as a result of a fire or other casualty, the Rent shall be abated on a prorated basis (based on the loss of functionality of the Premises) until the Premises shall once again be wholly tenantable. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The rent abatement provisions of this paragraph shall apply also to any interruption of Essential Services (defined as elevator service, electricity, HVAC, sewer, water, and air quality) that (i) continues for three (3) consecutive business days, (ii) was not caused by the Tenant, (iii) the repair of which is within the Landlord's reasonable control, and (iv) which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in material part, for the Tenant's purposes.

12. Default.

A. If default shall at any time be made by the Tenant in the payment of rent when due to the Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to the Tenant by the Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed, and performed by the Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to the

Tenant by the Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, the Landlord may, at its option and without further notice to the Tenant, use any one or more of the following rights:

(1) to cancel and terminate this Lease and all interest of the Tenant hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Tenant shall have no further rights under this Lease (but such cancellation shall not serve to release or discharge the damages Tenant owes to Landlord, said damages upon termination being calculated as set forth in Section 14(b) herein); and/or

(2) to re-enter the Leased Premises (but such re-entry shall not serve to release or discharge the damages the Tenant owes the Landlord) without order of court unless required by law, and to remove the property of the Tenant and store such property in a public warehouse or such other location selected by the Landlord, all at the expense of the Tenant. After such re-entry, Landlord shall have the right to terminate this Lease by giving ten (10) days' notice of termination to the Tenant, but without such notice, the re-entry by the Landlord shall not terminate this Lease. On termination, Landlord may recover from Tenant all damages resulting from Tenant's breach; and/or to re-let the Leased Premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as Landlord may elect including the right to grant free rental, and to alter and repair the Leased Premises as the Landlord deems necessary. Should the Landlord re-let the Leased Premises, the Tenant shall pay all expenses of re-letting including brokers' or finders' fees and such reasonable attorneys' fees as the Landlord may incur. Upon re-letting, sums received from such new tenant by the Landlord shall be applied in the following order: (i) payment of costs incident to re-letting; (ii) payment of Rent due and unpaid; (iii) deficiency between all amounts to be received hereunder and sums to be received by the Landlord upon re-letting, which deficiency the Tenant shall pay to the Landlord in full within five

(5) days of notice of the same from the Landlord, and/or all other rights and remedies provided by law or in equity to a Landlord with a defaulting Tenant including all such money damages as Landlord shall be entitled pursuant to the law of damages.

(3) To offset and withhold the unpaid rent amounts from payments otherwise due to the Tenant under the Construction Contract for work properly performed in connection therewith.

B. Landlord shall use reasonable efforts to mitigate its damages.

13. Quiet Possession.

The Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, the Landlord will keep and maintain Tenant in quiet, peaceable, and uninterrupted possession of the Premises during the term of this Lease.

14. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

15. Subordination.

The Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, and Tenant agrees that any such mortgagee shall have the right at any time to subordinate this Lease to such mortgage, deed of trust, or other lien on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

16. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: City of Westminster
56 West Main Street
Westminster, Maryland 21157
Attention: Ms. Barbara B. Matthews, City Administrator

With a copy to: Elissa D. Levan, City Attorney
Funk & Bolton, P.A.
100 Light Street, Suite1400
Baltimore, Maryland 21202

If to the Tenant: Steven Schaffer, Controller
HRI, Inc.
1750 West College Avenue
State College, PA 16801

With a copy to: Charlie Fuller
Utility Division - Region Manager
HRI, Inc.
1750 West College Avenue
State College, PA 16801

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

18. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and

their respective legal representatives, successors, and assigns.

19. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

20. Performance.

If there is a default with respect to any of Landlord's covenants, warranties, or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

21. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises. This Lease will be governed by the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Carroll County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

22. Broker(s).

The Landlord and the Tenant each represents and warrants to the other that it has not had any dealing with any other real estate broker or finder with respect to the subject matter of this Agreement, and agrees to hold the other harmless from and against any and all damages, costs and expenses resulting from any claim(s) for a brokerage commission or finder's fee that may be asserted against the other by any other broker or finder with whom it has dealt.

~~23.-----Final Agreement.~~

~~This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. By the execution of this Lease and in consideration thereof, the parties acknowledge that any balances owed one another under that prior Lease dated April 1, 2012, except Rent due and payable after the date hereof, are satisfied and any debt therefor is extinguished.~~

12/18/2018

12/17/18

24. Effect on Construction Contract.

This Lease, so long as it is in effect, is intended to meet the requirements in 01500.1.24 & 25 of the Special Conditions of the Construction Contract with respect to the Contractor's Field Office and Engineer's Field Office).

IN WITNESS WHEREOF, the LANDLORD and the TENANT have hereunto set their hands and acknowledged this Lease as their free and voluntary act and deed, as of the day and year first hereinabove written.

Attest:

LANDLORD: THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

Shannon Visocsky, City Clerk

By: _____
Joe Dominick, Mayor

Attest:

TENANT: HRI BRIDGE COMPANY
A/K/A HRI, Inc.

Steven Schaffer, Controller

By:
Charlie Fuller
Utility Division - Region Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
This 10th day of December 2018.

Elissa D. Levan, City Attorney

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: December 30, 2019

Re: Approval – Change Order No. 2 to City's Contract with Standard Pipe Services, LLC for Phase 2 of the Inflow and Infiltration Project

Background

On January 28, 2019, the Mayor and Common Council awarded a contract to Standard Pipe Services, LLC for Phase 2 of the Inflow and Infiltration Project. The goal of this ongoing project is to reduce extraneous flow to the City's Wastewater Treatment Plant. Defects in piping allow for ground and surface waters to enter the sewer collection system. Non-polluted water is excluded from the sanitary system, as it does not need treatment and consumes capacity in the collection system and the Wastewater Treatment Plant.

The Phase 2 project area included addresses paralleling Route 27, from Hahn Road to the intersection of Route 140, and Route 140 to the intersection of Gorsuch Road. In addition, the project entailed a complete replacement of the sewer line at Bennet Cerf Park, near Penguin Random House. Rehabilitation work consisted of multiple means of restoration, including joint pressure grouting, spot lining/point repair, full length (manhole to manhole) lining, and complete renewal by total excavation. Sewage flows at the Wastewater Treatment Plant have decreased recently by approximately 900,000 gallons per day, with the majority of that amount attributable to the work performed in Phase 2.

Change Order No. 2

The original value of the City's contract with Standard Pipe Services, LLC is $1,172,100.00. Change Order No. 1 provided for an increase of $258,958.25, increasing the contract amount to $1,431,058.25.

Change Order No. 2 provides for a contract deduct of $331,836.50. The original contract pricing assumed estimated quantities for the bid line items that were unit price based. The contractor is paid based on the actual consumption of these line items. When the actual consumption is less than the assumed quantities, it results in a contract deduct.

Acceptance of Change Order No. 2 will close out the City's contract with Standard Pipe Services, LLC for Phase 2 of the Inflow and Infiltration Project. Upon execution of Change Order No. 2, the revised amount of the total contract will be $1,099,221.75.

Recommendation

Staff recommends that the Common Council authorize the Mayor's execution of Change Order No. 2 to the City's contract with Standard Pipe Services, LLC in the amount of $331,836.50 as described above and in the detailed attachment.

Attachment

- Change Order No. 2 to the City's contract with Standard Pipe Services, LLC

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

CHANGE ORDER

Change Order No. 2 Date: 12/23/2019

Agreement Date: febnary 4th 2019 Contract No.: 5·10.12

Contractor For: City of Westminster

City: Mayor and Common Council of Westminster

You are hereby instructed, subject to the provision of the above named contract, to make the following changes: zero contract

and to add/(subtract) to the contract, in accordance with the contract, the sum of three hundred thirty one thousand eight hundred thirty six and 50¢ Dollars ($ 331,836 50).

Amount of original contract $ 1,172,100 Total Additions $ 258,958 25

Total Deductions $ - 331,836 50 Total Revised Contract $ 1,099,221. 75

The Contract Time will be (increased) (decreased) by _____ calendar days.

The date for completion of work will be November 1st 2019.

ISSUED BY: The Mayor and Common Council of Westminster, Maryland Date: _____

BY: _____
Joe Dominick, Mayor

ACCEPTED BY:

Standard Pipe Services
(Name of Contractor)

BY: _____

ATTEST:

_____

NAME: Frank Impagliazzo

TITLE: President

DATE: 12/18/19

ADDRESS: P.O. Box 99
Bear DE 19701

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: January 6, 2020

Re: Approval – Modification #6 to Contract with Gant Brunnett Architects – 45 West Main Renovation Project

Background
Gant Brunnett Architects serves as the project architect for the 45 West Main Renovation Project. This location will house the City's administrative offices following completion of the project.

In the summer of 2018, City staff discussed with Gant Brunnett the need for emergency electrical power at the 45 West Main building. A variety of options were discussed, with City staff determining that emergency electrical power should be provided only for emergency lighting, fire alarm, security systems, telecom, and cooling for the server room.

RMF Engineering, a sub-consultant on Gant Brunnett's design team, quoted a total fee of $8,800 for this additional design fee work in the summer of 2018. On December 30, 2019, Gant Brunnett informed the City that it had inadvertently not provided the City with a formal, written proposal for the additional design work by RMF Engineering, which has already been performed.

A copy of Modification #6 to the City's contract with Gant Brunnett Architects is attached. In addition to the design fee of $8,800, Modification #6 includes an additional cost of $1,240 for shop drawing review of the generator submittal.

Modification #6 will be handled as a pass-through, with no mark up by Gant Brunnett Architects.

Recommendation
Staff recommends that the Common Council authorize the Mayor to execute Agreement Modification #6 to the City's contract with Gant Brunnett Architects, in the amount of $10,040.

Attachment
- Proposed Agreement Modification #6 to Contract with Gant Brunnett Architects

cc: Tammy M. Palmer, Director of Finance & Administrative Services
Jeffery D. Glass, Director of Public Works

gba

Modification to Agreement Between Owner and Architect

Project: City of Westminster Administration Building
45 West Main Street
Renovations and Alterations

Agreement Modification #6
Additional Services for Generator Design

The Standard Form of Agreement Between Owner and Architect, AIA form B101 (the Agreement) executed between Gant Brunnett, Architects, Inc. (Architect) and the City of Westminster (Owner) dated January 10, 2018 is amended herein to incorporate the design of an emergency electrical power generator and automatic transfer switch in accordance with the attached proposal from RMF Engineering; the sub-consultant on Gant Brunnett Architects' design team that is providing electrical engineering services.

Compensation shall be based upon a lump sum, stipulated fee of Ten Thousand Forty and 00/100 dollars ($10,040.00).

Original Contract Amount:	$ 269,845.00
Prior Modifications	153,625.00
This Modification #6	10,040.00
Total Revised Contract Amount	$ 433,510.00

All terms and conditions of the original Agreement remain.

This modification being agreed upon on _____ by:
(date)

Architect

John Brunnett, President
Gant Brunnett, Architects, Inc.

Owner

Joe Dominick, Mayor
City of Westminster

RMF Engineering
Reliability. Efficiency. Integrity.

December 30, 2019

Gant Brunnett Architects
15W. Mulberry Road
Baltimore, Maryland 21202

Attention: Mr. John Brunnett

Reference: Westminster Office Building – Generator Design

Dear Mr. Brunnett:

RMF Engineering, Inc. proposes to provide professional electrical engineering services to Gant Brunnett Architects for the generator design associated with the Westminster Office Building renovation project at 45 West Main Street, Westminster, MD. Project is to prepare construction documents for an emergency generator to support the specific life safety and optional standby loads defined by the City of Westminster. Our scope is qualified as follows:

Scope

- Perform detailed survey of existing conditions.
- Prepare construction documents for the design of a 240/120V single phase diesel generator and emergency system to support the following loads: fire alarm system, emergency lighting, security system, IT system, and cooling for the server rooms.

