AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, July 13, 2020 at 7 pm
https://www.facebook.com/westminstermd/

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A) Mayor and Common Council Meeting of June 22, 2020

B) Special Mayor and Common Council Meeting of June 29, 2020

3. PRESENTATION

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

4. CONSENT CALENDAR

A) Approval – Public Works Agreement No. A-1135 – Exploration Commons at 50 East – Mr. Glass

B) Approval – Stormwater Management Parcel Deed for The Overlook at King's Park – Mr. Glass

C) Approval – Public Works Agreement No. A-1136 – Emergency Sewer Connection at 950 Gist Road – Mr. Glass

5. REPORT FROM THE MAYOR

6. COVID-19 PANDEMIC UPDATE

7. REPORTS FROM STANDING COMMITTEES

A) Arts Council

B) Economic and Community Development Committee

C) Finance Committee

D) Personnel Committee

E) Public Safety Committee

F) Public Works Committee

G) Recreation and Parks Committee

8. COUNCIL COMMENTS AND DISCUSSION

9. UNFINISHED BUSINESS

10. NEW BUSINESS

A) Approval - FY 2021 Grant Agreement between the City of Westminster and the Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC) – Ms. Matthews

11. DEPARTMENTAL REPORTS

12. CITIZEN COMMENTS

13. ADJOURNMENT

MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, June 22, 2020 at 7 pm
https://www.facebook.com/westminstermd/

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

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

APPROVAL OF MINUTES
President Pecoraro requested a motion to approve the following minutes;

- Special Mayor and Common Council Meeting of June 3, 2020;
- Mayor and Common Council Meeting of June 8, 2020; and,
- Closed Meeting of June 8, 2020.

Councilmember Chiavacci moved, seconded by Councilmember Gilbert, to approve the minutes.

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

PRESENTATION
Mayoral Proclamation
Mayor Dominick read the Mayoral Proclamation, proclaiming July 2020 as Recreation and Parks Month.

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

- Approval of May 2020 Departmental Operating Reports;
- Approval – Conifer Public Works Agreement No. A-1134, Stormwater Management Deed and Easement; and,
- Approval – Subrecipient Agreement between Carroll County Commissioners and City of Westminster for CARES Act Relief Fund Grant.

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

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

REPORT FROM THE MAYOR
Mayor Dominick reported that progress was being made on updating the City's website. He shared that an industry layout would be sent out to the Common Council for their review and feedback.

Additionally, Mayor Dominick updated the Common Council on his work with Ms. Matthews and the department directors to transition City staff back to customary operations. He informed his colleagues that the proposed plan reflects their feedback and suggestions. Mayor Dominick then outlined the key elements of the transition plan:

Overarching Transition Plan Principles

- Appropriate PPE use and common space disinfection/sanitization measures will be implemented.
- Staff will adhere to 6' physical distancing guidelines.
- Virtual meetings should be held in lieu of in-person meetings when feasible.
- Productive teleworking arrangements should be continued to limit number of onsite staff.

Recreation Facilities

- Outdoor recreation facilities have been re-opened, with two exceptions. Bathroom facilities at City Park remain closed, and Community Room rentals are not being accepted; no status change is recommended at this time.
- The Westminster Family Fitness Center re-opened on June 22, 2020, at 50% capacity.

Police Department

- The Command Staff is working staggered schedules, in part to minimize the number of personnel in headquarters at any one time.
- Patrol Bureau staff are continuing modified personal contact efforts, use of telephone reporting, etc.
- Staff in the Criminal Investigations Bureau has been split into two shifts to minimize the number of personnel in headquarters at any one time
- The Police Department is continuing the use of teleworking where feasible.
- The building lobby will remain closed to the public.

Recreation and Parks

- Benefited staff are now working onsite and have relocated to the Babylon Building, both for physical distancing reasons and to free up space for holding fitness classes.

Streets

- As proposed, the Streets Department would resume normal staffing operations on June 29, 2020.

- The staff would be split into two teams that would work out of separate parts of the building to minimize unnecessary employee exposure. Staff report to work times will be offset by one hour between the two teams to further minimize exposure.

- To the extent possible, only one employee would be allowed per truck.

- Lunch/break times would be staggered to further minimize employee contact.

Utility Maintenance

- As proposed, the Utility Maintenance Department would resume normal staffing operations on June 29, 2020.

- The staff would be split into two teams. One team would work out of the Utility Maintenance facility, while the other team would work out of 17-25 West Main to minimize unnecessary employee exposure.

- To the extent possible, only one employee would be allowed per truck.

- Lunch/break times would be staggered to further minimize employee contact.

Water Plant

- As proposed, the Water Plant would resume normal staffing operations on July 13, 2020. Staff requested the longer timeframe given the criticality of this service, the specialized training needed to operate the Plant, and the increasing number of virus cases in other parts of the country.

- To the extent possible, no more than one employee would be allowed per truck.

- Lunch/break times would be staggered to further minimize employee contact.

Wastewater Treatment Plant

- As proposed, the Wastewater Treatment Plant would resume normal staffing operations on July 13, 2020. Staff requested the longer timeframe given the criticality of this service, the specialized training needed to operate the Plant, and the increasing number of virus cases in other parts of the country.

- To the extent possible, no more than one employee would be allowed per truck.

- Lunch/break times would be staggered to further minimize employee contact.

56 West Main – Administrative Offices

- Each department director would determine the return to work plan for their staff.

- Productive teleworking arrangements should be continued where feasible to limit the number of staff in the building.

- To offer additional protection, staff was exploring installation of plexiglass barriers for cubicle space arrangements.

- City offices would remain closed to the public.

Mayor Dominick informed his Common Council colleagues that he would provide the proposed transition plan to them in writing.

COVID-19 PANDEMIC UPDATE

Ms. Matthews reported that the Westminster Police Department continued to report minimal issues regarding executive order violations.

Ms. Matthews then reported that the Westminster Family Fitness Center re-opened on June 22, 2020, with restricted capacity as required by the Governor's Executive Order. Assistant Director of Recreation and Parks Mullendore reported to Ms. Matthews regarding operations on the first day of its re-opening:

- Customers were patient and respectful of the new operating procedures;

- There were 47 facility entries as of 4:30 pm on June 22; and,

- Customers were calling to reserve spots in group fitness classes and childcare, as it is required that reservations were made 48 hours in advance.

President Pecoraro shared that he had gone to the Family Center earlier in the day and was pleased with his experience. Before entering the facility, a staff member took his temperature. He noted that cardio equipment was spaced out to comply with physical distancing guidelines.

REPORTS FROM STANDING COMMITTEES

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

President Pecoraro, on behalf of the Finance Committee, noted the adoption of the FY 2021 budget on June 8, 2020. He thanked the elected body and City staff for working through the complex and challenging issues that arose during the budget process.

Councilmember Chiavacci, on behalf of the Public Safety Committee, reported the Westminster Police Department's annual award ceremony was held virtually due to the COVID-19 pandemic. Chief Ledwell would provide the winners of each award during his departmental report later in the meeting.

COUNCIL COMMENTS AND DISCUSSION

Councilmember Chiavacci inquired when the Mayor and Common Council would resume in person meetings. Councilmember Pecoraro agreed that it would be beneficial to discuss this matter at an upcoming meeting.

Councilmember