Exclusions:

- Commissioning – Services can be provided for an additional fee
- On-site testing or witness testing - Services can be provided for an additional fee
- Payment for permits or tests

The provisions of A.I.A. Document C141, 2007 Edition, "Standard Form of Agreement between Architect and Consultant" shall apply.

RMF Engineering proposes a professional fee of Ten Thousand and Forty Dollars ($10,040.00) including expenses.

Generator Design Fee			
Personnel Classification	Hourly Rate	Hours Spent	Fee
Project Manager	$140.00	8	$1,120.00
Project Engineer	$110.00	55.5	$6,105.00
Designer	$75.00	21	$1,575.00
Total			$8,800.00

Construction Administration Fee			
Personnel Classification	Hourly Rate	Hours Spent	Fee
Project Manager	$140.00	1	$140.00
Project Engineer	$110.00	10	$1,100.00
Total			$1,240.00

Generator Design:	$8,800.00
Construction Administration:	$1,240.00
Total:	$10,040.00

5520 Research Park Dr. 3rd Flr. OFFICE 410.576.0505
Baltimore, Maryland 21228 WEB rmf.com

Other services will be billed in accordance with the following hourly rates:

Principal	$	200.00
Project Manager	$	140.00
Project Engineer	$	110.00
Design Engineer	$	90.00
Designer	$	75.00
Cad Operator	$	50.00
Technical Support	$	60.00

Professional fees do not include any professional use or sales tax fees. Invoices are due and payable as work progresses in proportion to work performed. Invoices rendered and unpaid after 45 days shall be subject to a service fee of one percent (1.0%) per month on unpaid balances.

RMF Engineering, Inc. extends its thanks to Gant Brunnett Architects for this opportunity to provide professional mechanical/electrical engineering services.

Very truly yours,
RMF Engineering, Inc.

Project Manager

ACCEPTED BY:

_____

Gant Brunnett Date

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: January 8, 2020

Re: Award of Contract – Westminster Square Parking Garage Precast Deck Repairs

Background
The FY 2020 Capital Projects Fund budget includes funding in the amount of $80,000 for the repair of the Westminster Square Garage parking deck. The project was advertised on October 5, 2019 on eMaryland Marketplace. A pre-bid meeting was held on October 17, 2019, with bids due on October 31, 2019.

Multiple bids were received, with the lowest, qualified bid submitted by Contracting Specialist Incorporated-DC. One bidder did not provided required documentation, and its bid was therefore disqualified. Below is a summary of the qualified bids received:

Firm	Base Price	5-Year Extended Warranty	Total Bid Amount
Contracting Specialists Incorporated-DC	$38,368.99	$7,855.00	$46,223.99
C.A. Lindeman, Inc.	$59,715.00	$4,000.00	$63,715.00
Concrete Protection and Restoration	$75,000.00	$24,000.00	$99,000.00
Masonry Resurfacing and Construction, Inc.	$100,980.00	$24,500.00	$125,480.00
Building Concepts, LLC	$145,310.00	$60,000.00	$205,310.00

The bid specifications inadvertently omitted supplemental requirements related to public works construction projects, which include a one-year maintenance bond. At the City's request, Contracting Specialists Incorporated-DC provided the additional cost of the maintenance bond for both the base bid scope of work ($657.94) and the five-year optional extended warranty option ($1,157.94). The inclusion of these costs increases the overall project cost to $48,039.87.

City staff has reviewed and evaluated references and the proposal from Contracting Specialists Incorporated-DC in the total amount of $48,039.87 (which includes the five-year extended warranty option) and finds it acceptable with regard to the City's needs.

All work will need to be completed in the spring of 2020 to meet the fiscal year end date of June 30.

Project Funding
The FY 2020 budget for this project is $80,000.

Recommendation
Staff recommends that the Mayor and Common Council accept the bid of Contracting Specialists Incorporated-DC in the amount of $48,039.87 for the repair of the Westminster Square Parking Garage parking deck as further

detailed in the contract documents, and authorize the Mayor's execution of the associated contract.

Attachments

- Bid by Contracting Specialists Incorporated-DC
- Maintenance Bond Cost Documentation

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

Westminster Square Parking Garage Precast Deck Repairs
BID FORM

TO: The Mayor and Common Council of Westminster ("the City")

Made this 30th (date) day of October 2019 (Month/Year),

by Contracting Specialists, Inc.-DC
(Company Name, or Individual)

Business Address: 5127 Berwyn Road

College Park, MD 20740

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with The Mayor and Common Council of Westminster, in the form of contract stated herein, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by the City, and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the City. The lump sum bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the City to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he/she intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

Time for Completion

The Contractor shall substantially complete the work of the Contract within One Hundred Eighty Days from Notice to Proceed including break for cold season.

Liquidated damages shall be One Hundred Dollars ($100.00) per consecutive calendar day.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

Mark Johnson, President

Don Kearney, Vice-President

Wallace L. Frigon, Sr., Clerk of Corporation

5127 Berwyn Road, College Park, MD 20740

Bidder(s) shall list below any affiliation with City employee(s) or official(s). Write "none" if there are no affiliations.

NONE

Bidder shall submit within ten (10) days of request by the City, the Experience and Equipment Certification specified and further understand and are aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the City at its discretion may request that the Bidder supply them with whatever information is needed by them in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the Bidder shall submit within 10 days of a request by the City a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

The Bidder agrees to accept as full compensation the unit prices and alternate prices stipulated for the contingent construction items that are incorporated into the work at the discretion of the City of Westminster.

THE BIDDER, CONTRACTOR, OR ANY SUBCONTRACTOR ON THIS WORK WILL BE REQUESTED TO COMPLY WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY" AS AMENDED BY EXECUTIVE ORDER 11375, AND AS SUPPLEMENTED IN U.S. DEPT. OF LABOR REGULATIONS (41 CRF PART 60).

BID AMOUNT:

The undersigned, having examined the proposed Contract Documents titled:

Westminster Square Parking Garage Precast Deck Repairs
20 Liberty Street, Westminster, Maryland

and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, services and appliances, necessary and incidental to complete the Work as required by said proposed Contract Documents, for the stipulated, lump sum, including all contingent unit pricing, of:

Thirty Eight Thousand Three Hundred
(written in words)
Sixty Eight + 99/100 DOLLARS

($ 38,368.99)
(figures)

BID MUST BE WRITTEN AND SHOWN IN NUMBERS, IN CASE OF DISCREPANCY THE WRITTEN AMOUNT SHALL SUPERSEDE.

The undersigned acknowledges receipt of Addenda numbers 1 through 1 and this Bid reflects the modifications therein.

BIDDER: Contracting Specialists, Inc.-DC
(Company Name)

By Don Kearney
(Signature of Company Officer)

Name and Title of Signer Don Kearney, Vice-President

Address 5127 Berwyn Road

College Park, MD 20740

Telephone number 301-513-5226

E-mail Address vvainio@contractingspecialists.com

License number 16462940

License type Construction

Bid dated this 30th day of October 2019
(date) (month and year)

Schedule of Values

1. Unit Prices:

Bidder shall insert unit prices in the space provided under the column titled "Unit Price" and insert the calculated value of the "Total Price" by multiplying the proposed unit price by the quantity stated.

The stipulated, lump sum bid price stated above **includes** the following Unit costs:

Item Numbers	Approximate Quantities	Description of Items	Unit Price Dollars.Cents	Amounts Dollars.Cents
1	LS	Mobilization	$13,572.25	$13,572.25
2	1800 LF	Double Tee joint sealant replacement on the Upper Level of the Garage	$6.13/LF	$11,034.00
3	300 LF	Spot repairs of damage sealant on the Lower Level of the Garage	$7.34/LF	$2,202.00
4	270 EA	Expose shear connectors, clean rust and paint from the top of the deck and from the lower level	$22.81/EA	$6,158.70
5	20 LF	Concrete joint Edge Repair (up to 6" wide and 2" deep)	$58.75/LF	$1,175.00
6	16 SF	Full Depth Tee Flange Repair (up to 4" deep)	$93.59/SF	$1,497.44
7	20 SF	Overhead concrete repair (up to 2" deep)	$116.56/SF	$2,331.20
8	10 EA	Re-weld failed shear connectors	$39.84/EA	$398.40
		TOTAL FOR BID ITEMS # 1-8 _____ Print	TOTAL	$38,368.99

*All quantities are for bid purpose only

Optional Extended One Year Warranty ---------- $ 2,649.00

Optional Extended Three Year Warranty ---------- $ 4,956.00

Optional Extended Five Year Warranty ---------- $ 7,855.00

TOTAL PROJECT BID PRICE INCLUDES ITEMS 1-8 $ 38,368.99

Basis of Award

The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Owner's right to reject any or all bids, to waive informality and irregularity in the bids and in the bidding, and to negotiate with any of the bidders. Award of the Contract will be at the sole discretion of the City of Westminster and in the best interest of the City of Westminster.

END OF DOCUMENT

CITY OF WESTMINSTER, MARYLAND

VENDOR RESPONSIBILITY FORM

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

Parking garage restoration, particularly sealant replacement + concrete repair is a core business line that we self perform throughout the mid-atlantic. We have the expertise, tools + equipment in-house to successfully complete the project.

2. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

Bristol County Savings Bank

130 Pleasant Street, Attleboro, MA 02703

3. State of Maryland General Contractor License No.: 16462940

4. Have you ever refused to sign a contract at your original bid price? Yes _____ No X

5. Have you ever defaulted on a contract? Yes _____ No X

Federal I.D. No.
94-3440087

Name of Bidder: Contracting Specialists, Inc.-DC

Address: 5127 Berwyn Road

College Park, MD 20740

Telephone No.:

301-513-5226

By: Don Kearney
Signature

Don Kearney, Vice-President
Typed Name and Title

BIDDER: Contracting Specialists, Inc.-DC

REFERENCE LIST

Bidder shall submit information on this sheet indicating construction experience on similar work. Failure to complete this sheet may be cause for rejection of bid. See Attachment 1

1. Type of Structure _____
   Year Constructed _____
   Owner _____
   Location (City, State) _____
   Owner's Contact Person _____
   Owner's Telephone No. _____

2. Type of Structure _____
   Year Constructed _____
   Owner _____
   Location (City, State) _____
   Owner's Contact Person _____
   Owner's Telephone No. _____

3. Type of Structure _____
   Year Constructed _____
   Owner _____
   Location (City, State) _____
   Owner's Contact Person _____
   Owner's Telephone No. _____

4. Type of Structure _____
   Year Constructed _____
   Owner _____
   Location (City, State) _____
   Owner's Contact Person _____
   Owner's Telephone No. _____

5. Type of Structure _____
   Year Constructed _____
   Owner _____
   Location (City, State) _____
   Owner's Contact Person _____
   Owner's Telephone No. _____

Attachment 1

CONTRACTING SPECIALISTS INC DC
IN-PROGRESS
10/15/2019 10:52 AM

PROJECT TITLE		COMPANY NAME	CONTACT	TELEPHONE	EMAIL ADDRESS
2300 MARYLAND AVENUE CORNICE REPAIR	**OWNER**	**CITY OF BALTIMORE**	**STEVE SHARKEY**	**410-396-3699**	
BALTIMORE, MD 18-003	DESIGNER	MURPHY & DITTENHAFER	PETER SCHWAB	410-625-4823	PJS@MURPHDITTARCH.COM
MASONRY REPAIRS	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
			Mat McGruder, Director of Constr. Management		
VA COMMONWEALTH UNIVERSITY18-059	OWNER	**VIRGINIA COMMONWEALTH UNIVERSITY**	~~DONALD COSGROVE~~	804-827-7890	DMCOSGRO@VCU.EDU
PARKING DECK D	DESIGNER	DUNBAR, MILBY, WILLIAMS, PITTMAN & VAUGHAN	ROBERT SMITH	804-323-0656	RSMITH@DMWPV.COM
515 NORTH 13TH STREET	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
RICHMOND, VA 23284					
CONCRETE REPAIRS					
NORFOLK UNIVERSITY MCDEMMOND BLDG	OWNER	NORFOLK UNIVERSITY	DR ETHEL EDWARDS	757-823-2010	EMEDWARDS@NSU.EDU
WINDOW FLASHING REPLACEMENT 18-133	DESIGNER	RRMM ARCHITECTS, PC	JOE FREEMAN	757-622-2828	J_FREEMAN@RRMM.COM
700 PARK AVENUE	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
NORFOLK, VA 23504					
WIMSA BUILDING RESTORATION 18-162	OWNER	WIMSA FOUNDATION INC			
MEMORIAL AVE & SCHLEY DR	OWNER'S AGENT	PREMIER MANAGEMENT SERVICES LC	JONATHAN CUTLER	240-630-4000 X233	JMC@PREMIERINVESTMENT.COM
ARLINGTON, VA 22202	DESIGNER	BECS ENGINEERED SOLUTIONS	MARK HOWELL	410-531-3200	
	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
			Beverly Golds	5201	Joe Sisos 570-853270E
2019 ROANOKE GARAGES REPAIRS	OWNER	CITY OF ROANOKE	JOSEPH SHEPHERD	540-853-1290	JOSEPH.SHEPHERD@ROANOKEVA.GOV
SEVERAL LOCATIONS 19-039	DESIGNER	THP LIMITED INC		513-241-3222	
ROANOKE, VA 24011	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
very good					
BEAUREGARD STREET PARKING GARAGE	OWNER	NORTHERN VIRGINIA COMMUNITY COLLEGE	BEN DRONSICK	703-323-4227	BDRONSICK@NVCC.EDU
5000 DAWES AVENUE 19-052	DESIGNER	FACILITY ENGINEERING ASSOCIATES PC	MATTHEW KUTZLER	703-591-4855	MATT.KUTZLER@FEAPC.COM
ALEXANDRIA, VA 22311	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
very good			Fawcett		
SOPHIA STREET GARAGE 19-067	OWNER	CITY OF FREDERICKSBURG VA	TIMOTHY BARODY	540-372-1010	tbarody@fredericksburgva.gov
600 SOPHIA STREET	DESIGNER	ENGINEERING CONSULTING SERVICES			
FREDERICKSBURG, VA 22401	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	
PROMENADE TOWERS 19-091	OWNER	PROMENADE TOWERS MUTUAL HOUSING CORP	JENNIFER FULLMER	301-493-4700	JENNIFER@THEPROMENADE.ORG
5225 POOKS HILL ROAD	DESIGNER	BLDG ENVELOPE CONSULTANTS	MARK HOWELL	443-873-6203	
BETHESDA, MD 20814	GC	CONTRACTING SPECIALISTS INC DC	VILLE VAINIO	301-513-5226	

Very good!

very good

very good

CITY OF WESTMINSTER, MARYLAND

EQUAL OPPORTUNITY EMPLOYER

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, PREGNANCY, GENDER IDENTITY, SEXUAL ORIENTATION, FAMILY STATUS, RELIGION, DISABILITY, GENETIC INFORMATION, POLITICAL AFFILIATION, OR STATUS IN ANY OTHER GROUP PROTECTED BY FEDERAL/STATE/LOCAL LAW.

Bidder: Contracting Specialists, Inc.-DC
Type/Print Name of Firm

Address: 5127 Berwyn Road

City/State: College Park, MD 20740
Zip Code

By: Don K
Signature of Person Authorized to Sign Bid

Don Kearney, Vice-President
Type/Print Name and Title of Person Authorized to Sign Bid

CITY OF WESTMINSTER, MARYLAND

STATEMENT UNDER OATH TO ACCOMPANY BID

The Bidder represents, and it is a condition of the acceptance of this bid, that the Bidder has not been a party with other Bidders to any agreement to bid a fixed or uniform price. The Bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

(1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin. and Proc. §16-203; or

(3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin. and Proc., §16-203.

The Bidder warrants that it has not been debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16 Subtitle 3 and that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

The Bidder/Offeror and/or any person signing on its behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

ATTEST/WITNESS

Contracting Specialists, Inc.-DC
Name of Bidder-Type/Print

By: _____
Signature of Person Authorized to Sign

Don Kearney, Vice-President
Name and Title of Signatory (Type or Print)

STATE OF Maryland

COUNTY OF Prince George's, TO WIT:

On this 30th day of October 20 19, before the undersigned officer, personally appeared Don Kearney, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Angela Hoban My Commission Expires: 7/29/2023

ANGELA HOBAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
7/29/23
PRINCE GEORGE'S COUNTY, MD

90 County

State of Maryland
License

16462940
16371339
13840969

19

CONTRACTING SPECIALISTS INC
CSI
453 SOUTH MAIN STREET
ATTLEBORO MA 02703

CONTRACTING SPECIALISTS INC
CSI
5127 BERWYN ROAD
COLLEGE PARK MD 20705

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
05/15/2019

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	17.00		AMOUNT PAID 17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY
MAHASIN EL AMIN, CLERK OF CIRCUIT COURT
14735 MAIN STREET
UPPER MARLBORO, MARYLAND 20772-9987 (301)952-3331
SPN

BID BOND

BOND NO. Z918909

BID REQUEST NO. #R-286-C

KNOW ALL PERSONS BY THESE PRESENTS, That we, Contracting Specialists, Inc - DC hereinafter called the Principal, as Principal, and of New Hampshire a Corporation duly organized and existing under the laws of the State of Maryland and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the City of Westminster, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars ($ 10% .00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,
Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:
Westminster Square Parking Garage Precast Deck Repairs

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Provided, however, that the Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the owner may accept such proposal, and said Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 31st day of October, 20 19.

Principal Contracting Specialists, Inc - DC

By _____ (Seal)

Vice President
Official Title

CONTRACTING SPECIALISTS, INC. - DC
CORPORATE SEAL 2008
DELAWARE

North American Specialty Insurance Company

Surety

By

Attorney-in-Fact Gail M Paling

By

Maryland Agent Courtney W. Judge

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOSEPH J. LANE and GAIL M PALING

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7TH day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 7TH day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CONTRACTING **SPECIALISTS**
INCORPORATED

CSI Proposal No. 2019-099

January 2, 2020

Mr. Michael Matov
Corporation of Westminster
Streets Department
105 Railroad Avenue
Westminster, MD 21157

RE: Liberty Street Garage Sealant Repairs– Maintenance Bond Add
20 Liberty Street
Westminster, MD 21157

Dear Mr. Matov,

During the bid phase the City did not specify in the general conditions that the contractors are to include a 10% maintenance bond for a one-year period after completing the project. Therefore, the associated cost was not included in our base bid amount of $38,368.99. A 1-year, 10% maintenance bond can be provided for an additional cost of $ 657.94.

We are also able to provide a 10% 5 -year maintenance bond for $ 1,157.94 which together with an optional extended 5-year warranty in the amount of $7,855.00 (see bid form) will be $9,012.94. Please feel free to contact me should you have any further questions.

Respectfully,

Contracting Specialists Incorporated

Ville Vainio
Branch Manager

CC: **CSI** Proposal File 2019-099

CORPORATE OFFICE
Boston, MA

REGIONAL OFFICES
Fort Lauderdale, FL
Portland, ME
Washington, DC

5127 Berwyn Road College Park, MD 20740-4107 P/ 301.513.5226 F/ 301.513.7887 W/ www.contractingspecialists.com

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: January 8, 2020

Re: Award of Contract – Consulting Services for 17-25 West Main Street Redevelopment

Background

On December 3, 2019, the City closed on the property located at 17-25 West Main Street. The property was previously the site of the Stocksdale Service Center. Acquiring the property gives the City control of the use of this key parcel in downtown Westminster. One of the goals of the City's adopted Strategic Plan is to "promote opportunities for the City to be an active partner in public-private joint ventures that address the underutilization of key parcels in the downtown area."

In anticipation of the acquisition of the 17-25 West Main Street property, staff solicited proposals from consultants to provide technical assistance as the City pursues redevelopment of the property. The Mayor and members of the Common Council's Economic Development Committee interviewed two firms on October 31, 2019.

The Mayor, members of the Committee, and the City Administrator recommend that the City retain the services of Partners for Economic Solutions (PES) to assist with the redevelopment of the 17-25 West Main property. PES is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities, and regions. The firm has worked extensively with cities, economic development and redevelopment agencies, universities, housing authorities, and non-profits.

Project Cost and Funding

As reflected in the attached proposal submitted by PES, the work will be performed in two phases. During Phase 1, the PES team will meet with the City to define its goals for the property's redevelopment, prepare a preliminary pro forma analysis of the site's potential development, compile site information for inclusion in the developer solicitation, prepare and distribute a developer solicitation brochure, and review developer expressions of interest. The fee for Phase 1 work is $23,500.

Phase 2 work would build upon the solicitation of developer interest in Phase 1. The PES team would be available to work with the City to solicit and evaluate actual proposals, including review of the financial aspects and terms of the proposals. Optional services include due diligence reviews on potential developers and serving as an advisor to the City during its negotiations with the preferred developer. Phase 2 fees will be based on the number of developer submissions and the extent of negotiation support desired by the City. The contract with PES will be structured to allow the City, in its discretion, to have PES perform the services identified in Phase 2, at a price to be determined.

The FY 2020 budget as initially adopted did not include funding for the services to be performed by PES. The agenda for the January 13, 2020 meeting of the Mayor and Common Council includes introduction of Ordinance

No. 919, amending the FY 2020 budget. This amendment includes the transfer of $30,000 from the contingency account of the Legislative budget to the studies/consultants line item in the Community Planning and Development budget.

Recommendation
Staff recommends that the Mayor and Common Council award a contract to Partners for Economic Solutions based on the firm's proposal dated September 6, 2019, and authorize the Mayor's execution of the associated contract.

Attachment
- Proposal of Partners for Economic Solutions

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

PES
Partners for
Economic Solutions

September 6, 2019

Ms. Barbara B. Matthews
City Manager
City of Westminster
Administrative Offices
56 West Main St, Suite 1
Westminster, Maryland 21157

Dear Ms. Matthews

We are pleased to submit this proposal for Partners of Economic Solutions (PES) and Maser Consulting, P.A., (Maser) to prepare a developer solicitation for City-owned property in Downtown Westminster. The City is in the early stages of planning for the site's redevelopment and wants to test developer interest.

PES is an urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, we help to bridge the gap between partners in public/private partnerships. We help the private sector to understand the public goals and processes as we translate the private-sector realities for the public sector partners, drawing on our extensive background in real estate and economic development.

Maser is a full-service engineering and planning company involved in all aspects of public endeavors, including utilities, water resources, public facilities, parks and recreational spaces, roadways and streetscape design. From their local office in Sterling, Virginia, Maser will evaluate and describe the site and its infrastructure for the developer solicitation. Susan Swift, Senior Project Manager for Planning, will draw on her many years as a Planning Director in Rockville, Leesburg and Tampa.

Both PES and Susan Swift of Maser bring a long history of public/private partnership structuring, developer solicitation, evaluation of developer proposals and negotiation.

It was been our experience that the most successful solicitations are those that clearly articulate the public goals and share as much information about the property

349 Cedar Street N.W. Washington, DC 20012 www.PESconsult.com
T: 202 621-9103 F: 202 621-9129

as possible, so as to minimize the developer's cost of responding. Effort spent early to provide accurate, reliable property information helps improve the quality of the developer proposals and shortens the time to complete negotiations and proceed to ground-breaking.

Preliminary financial analysis can inform the City and help set reasonable expectations as to supportable value, need for incentives and potential for using tax-increment financing. We have included tasks for financial analysis in the following proposed scope of work, which could be included or excluded from the contract scope.

Phase 1 Scope of Work

Task 1. Kick-Off Meeting and Site Tour

The PES Team will meet with the City to discuss the City's goals for the property redevelopment, receive available data and information about the property, refine the work scope and schedule, and tour the property.

Task 2. Preliminary Financial Analysis

As input to the financial analysis, PES will review CoStar data to determine the inventory, occupancy levels, absorption pace and prevailing rents for office, retail and multi-family housing. Based on those inputs, our review of the site, and our understanding of regional real estate trends, PES will evaluate the site's ability to compete and recommend a mix of uses that will meet City goals and be supported by the market. PES will prepare a preliminary pro forma analysis of the site's potential development, using the recommended development mix to compare the costs of construction to the value of the potential revenue stream. This analysis will provide a preliminary valuation of the property and the benefit that could be provided to the City through ground rent or potential space in the building.

Task 3. Site Characterization

For inclusion in the developer solicitation, Maser will prepare maps of the sites, their topography and the location of supporting infrastructure and any utility easements. System capacities will be reviewed to confirm the availability of adequate supply and treatment capacity. Traffic counts will be provided. Any available soils data will be analyzed to identify any development constraints.

PES will review the property transfer documents to confirm the availability of clean title for conveyance and identify any additional easements.

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Task 4. Solicitation of Developer Interest Brochure

The PES Team will prepare a succinct solicitation brochure that describes the opportunity and the City's goals, identifies the property, lays out the solicitation process, requests expressions of interest and requests brief descriptions of the developer's experience and capabilities. It will include links to a page on the City's web site that will have the detailed background information. Maser will design the document to be eye-catching and professional.

Task 5. Developer Solicitation

PES will prepare a list of appropriate developers active in the Baltimore regional market for distribution of the solicitation document. We will alert them to the opportunity with an initial postcard followed by direct phone calls. We will prepare and distribute press releases to local and regional media and appropriate websites.

Task 6. Review Developer Expressions of Interest and Recommend Next Steps

The PES Team will help the City review the developer expressions of interest and decide on the next course of action (e.g., proceeding to solicit actual proposals from interested developers or re-framing the potential offering if responses are not sufficient). We will present our findings in a meeting with staff and/or the Mayor and Common Council and a review memorandum.

Phase 2 Scope of Work

In the second phase, PES and Maser will be available to work with the City to solicit and evaluate actual proposals, including review of the financial proposal and terms.

Task 7. Developer Solicitation

The PES Team will prepare the actual solicitation of developer proposals, building from the preceding solicitation of developer interest. Submission requirements will be specified, including financial proposals, more detailed experience, project references and authorizations for bank references.

Task 8. Evaluation of Developer Proposals

The Team will review the developer proposals based on responsiveness to City goals, use mix, the financial offer and associated risks. We will prepare a matrix summary of the pros and cons of the different proposals to help the Mayor and Common Council in their selection.

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Optional Task 1. Due Diligence

If desired, PES will conduct due diligence reviews on the potential developers, calling their project references, verifying press coverage, reviewing their Dun & Bradstreet reports, contacting their bank references, and checking the Maryland Judiciary Case Search for recent legal action and follow-up.

Optional Task 2. Negotiation Support

If desired, the Team will advise the City in its negotiations with the preferred developer, evaluating financial terms and other key deal points.

Schedule and Fee

We will prepare the Phase 1 financial analysis and the initial developer solicitation within eight weeks of contract signing.

Our fee for Phase 1 would be $23,500, including $6,000 for the Task 2 financial analysis. Phase 2 fees will be based on the number of developer submissions and the extent of negotiation support desired.

Sincerely,

Anita Morrison

Anita Morrison
Principal

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Economic Solutions

PES Firm Profile

Partners for Economic Solutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, public/private partnerships, and housing agencies, PES brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

PES is a woman-owned Limited Liability Company founded in Washington, DC in 2008. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of 60 years in economic and development consulting. .

Our services focus on five primary categories:

Real Estate Advisory Services

- Structuring of public/private partnerships
- Developer solicitation
- Developer proposal evaluation and cash flow analysis
- Negotiation of developer agreements

Economic Development and Revitalization Strategies

- Neighborhood revitalization strategies
- Transit-oriented development strategies
- Financing strategies (tax-increment financing, etc.)

Market-Driven Analysis

- Market analysis for commercial, residential and mixed-use development
- Development potential for specific business districts, corridors and neighborhoods
- Financial feasibility analysis and scenario testing for new development
- Housing needs assessments

Public Policy Evaluations and Strategies

- Economic and fiscal analysis of current and proposed public policies
- Affordable housing strategies

Impact Analysis

- Fiscal impact analysis
- Economic impact analysis

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Real Estate Advisory Services

Maryland Department of Transportation

For the past four years, PES has provided on-call real estate advisory services to the Maryland Department of Transportation's Office of Real Estate. Prior to forming PES, Anita Morrison and Abigail Ferretti provided similar services for eight years while running Bay Area Economics' East Coast office. These services have run the gamut, including:

- Market analysis for transit station area developments at both commuter rail and light rail stations
- Community-driven planning for transit station area development and revitalization in West Baltimore
- Financial modeling of the potential returns from development
- Evaluating the need for public investment in public/private partnerships
- Testing the economic and fiscal impacts of new development and relocation of State offices
- Negotiation support for the State Center redevelopment in mid-town Baltimore
- Briefing the State legislature's budget staff on the economics of the State Center agreement
- Evaluating potential for tax-increment financing
- Briefing the State legislature on the use of tax-increment financing to support sustainable development
- Due diligence review of potential development partners
- Assessing the potential to charge parking fees at commuter rail stations
- Evaluating the potential for warehouse/distribution and industrial development on land proposed for acquisition by the Maryland Port Authority.

Eastland Mall Disposition

Charlotte Neighborhood & Business Services

PES assisted the City of Charlotte in attracting a development team for the former Eastland Mall property, an 80-acre site. PES prepared a Request for Qualifications and publicized the site's availability. That was followed by evaluation of developer qualifications, issuance of a Request for Proposals to short-listed development teams

and evaluation of development concepts, development feasibility, financial capacity, and risks and returns to the City.

Real Estate Advisory Services

Montgomery County Planning Department, MD

PES has provided real estate advisory services to Montgomery County, MD's Planning Department for eight years. Most recently, PES prepared an in-depth analysis of office trends using a set of typologies to distinguish differences in the trends by subsector. The typologies broke up the inventory by type of surrounding environment – mixed-use districts with retail and housing, organized office parks and single-use office districts, industrial and flex districts, and freestanding buildings along major arterials. These were further distinguished based on access to Metro rail and/or major interstate highways. The analysis demonstrated the superior performance of mixed-use districts that offer retail, restaurants, entertainment and housing to support and complement the office uses.

To contribute to the County's rewrite of the zoning code, PES prepared an in-depth analysis of the county's industrial land inventory, tenants of industrial districts, trends in industrial development and employment, and industrial properties that were rezoned to other uses over the past 20 years. A series of planning policy recommendations included conversion of industrial properties within one-half mile of a transit station, protection of other industrially zoned land, preserving a geographic distribution of industrial land, buffering to deal with conflicts between residential and industrial uses, provision for live/work and arts-related uses, and uses to be allowed in industrial zones.

As the County moved to adopt a new Commercial-Residential zone that encouraged higher-density development at transit locations, PES prepared an extensive financial analysis to test the impact of the new zoning. The incentive zoning approach established a base zone of 0.5 FAR and then allowed developers to qualify for density bonuses based on provision of desired amenities. The zone encouraged mixed-use development near transit stations; inclusion of affordable and workforce housing, child and adult care centers, community facilities; improvement of pedestrian connections to transit and business centers; green sustainable development; provision of public open space; structured parking at reduced ratios; and quality design. PES and our subconsultants assessed the cost of meeting each

criterion for bonus density. PES then used pro forma financial models to test the financial impact of the zoning provisions on prototypical developments on three different sites and compared it to development under the existing zoning code.

PES's work also has included market analysis to support small area plans. As input to the Master Plan for the Shady Grove Life Sciences Center, PES analyzed the near- and long-term potentials for growth in the biotechnology industry. The new Master Plan envisions moving from office parks with a series of isolated buildings to a bioscience village that combines offices, retail, housing and hospital facilities in a higher-density pedestrian-oriented environment with transit service. PES examined national and international trends in the bioscience industry, evaluated Montgomery County's ability to compete for future development and projected future demand for bioscience development in Gaithersburg West.

Lakewood Fairgrounds Reuse Development Advisory Services

Atlanta Development Authority

Anita Morrison led a multi-disciplinary team in preparing the former Lakewood Fairgrounds site in South Atlanta for disposition. Anita evaluated market opportunities for the site's redevelopment and organized the due diligence analysis. These efforts revealed a number of impediments to near-term redevelopment, including major flood plain constraints and a pre-existing ground lease that committed more than one-half of the site to evening and weekend parking for the on-site HiFi Buys Amphitheatre. ADA and the team worked with the community to define its vision, aspirations and goals for the site. Anita spearheaded preparation of the developer solicitation and marketing the property to regional and national developers.

Now the historic buildings and 33 acres have been leased to EUE/Screen Gems for major studio facilities. The complex boasts one of the largest studio facilities on the East Coast with 150,000 square feet of production space and five sound stages ranging in size from 13,000 to 37,500 square feet. The studio is expected to create up to 1,000 new jobs.

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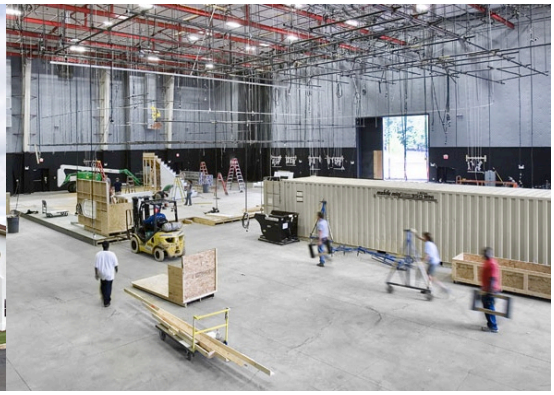

Port Redevelopment, Cambridge, Maryland

Maryland Department of Transportation

The Maryland Department of Transportation is collaborating with the City of Cambridge to redevelop port land along the Choptank River on Maryland's Eastern Shore just west of U.S. 50. PES analyzed the market potentials for retail, hotel, office, residential and marina development on the 12-acre property and recommended a supportable mix of uses. Based on the market findings, PES projected future tax-increment financing (TIF) revenues and estimated the potential funding that could be generated by creation of a tax-increment district. This analysis was used to create a developer Request for Proposals.

The Maryland Department of Transportation's Office of Real Estate hired PES to provide credential review of the short-listed development teams and financial analysis of their proposals. Through this process, PES provided evidence to support developer team selection and meet the criteria established with the client.

Reuse of Howard County Courthouse

Howard County, MD Bureau of Facilities

Howard County is currently pursuing development of a new courthouse to replace its historic courthouse, whose historic setting limits its ability to expand with the Court's operations. As a result, the historic courthouse in Ellicott City could be made available for private reuse. PES analyzed opportunities for office, hotel and apartment reuse, considering the existing historic district zoning and the building's complex layout. Multiple expansions and renovations of the original historic courthouse created discontinuities among floors and circuitous access to some portions of the building. PES recommended mixed-use potentials to take advantage of the historic portions of the structure as well as the modern office and courtroom spaces.

Georgia Avenue Plan and RFP

District of Columbia Office of Planning

With the opening of the Metro station at Georgia Avenue/Petworth, this historic area has seen new redevelopment interest. Anita Morrison and Abigail Ferretti served as the economic consultants on a multi-disciplinary team to develop a detailed plan for the Georgia Avenue corridor north from Howard University to Decatur Street, N.W. The citizen-formed Petworth Action Committee and a series of neighborhood planning workshops formulated the plan's vision and guiding principles. The plan emphasized Transit-Oriented Development (TOD) strategies in encouraging greater density in proximity to the transit station. Anita and Abigail helped educate the public as to the benefits of density in attracting desired retailers to the area. They analyzed the overall market and tested the financial feasibility of new development on six key opportunity sites, collaborating with EEK Architects to recommend and then test potential building programs. Their input also included strategies to improve the quality of life for area residents and the area's ability to compete for private investment.

As the process proceeded, Anita Morrison helped to prepare the developer Request for Proposals for redevelopment of City-owned property at the Petworth Metro station. In turn, Anita provided expert testimony as a witness when the selection of

a development team was contested. After litigation ceased, the project moved ahead and spurred a new $50 million project along with $50 million investment in four other projects along the corridor, including a new private school, other housing infill projects and a new grocery store.

East River Park Shopping Center Redevelopment

Cedar Realty Trust

East River Park is an aging shopping center in Northeast Washington, DC, anchored by Safeway. As the surrounding neighborhood has been improving through major public and private reinvestment, the new owner wanted to test the potentials for redevelopment as a more intensive mixed-use development. As part of a team led by Streetsense, PES evaluated the opportunities for residential and office development. The market analysis included in-depth review of the area's demographics, development trends and plans, and existing competitive developments.

Economic and Fiscal Impact Analysis of Relocating State Offices

Maryland Department of General Services and Maryland Department of Transportation

To provide better access to its customers, the Maryland Department of Housing and Community Development is planning to relocate from its campus in Crownsville to a transit-oriented development at the New Carrollton multi-modal transit station. PES analyzed the economic and fiscal impacts of that move as input to the selection of a new location. Also considered were the impacts of reuse of the Crownsville campus for a retirement community and other uses.

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"Bringing private real estate expertise to the public sector to support successful public/ private development."

42 Years of Experience

Teaches Due Diligence in CDFA's Tax Increment Financing Training

Master of Public Policy, University of Michigan

Member Affiliations:

- *Lambda Alpha International*
- *Urban Land Institute*
- *American Planning Association*

Volunteer Service:

- *ULI Advisory Panels in Little Rock, AR, Paterson, NJ, Albuquerque, NM, Salem, OR, Oklahoma City, OK, Detroit, MI and El Paso, TX*
- *Bus Rapid Transit Citizens Advisory Committee, US 29 South*

Anita Morrison, Principal

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis. From large cities to small towns, she applies her understanding of real estate economic fundamentals to questions of development, redevelopment and smart growth. She helps decision makers and the community to understand how economics and land planning interact. Anita is adept at incorporating these economic realities into workable solutions.

She has assisted and represented a number of development agencies with major public/private partnerships, including the City of Charlotte, District of Columbia Deputy Mayor for Planning and Economic Development, the Pennsylvania Avenue Development Corporation, the Atlanta Development Authority, the Maryland Department of Transportation, the Fort Monroe Federal Area Development Authority, the Norfolk Redevelopment and Housing Authority, the Orlando Community Redevelopment Agency, the Armed Forces Retirement Home - Washington and the City of Dallas. In her 12 years as real estate advisor to the Pennsylvania Avenue Development Corporation, Anita quantified the potential returns from redevelopment as the basis for disposition strategies that encouraged residential, retail and arts development. She evaluated development team proposals for a variety of projects, focusing on the financial feasibility of their proposals and the resulting return to the Corporation. This highly successful endeavor remade the face of "America's Main Street," attracting $1.7 billion in private investment.

Anita evaluated the fiscal impacts of an ambitious program of moving Montgomery County operations facilities to new sites in order to make way for more intensive development near the Shady Grove Metro station. She also estimated the fiscal and economic impacts of relocating the Maryland Department of Housing and Community Development and reuse of its existing site.

Anita has extensive experience in testing the potential for tax-increment financing (TIF) of infrastructure and public amenities. In Washington, DC, she evaluated eight different neighborhood business districts and corridors in terms of their ability to attract new development and support TIF. She has prepared TIF analyses for projects in Charleston, SC, Orlando, Atlanta, and Dallas.

In all her work, practical implementation strategies tap available resources and forge collaborations and partnerships to achieve a common vision and joint goals.

PES
Partners for
Economic Solutions

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

22 Years of Experience

Master of Business Administration, Loyola College

Co-teaching Market Analysis class in Georgetown University's Masters of Real Estate program

Member Affiliations:
Lambda Alpha International
Urban Land Institute

Volunteer Service:

- *ULI Advisory Panel in Buffalo, NY for adaptive reuse of a historic hospital site*
- *ULI Advisory Panel in St. Louis County, MO for the redevelopment of Jamestown Mall*
- *JHU Odyssey Program Guest Lecturer*
- *Homeless Shelter services*

Abigail Ferretti, Principal

As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

With 22 years of experience managing small and large redevelopment projects, Abigail is fully versed in a variety of approaches and strategies. Beginning with her work with streetscape and small business loans in Baltimore County business districts, she has extended her experience to include such commercial corridors as Washington, DC's Georgia Avenue and Rhode Island Avenue, US Route 1 between Washington and Baltimore, and US 40 in Howard County, MD.

She advised the City of Hyattsville on public/private partnerships and the financial need for City incentives for developing new housing.

Abigail analyzed market potentials for transit-oriented development at four future Prince George's County Purple Line stations. This analysis included evaluation of the financial feasibility of redevelopment in the station areas. Abigail worked closely with the community in crafting a new vision for Largo Town Center. With the Maryland Department of Transportation, she has worked extensively in evaluating opportunities and planning for redevelopment in transit station areas, particularly commuter rail stations that offer access to downtown

Washington and Baltimore. Her market analyses form the basis for station area plans and development strategies.

She also has analyzed market demand and identified development opportunities for a series of business districts and neighborhoods, including:

- Liberty Heights Avenue in Baltimore
- Washington, DC's Mount Pleasant Street
- Downtown Durham, NC;
- Largo Town Center in Prince George's County
- Hazelwood neighborhood in Pittsburgh, PA
- Fairfax Boulevard in Fairfax, VA
- Gateway Arts District, Mount Rainier, MD

Abigail analyzes development projects' financial performance to determine the need for public investment and the potential return available in return for that public support. Her in-depth knowledge of fiscal and economic impact allows her to quantify the potential returns on public sector investments. She is particularly focused on project funding strategies.

She works closely with stakeholders to understand their views, interests, concerns and resources so as to forge consensus on the plan and the implementation strategies.

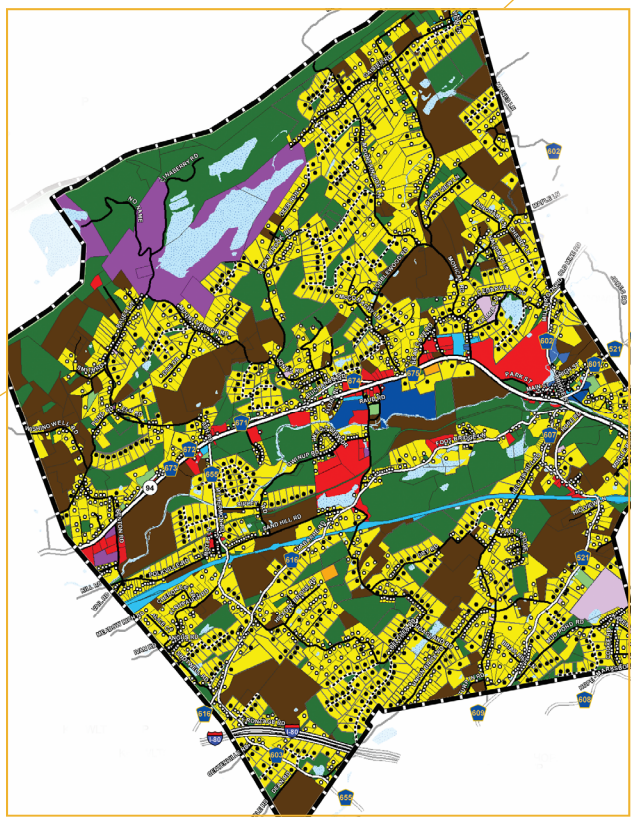
Planning: Municipal/Regional

Maser Consulting's Professional Planners have the expertise and experience to address all aspects of municipal and regional planning and design. They analyze and evaluate existing resources and conditions to assist regional and local governments in the establishment of goals and objectives, and the development of strategic planning policies. These foundations are translated by our Professional Planners into action items, including master plans and zoning ordinances.

Utilizing a vast knowledge of planning standards, regulations, and innovative planning techniques, our Planning Team is uniquely positioned to service all municipal and regional planning needs.

Services

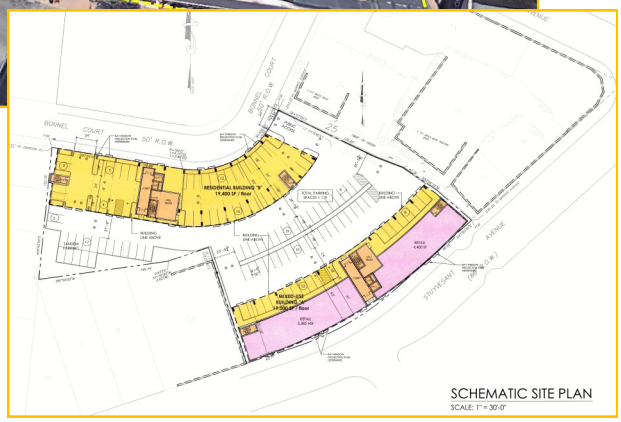
- Community & Regional Master Plans
- Master Plan Re-examination
- Affordable Housing Plans
- Conservation Plans
- Form Based Codes
- Community Visioning & Public Outreach
- Special Improvement Districts
- Highlands Regional Master Plan Conformance
- Recreation & Open Space Master Plans
- Redevelopment Area Studies & Plans
- Community Revitalization Plans
- Development Application Planning & Zoning Board Review
- Eminent Domain Litigation
- Grant Applications/Writing
- Land Planning & Design
- Ordinance Updates
- Downtown Revitalization & Streetscapes
- Greenway Studies
- Sign Ordinances
- Litigation Support
- GIS Mapping & Analysis
- Sustainable Economic Development Plans
- Retail Market Analysis



Union Township Stuyvesant Avenue Redevelopment

Union Township, Union County, NJ

Aerial view of the corridor



Concept plan

Project Highlights

Client:
Union Township
1976 Morris Avenue
Union, NJ 07083

Contact:
Ronald Manzella, Township Administrator

Phone:
908.851.8500

Consulting Value:
$25,500

Completion:
2017

Project Description

Stuyvesant Avenue has served as a major retail corridor in Union Township since the founding of the municipality. As our country transformed in the 1950s, Union Township sought to meet new shopper preferences by removing several structures in favor of surface parking to service its downtown shoppers. Today's market, however, demands a more dynamic downtown - walkable and with a mix of uses.

Maser Consulting performed an Area in Need of Redevelopment Study, followed by a Redevelopment Plan to permit mixed-use mid-rise development with hidden parking, with the goal of providing downtown housing as well as an active retail corridor beyond business hours.

Services Provided

- Redevelopment Planning

High Bridge Redevelopment Plan

Borough of High Bridge, Hunterdon County, NJ

Project Highlights

Client:
Borough of High Bridge
97 West Main Street
High Bridge, NJ 08827

Contact:
Michael Pappas, Administrator

Phone:
908.638.6455

Consulting Value:
$14,000

Completion:
2018

Project Description

Maser Consulting prepared a Redevelopment Plan for 100 West Main Street (Block 24, Lot 16) in the Borough of High Bridge. In 2016, our firm had undertaken a preliminary investigation to determine if the property would qualify as an Area in Need of Redevelopment. Our investigation indicated that the four buildings on the site were in poor condition, unsafe, obsolete, and uninhabitable, and the Borough Mayor and Council subsequently adopted a resolution designating the property as an Area in Need of Redevelopment. Following this, the Borough successfully applied to the New Jersey Highlands Council for a grant to prepare a Redevelopment Plan for 100 West Main Street.

In our role as Borough Planner, Maser Consulting developed a Redevelopment Plan for this property that included provisions for improving the aesthetic appearance of the Redevelopment Area, which contains dilapidated structures, debris and graffiti; providing new commercial opportunities to enhance this section of West Main Street; creating an opportunity for mixed-use development; and providing a location for multi-family housing, including affordable housing. Our professionals also prepared GIS maps to illustrate the redevelopment area and environmental constraints, and these maps were included in the Redevelopment Plan. The plan was adopted by the Borough and is in the process of being implemented.

Services Provided

- Redevelopment Planning
- GIS Services

SUSAN SWIFT, AICP

Senior Project Manager/Planning

EDUCATION

- M.S. Planning, Florida State University, 1980
- B.A. Geography, University of Florida, 1975

PROFESSIONAL CERTIFICATIONS

- American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

- American Planning Association
  - Planning Accreditation Board, National Site Visitor Team
  - Florida Chapter, former Awards Committee Chair
  - Former Awards Committee Juror
- Suburban Maryland Transportation Alliance, Executive Committee
- Gubernatorial Appointment to Advisory Committee on 2015 MDOT Attainment Report

EXPERIENCE

Ms. Swift has more than three decades of experience in planning, zoning, transportation, and site development/permitting in Florida, Virginia, and Maryland. She has public and private sector experience and has won several awards for innovative projects. Ms. Swift served as Planning Director for the municipalities of Tampa, FL; Rockville, MD; and Leesburg, VA, all of which benefitted from her focus on transforming the development review and permitting procedures and updating their codes. At the same time, she led efforts to improve historic preservation and affordable housing programs in each jurisdiction.

With her local government experience, she understands the development approval procedures, knows who the decision-makers are, and what questions to ask. She has represented private sector clients for power plant sites, cell towers, and agricultural buildings, as well as public sector clients such as the Florida Department of Transportation, Tampa Bay Water, HARTline, and several central Florida counties.

As a certified expert witness for eminent domain, land use and zoning matters Ms. Swift has participated in mediation and litigation for more than 100 parcels throughout Florida. She has also prepared hundreds of site plan “cures” for commercial sites and development potential analyses for vacant parcels for a variety of road and pipeline projects.

Ms. Swift is known as a change agent and innovator. She has testified before and collaborated with policymakers in three states to improve transportation, affordable housing ordinances, comprehensive planning, and growth management tools. Her public speaking experience is extensive and includes community meetings, government testimony, and presentations at national and state conferences on transportation, streamlining development procedures, and redevelopment incentives.

ZONING AND DEVELOPMENT REVIEW

Zoning & Development Regulations
Tampa, FL; Leesburg, VA; Rockville, MD
Drafted and administered numerous zoning and development regulations in three jurisdictions. These included technical requirements as well as application procedures for a variety of different site plan, variance, building and zoning applications. Tampa’s Channel and CBD Districts, Leesburg’s historic district and Rockville Pike’s form-based corridor zones are a few of numerous examples of ordinances Ms. Swift authored/edited and administered.

Construction Services Center
City of Tampa, Hillsborough County, FL
Led the strategy for and implemented the City's one-stop center for development and building permits. The model of an integrated and cross-trained development services staff has been successful and copied by other jurisdictions for decades.

Polk County Land Development Code
Polk County, FL
Drafted new land development code that incorporated updated zoning requirements, comprehensive plan policies and application procedures.

Affordable Dwelling Unit Ordinances
Rockville, MD and Leesburg, VA
Directed and edited code amendments for Rockville's Moderately Priced Dwelling Unit ordinance to address new senior housing types, parking and amenity valuation. Created a new Affordable Dwelling Unit program for the Town of Leesburg, including collaboration with Loudoun County, drafting the code and state legislation.

DEVELOPMENT APPLICATIONS AND DEVELOPMENT POTENTIAL ANALYSES

Cure Plans
FDOT, Tampa Bay Water, Various County Governments
Developed site plans for more than 100 commercial properties in order to mitigate or "cure" negative impacts of partial takings for road or water pipeline projects. Site plans for existing businesses were utilized by condemning authorities to minimize monetary damages of condemnation. Knowledge of local regulations for zoning, parking, forestry, access and stormwater was required in order to garner local government approval. Clients included nearly every FDOT district, Tampa Bay Water, Orange and Pinellas counties.

Development Potential Analyses & Development Applications
Various Clients, FL
Conducted zoning due diligence and development potential analyses on vacant parcels for residential developers, appraisers, Florida Department of Transportation, Sempra Energy and Tampa Bay Water. Prepared development applications for various cell tower clients and Hunsader Farms.

TRANSPORTATION PLANNING

Rockville Pike Corridor Plan
City of Rockville, Montgomery County, MD
Project director and editor for a plan to transform a six-lane state highway carrying 50,000 trips per day from a suburban to urban corridor. The plan includes reconstructing the roadway to a boulevard design with Bus Rapid Transit (BRT) service, as well as policy objectives and a form-based zoning code. Ms. Swift initiated related projects including a tunnel feasibility study and design options for the Rockville Metro Station to accommodate two BRT lines.

Tampa Streetcar Line, HARTLine
City of Tampa, Hillsborough County, FL
Prepared and processed the Finding of No Significant Impact (FONSI) for the trolley line connecting downtown, Channelside, and Ybor City.

Transportation Outreach & Advocacy
Suburban Maryland Transportation Alliance (SMTA)
Prepared and delivered public presentations, press releases, media interviews, newsletters and education materials advocating for funding major transportation projects in Maryland. Built a reputation for educating and engaging the community on the need for a second Potomac Bridge and express toll lanes on I-270 and the Beltway - with an ability to explain complex technical transportation data to the general public.

REDEVELOPMENT PLANS

Redevelopment Plans for Various Clients
Author and/or project manager for a variety of redevelopment plans including:

- Rockville Pike Corridor Plan, Rockville, MD
- Crescent District Master Plan, Leesburg, VA
- Downtown Historic Palm Harbor Master Plan, Pinellas County, FL
- Brandon Main Street Master Plan, Hillsborough County, FL
- Eloise Redevelopment Plan, Polk County, FL
- St. Petersburg Enterprise Park Industrial Area, St. Petersburg, FL
- Channel District Plan, Tampa, FL

HONORS & AWARDS

- Chairperson and awards Juror for the Florida Chapter of APA
- National Awards Juror for the American Planning Association
- Awarded *Community Design Award* for the Brandon Main Street Plan
- Awarded three Suncoast APA awards for innovative zoning for the Ybor City, Tampa Quality Development and Channel Districts
- Guest lecturer: Ball State University, University of Maryland, Catholic University
- Appointed to the APA Planning Accreditation Board (PAB) national site review team, reviewing accreditation for graduate city planning programs at six universities.
- Appointed by the Florida Department of Community Affairs to various statewide committees including the editorial committee for the Florida Model Land Development Code publication
- Appointed by Governor O'Malley to the 2015 MDOT Attainment Report oversight committee
- Former member of Hillsborough County's Brownfield Task Force

EDUARDO J. INTRIAGO, PE

Senior Associate/Senior Project Manager/Civil/Site

EDUCATION

- M.S. Civil Engineering (Transportation), University of Illinois Urbana-Champaign, 2004
- B.S. Civil Engineering (Structures), Universidad Politecnica Del Litoral, 2000

PROFESSIONAL REGISTRATIONS

- Professional Engineer (PE) Puerto Rico, Florida, Virginia, North Carolina, New York, West Virginia, Washington, D.C., Maryland, Delaware, Georgia, South Carolina.
- Loudoun County Designated Plan Examiner
- Fairfax County Designated Plan Examiner Eligible
- Montgomery County Expert Witness
- Prince George's County Fact Witness

EXPERIENCE

Mr. Intriago has over 19 years of comprehensive experience in civil/site engineering, specializing in the areas of drainage, transportation facilities, structures, construction management, and inspection. He started his professional career in Ecuador, where he audited federally-funded engineering and construction projects and prepared Control Reports which documented compliance with contract law, local codes, contract specifications, and financial regulations. These public documents resulted in legal and financial judgments.

Mr. Intriago was involved in a Federal Aviation Agency (F.A.A.) research program by the University of Illinois at Urbana-Champaign. He analyzed F.A.A. data related to environmental effects on airfield concrete pavements. His analysis and reports led to a redirection of the overarching FAA study to minimize curling on concrete pavements. He has also planned and executed the construction of municipal, commercial, and residential facilities. His experience ranges from procurement to final completion (including estimating) of projects with a contract magnitude ranging from five to six figures.

Mr. Intriago has designed commercial, industrial, and residential development projects, ensuring their compliance with client and governmental policies. He is responsible for a range of duties, including performing detailed calculations and design of stormwater plans; performing detailed calculations and design of lift stations; and preparing plans, specifications, estimates, and bid documents.

Mr. Intriago also served as one of the engineers of the St. Lucie West Services District since 2007. In this capacity, he has assisted in the design, permitting, bidding, and construction administration of various water and wastewater projects. Those projects included a wastewater plant Surge Tank Restoration; modification of a wastewater plant pump station; the recommissioning of a 2 MG potable water tank; a high service pumps stand-by power system; and a Sanitary Lift Station Maintenance Program. Since 2012, Mr. Intriago has worked in the Mid-Atlantic area in a variety of commercial and residential projects.

PROJECTS

521 McCormick Drive
Glen Burnie, Anne Arundel County, MD
Project Manager responsible for design services for the renovation of an existing 10-acre industrial site located at 521 McCormick Drive. This renovation included the addition of truck parking, delivery doors, and its associated facilities such as stormwater management to meet current code standards. Responsibilities included sediment and erosion sediment control, stormwater management, master planning,

landscaping, surveying, and permitting. The main challenge was to demonstrate compliance with current Stormwater Management requirements, when existing measures were approved with previous codes.

12311 Middlebrook Road Office and Parking Spaces
Germantown, Montgomery County, MD
Project Manager responsible for engineering services, an ALTA land survey, and 3D laser scanning for a proposed office and parking spaces located on a 1.94 acre property in Germantown, MD.

6201 Franconia Road Proposed Convenience Store
Alexandria, Fairfax County, VA
Project Manager tasked with providing professional engineering and survey services for a proposed convenience store with gasoline sales development in Alexandria, Virginia. The property is located at 6201 Franconia Road and consists of approximately 0.96 acres of developed land. The proposed development consists of a convenience store with gasoline sales, along with typical appurtenant site improvements. The project required rezoning, special exception, and final site plan. Its major challenge was to prepare VDOT waivers to fit a bike lane along Franconia Road, and its coordination with the County and VDOT.

Family Dollar – Capital Heights
Capitol Heights, Prince George's County, MD
Project Manager tasked with providing professional engineering services for an approximately 9,800 SF Family Dollar store with its associated infrastructure. The site is located at 6618 Walker Mill Road; responsible for providing site design services, topographic survey, ALTA survey, geotechnical evaluation, stormwater management, and wetland delineation.

Kentland Apartments
City of Gaithersburg, Montgomery County, MD
Project Manager tasked with providing professional engineering services for a 295-unit apartment complex located at 913 and 917 Quince Orchard Road, south of the intersection of Quince Orchard Road and Great Seneca Highway, comprised of 1.74 and 1.36 acres, respectively. The services provided included Stormwater Management, Erosion Sediment control, surveying, planning, architectural, and permitting services. The major challenge was to incorporate the design with all the involved parties, causing the least impact to the neighbors.

Advance Auto Parts Oxon Hill
Oxon Hill, Prince George's County, MD
Project Manager tasked with providing professional engineering services for a 6,831 SF Auto Parts retail, within an existing 348,899 SF shopping center in Oxon Hill, MD. The project included planning, stormwater management, water and sewer design, Erosion and Sediment Control, surveying, and permitting. The uniqueness of this project was to demonstrate compliance for an existing shopping center, since the proposed building was not in a separate outparcel. Also, a conflict was found during construction between a proposed stormwater pipe and an existing water main. The situation was resolved by expeditiously relocating the existing water main, getting the project back on track.

Rockland Farms
Loudoun County, VA
Project Manager tasked with providing professional engineering services for a proposed Mitigation Bank within Loudoun County. This is an impactful family-based environmental conservation project that provides water quality credits for the Middle Potomac-Catoctin HUC. This project includes 332 factor credits, by means of improving four existing impacted streams. The bank was located within 59 AC of mostly agricultural property, with multiple owners. The challenge was the coordination with all property owners for a final product.

PMG – 7700 Crain Highway
Prince George's County, MD
Project Manager tasked with providing professional engineering services for a proposed mixed-use development with 10,000 SF commercial/retail use and 82 townhomes located at the SW corner of Crain Highway and Croom Road in Prince George's County, MD. The site consisted of six lots that add up to 15.36 acres of land. The

services provided included planning, stormwater management, environmental studies, erosion sediment control, water and sewer, permitting and road design. The site went through a rezoning application from the existing C-S-C (commercial) and R-R (residential), to a Mix Use designation (M-X.T). There were various iterations to save value engineer the design to minimize cut and fill costs.

Willow Manor at Fairlands
Montgomery County, MD
Project Manager tasked with providing professional engineering services for proposed 121 units of mixed-income independent rental units for persons of 62 years or older. This project was a public/private endeavor, on which Montgomery County owned the property and the developer builds and maintains the facility for 60 year. After these 60 years, the facility gets turned back to the county. There were several challenges with this project. There was more than one use on the site; the parcel was not a recorded lot; and the addition of a Commuter Parking Use diminished the amount of available parking on site. The services provided included planning, stormwater management, erosion sediment control, environmental studies, traffic, and architectural coordination.

Fallen Oak Townhomes
Brandywine, Prince George's County, MD
Project Manager tasked with providing professional engineering services for 46 Townhomes and associated infrastructure located in 8.84 AC at Dyson Road. The project was zoned M-X-T, that required a commercial component. The layout had a lot of environmental restrictions due to PMA areas, and wetland disturbance. The services included stormwater management, erosion sediment control, and permitting.

Fort Belvoir Air Base – Building 326
Fairfax County, VA
Project Manager tasked with providing professional engineering services for a 2,464 SF, single-story storage building facility at Fort Belvoir Air Base. The development included a small stormwater management facility to provide water quality and attenuation.

Family Dollar Frederick
City of Baltimore, MD
Project Manager tasked with providing professional engineering services for an approximately 9,137 SF Family Dollar store with its associated infrastructure. The site is located at 3432 Frederick Avenue. Responsible for providing site design services, topographic survey, ALTA survey, geotechnical evaluation, and stormwater management for the new structure.

5500 Franconia Road
City of Alexandria, Fairfax County, VA
Project Manager tasked with providing professional engineering and survey services for a proposed convenience store with gasoline sales development in Alexandria, Virginia. The property is located at 5500 Franconia Road and consists of approximately 0.73 acres of developed land. The proposed development consists of a convenience store with gasoline sales, along with typical appurtenant site improvements. The project required special exception and final site plan. Its major challenge was provide adequate transitional screening with the residential property immediately to the east.

West Montgomery Avenue Apartments
City of Rockville, Montgomery County, MD
Project Manager tasked with providing professional engineering services for a mixed-use development at the City of Rockville that included 467-unit apartment complex and 10,000 SF of commercial use, located at the North Corner of West Montgomery Avenue and Gude Drive. The site area comprised two lots of 5.05 and 0.24 acres, respectively. The services provided included stormwater management, erosion sediment control, surveying, planning, architectural, and permitting services. The major challenges overcome the height restrictions and still provide the same amount of units.

To: Mayor and Common Council

From: Tammy Palmer, Director of Finance and Administrative Services

Date: December 30, 2019

Re: FY 2020 Budget Amendment #1 – Introduction of Ordinance No. 919

Background

In accordance with Section §20-8 of the City of Westminster Charter, any transfer of funds between appropriations proposed by the Mayor must be approved by the Common Council before becoming effective.

Summary

Provided below is a summary of the changes addressed by this first amendment to the adopted FY 2020 budget.

General Fund

- Fund revenues will increase by $447,617. The increase is attributable to building permit fees ($2,500); rental housing license fees ($15,430); parking citations ($3,000); donations to the Police Department for K-9 dog ($15,500) and community outreach ($3,000); Fallfest ($44,500); Miracle on Main Parade ($3,253); construction inspection fees ($153,500); Public Housing port-in revenue ($106,934); and, interest ($100,000).

- Fund expenditures will increase by $239,720. The increase is attributable to multi-peril insurance premiums ($11,000); compensation and classification consultant ($10,500); bank fees ($17,000); community outreach ($3,000); temporary employee salary ($20,000); public safety insurance premiums ($6,000); postage ($2,700); K-9 expenses ($15,500); City Hall elevator expenses ($700); Fallfest ($21,600); Oyster Stroll ($8,000); Parks and Recreation Month ($2,720); temporary employee salary for pool ($11,000); and, gas for Public Safety ($8,000). A transfer of $30,000 was made from Legislative Contingency to Planning Studies and Consultants for redevelopment of 17-25 West Main Street.

- The net impact of these changes is a General Fund budget surplus of $206,897. It should be noted that the General Fund will Transfer in from Reserves $718,481 and transfer out to the Capital Fund the same amount for the acquisition of 17-25 West Main Street.

Capital Fund-General

- Fund revenues will increase by $912,359. This amount is comprised of a transfer from the General Fund for the purchase of 17-25 West Main Street ($718,481), a Program Open Space grant ($81,128) and a transfer from reserves for a trash compactor that was budgeted last year but received this year ($56,375).

- Fund expenses will increase by $855,984. Additional expenses include the acquisition of 17-25 West Main Street ($775,134), HVAC work at City Hall ($18,475), a trash compactor budgeted for last year but received this year ($56,375), and a new HVAC unit at 48-52 Charles Street ($6,000).

Sewer Fund

- Fund revenues will increase by $107,500, comprised of $47,500 in rental income from HRI, Inc. and $60,000 in interest revenue.

- Fund expenditures will increase by $25,000. Of this amount, $8,000 represents increased insurance premiums and $17,000 is for bank fees.

- Fund balance will increase by $82,500.

Water Fund

- Fund revenues will increase by $60,000 in interest revenue.

- Fund expenditures will increase by $67,000. The increase is attributable to insurance premiums ($10,000), bank fees ($17,000), and the Gesell Well Stream Rehabilitation Project ($40,000).

- Fund balance will be reduced by $7,000; however, the Water Fund remains in a surplus budget.

Fiber Fund

- There is no revision requested.

Recommendation

Staff recommends introduction of Ordinance 919, amending the FY 2020 adopted budget.

Attachment

- Ordinance No. 919 for introduction

cc: City Administrator Barbara Matthews

Sponsored By: Joe Dominick, Mayor
Gregory Pecoraro, Council President

ORDINANCE NO. 919

OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, MARYLAND AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

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 of Westminster determined that an ordinance should be enacted to budget and appropriate funds for the several programs and purposes for which the City of Westminster was required to provide in the fiscal year beginning July 1, 2019, and ending June 30, 2020 ("Fiscal Year 2020") and to set the property tax rates for the said Fiscal Year 2020; and

WHEREAS, the Mayor, as required by the City Charter, on or before the 15th of June, 2019 prepared and presented to the Common Council a proposed budget outlining the anticipated expenditures and transfers for Fiscal Year 2020, which included the estimated revenues and other financing sources required and establishes the proposed tax rate for all real property taxes; and

WHEREAS, the Common Council held a public hearing on April 24, 2019 and May 13, 2019 after notice thereof in a newspaper having general circulation in Westminster; and

WHEREAS, following said public hearings, the Common Council adopted a budget for FY 2020 by Ordinance No. 912; and

WHEREAS, it has come to the attention of the Mayor and Common Council that the City has received certain revenues not included in the adopted budget for Fiscal Year 2020 and further that the City has incurred or will incur expenses exceeding current appropriations for certain budgeted items and that, therefore, certain additional appropriations are necessary; and

WHEREAS, Md. Code Ann., Local Gov't Art., Section 5-205(b) provides, *inter alia*, with respect to expenditures for safety, health, and general welfare that a municipality may not expend funds that were appropriated at the time of the annual levy for a purpose different from the purpose for which the money

was appropriated or spend money not appropriated at the time of the annual levy unless such expenditures are approved by a two-thirds vote of all the individuals elected to the legislative body.

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

Section 1: That the budget adopted for Fiscal Year 2020 by Ordinance No. 912 shall be and hereby is amended to provide for the following additional revenues and expenditures.

General Fund Revenues	**Adopted**	**Revision 1**	**Ending Budget**
Taxes	$ 11,252,854		$ 11,252,854
Licenses & Permits	587,200	$ 17,930	605,130
Intergovernmental	4,668,432	106,934	4,775,366
Charges for Services	987,400	204,253	1,191,653
Fines & Forfeitures	102,500		102,500
Miscellaneous Income	101,400	18,500	119,900
Interest Income	80,000	100,000	180,000
Transfers & Other Financing	(524,767)		(524,767)
	$ 17,255,019	$ 447,617	$ 17,702,636
General Fund Expenses			
Executive & Legislative	$ 756,070	$ (8,500)	$ 747,570
Finance	163,784	17,000	180,784
Human Resources	131,539		131,539
Planning, Zoning & Dev.	1,084,988	30,000	1,114,988
Public Safety	7,157,701	55,200	7,212,901
Facilities	301,175	700	301,875
Community Support	37,422		37,422
Public Works	3,271,375		3,271,375
Technology	314,661		314,661
Housing Services	2,605,088	102,000	2,707,088
Recreation and Parks	1,431,216	43,320	1,474,536
	$ 17,255,019	$ 239,720	$ 17,494,739

Capital Fund Revenues	Adopted	Revision 1	Ending Budget
Taxes	$ 2,198,960		$ 2,198,960
Licenses and Permits	289,380		289,380
Intergovernmental	902,529	$ 81,128	983,657
Transfers & Other Financing	5,517,830	831,231	6,349,061
	$ 8,908,700	$ 912,359	$ 9,821,059
Capital Fund Expenses			
Public Safety	$ 302,348		$ 302,348
Facilities	5,825,498	$ 67,305	5,892,803
Public Works	2,770,854	56,375	2,827,229
Planning, Zoning, Development	10,000	732,304	742,304
	$ 8,908,700	$ 855,984	$ 9,764,684

Sewer Revenues	Adopted	Revision 1	Ending Budget
Charges for Services	$ 7,110,464		$ 7,110,464
Other Revenue	10,000	$ 47,500	57,500
Miscellaneous Revenue	-		-
Interest Revenue	80,000	60,000	140,000
Benefit Assessment Fees/Capital Contr	27,550,645		27,550,645
Other Financing-Transfers	-		-
	$ 34,751,109	$ 107,500	$ 34,858,609
Sewer Expenses			
Executive Legislative	$ 317,376	$ 8,000	$ 325,376
Finance	264,357	17,000	281,357
Human Resources	160,065		160,065
Planning, Zoning & Dev.	118,214		118,214
Facilities	65,725		65,725
Community Support	12,422		12,422
Public Works	219,267		219,267
Technology	606,670		606,670
Utilities	881,156		881,156
Wastewater	31,688,491		31,688,491
	$ 34,333,743	$ 25,000	$ 34,358,743

Water Revenues	Adopted	Revision 1	Ending Budget
Charges for Services	$ 5,788,195		$ 5,788,195
Rental Revenue	253,390		253,390
Miscellaneous Revenue	5,000		5,000
Interest Revenue	80,000	$ 60,000	140,000
Benefit Assessment Fees	385,728		385,728
Transfers			
	$ 6,512,313	$ 60,000	$ 6,572,313
Water Expenses			-
Executive Legislative	$ 400,146	$ 10,000	$ 410,146
Finance	264,357	17,000	281,357
Human Resources	160,684		160,684
Planning, Zoning & Dev.	118,214		118,214
Facilities	65,725		65,725
Community Support	12,422		12,422
Public Works	219,213		219,213
Technology	606,672		606,672
Utilities	814,647		814,647
Water	3,577,437	40,000	3,617,437
	$ 6,239,517	$ 67,000	$ 6,306,517

Fiber Revenues	Adopted	Revision 1	Ending Budget
Charges for Services	$ 778,570		$ 778,570
Other Revenue	1,000		
Transfers	617,078		617,078.0
	$ 1,396,648	$ -	$ 1,396,648
Fiber Expenses			
Finance	$ 3,950		$ 3,950
Public Works	66,943		66,943
Technology	39,469		39,469
Utilities	100,550		
Fiber	1,185,735		1,185,735
	$ 1,396,647	$ -	$ 1,396,647

Section 2: Except as set forth in Section 1 hereof, the Fiscal Year 2020 budget adopted by Ordinance No. 912 shall remain in full force and effect, subject to any prior amendments thereto.

Section 3: BE IT FURTHER ORDAINED that this ordinance, if adopted by a two-thirds vote of the entire Common Council, shall become effective ten days after its enactment by the Common Council of the City of Westminster, Maryland.

INTRODUCED this ____ day of _____, 2020.

_____
Shannon Visocsky, City Clerk

ADOPTED this _____day of _____, 2020

_____
Shannon Visocsky, City Clerk

APPROVED this _____day of _____ , 2020

_____
Joe Dominick, Mayor

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

_____
Elissa D. Levan, City Attorney

To: Mayor and Common Council

From: Elissa D. Levan, City Attorney

Date: January 9, 2020

Re: Ordinance Prohibiting Vaping Where Smoking is Prohibited

Background

The Mayor and Common Council requested that staff draft an ordinance prohibiting vaping in places of public accommodation. After discussion, it was suggested that the simplest way to accomplish this was to ban vaping where smoking of tobacco products is already prohibited by State law.

Staff has prepared a proposed ordinance to accomplish the will of the Mayor and Common Council. Ordinance No. 920 would permit vaping in vape shops and other shops where the use is lawful and vaping is the primary intended purpose of the use.

Recommendation

Staff recommends that the Common Council consider Ordinance No. 920 for introduction.

Attachment

- Ordinance No. 920

cc: Barbara B. Matthews, City Administrator

Sponsored by: Joe Dominick, Mayor
Gregory Pecoraro, Council President

ORDINANCE NO. 920

AN ORDINANCE AMENDING THE CODE OF THE CITY OF WESTMINSTER, TO ADD SECTION 106-22, "VAPING PROHIBITED", TO CHAPTER 106, "PEACE AND GOOD ORDER", ARTICLE V, "MISCELLANEOUS OFFENSES", TO PROHIBIT SMOKING OF TOBACCO AND MARIJUANA IN PLACES OF PUBLIC ACCOMMODATION, EXCEPT FOR VAPE SHOPS, LICENSED CANNABIS DISPENSARIES AND OTHER SIMILAR BUSINESSES LAWFULLY ESTABLISHED FOR THE PRIMARY PURPOSE OF ALLOWING INDIVIDUALS TO SMOKE OR VAPE OR TO SAMPLE SMOKING OR VAPING PRODUCTS

WHEREAS, pursuant to the Local Gov't Art., § 5-206 of the Maryland Annotated Code, the Mayor and Common Council of Westminster ("the City") has the authority to enact ordinances to assure the good government of the municipality; protect and preserve the municipality's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the municipality; and

WHEREAS, pursuant to Local Gov't Article, § 5-209(c) the City has the specific authority to prevent and remove nuisances; and

WHEREAS, pursuant to this authority, the City enacted Chapter 106 which prohibits certain specified conduct in certain places; and

WHEREAS, medical studies have shown that exposure to secondhand smoke from tobacco causes illness and disease, including lung cancer, heart disease, and respiratory illness and the Common Council recognizes that smoke from tobacco and other noxious substances poses a grave and substantial threat to the public health, safety and welfare, and causes annoyance and discomfort to many members of the public; and

WHEREAS, the City has an interest in protecting members of the public generally from the adverse impacts of secondhand tobacco smoke and from the annoyance and other adverse impacts of other noxious gases and vapors; and

WHEREAS, the Mayor and Common Council deem the adoption of prohibitions on smoking of tobacco and other potentially noxious substances in places of public accommodation in the City is a necessary and appropriate measure to protect the residents of the City and employees of business establishments in the City from exposure to second-hand smoke.

Section 1. **NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Mayor and Common Council of Westminster, that Chapter 106, "Peace and Good Order", Article

UNDERLINED SMALL CAPS : Indicate matter added to existing law.

V, "Miscellaneous Offenses", be and hereby is amended to add Section 106-22, "Vaping prohibited", to read as follows:

SEC. 106-22. VAPING PROHIBITED.

A. DEFINITIONS.

1. "SMOKING" HAS THE MEANING GIVEN TO THE TERM IN SECTION 10.19.04.02 OF THE CODE OF MARYLAND REGULATIONS.

2. "VAPING" IS THE HEATING OF NICOTINE, CANNABIS, OR OTHER SUBSTANCES BY MEANS OF A DEVICE THAT VAPORIZES AND RELEASES THE SUBSTANCE INTO THE AIR.

B. PROHIBITED CONDUCT.

1. VAPING, AND POSSESSING LIGHTED OR IGNITED NICOTINE OR CANNABIS PRODUCTS, IS PROHIBITED IN EVERY PLACE WHERE SMOKING IS PROHIBITED BY STATE OR LOCAL LAW OR REGULATION.

2. A BUSINESS ESTABLISHMENT SHALL NOT PERMIT ANY PERSON TO ENGAGE IN SMOKING OR VAPING IN OR UPON ITS PREMISES IN VIOLATION OF THIS SECTION.

C. EXCEPTION. NOTWITHSTANDING THE PROVISIONS OF SUBSECTION B OF THIS SECTION, SMOKING, VAPING AND POSSESSING LIGHTED OR IGNITED TOBACCO, NICOTINE OR CANNABIS PRODUCTS ARE PERMITTED INSIDE A LAWFULLY ESTABLISHED VAPE SHOP, LICENSED CANNABIS DISPENSARY, OR OTHER SIMILAR BUSINESS ESTABLISHED FOR THE PRIMARY PURPOSE OF PERMITTING PATRONS TO SMOKE OR VAPE OR TO SAMPLE SMOKING OR VAPING PRODUCTS.

D. OTHER LAWS. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED TO AUTHORIZE SMOKING OR VAPING IN VIOLATION OF ANY FEDERAL OR STATE LAW OR REGULATION.

E. VIOLATIONS AND PENALTIES.

1. A PERSON WHO VIOLATES THE PROVISIONS OF THIS SECTION SHALL BE GUILTY O F A MISDEMEANOR PUNISHABLE BY A FINE OF FIFTY DOLLARS ($50.00).

2. ANY BUSINESS ESTABLISHMENT THAT VIOLATES THE PROVISIONS OF THIS SECTION SHALL BE GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF ONE HUNDRED DOLLARS ($100.00) FOR A FIRST VIOLATION; TWO HUNDRED DOLLARS ($200.00) FOR A SECOND VIOLATION WITHIN ANY TWELVE-MONTH PERIOD; AND FIVE HUNDRED DOLLARS ($500.00) FOR EACH ADDITIONAL VIOLATION WITHIN ANY TWELVE-MONTH PERIOD.

3. AN ADDITION TO THE PENALTIES PROVIDED IN SUBSECTION E.2. OF THIS SECTION, MULTIPLE VIOLATIONS OF THIS SECTION BY A BUSINESS ESTABLISHMENT ARE DECLARED TO BE A PUBLIC NUISANCE, WHICH MAY BE ABATED BY THE CITY BY RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTION, OR OTHER MEANS PROVIDED FOR BY LAW, AND THE CITY MAY TAKE ACTION TO RECOVER THE COSTS OF THE NUISANCE ABATEMENT.

Section 2. **BE IT FURTHER ORDAINED** by the Mayor and Common Council of Westminster that this Ordinance shall take effect on July 1, 2020, unless it is returned unsigned by

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~~Double strikethrough~~	:	Indicates matter deleted from ordinance after Introduction.
Double underlining	:	Indicates matter added to ordinance after introduction.

the Mayor at the next meeting of the Mayor and Common Council, together with the Mayor's reasons for withholding his signature therefrom, and is not passed thereafter by the votes of four-fifths of the members of the Common Council, and further provided that it is posted after adoption for not less than two (2) weeks in some conspicuous location in the City Hall and recorded in a book provided for that purpose.

INTRODUCED this ____ day of January, 2020

_____
Shannon Visocsky, City Clerk

PASSED this _____day of January, 2020

_____
Shannon Visocsky, City Clerk

APPROVED this _____day of January, 2020

_____
Joe Dominick, Mayor

Approved as to form and legal sufficiency
this _____ day of January, 2020

_____
Elissa D. Levan, City Attorney

UNDERLINED SMALL CAPS	:	Indicate matter added to existing law.
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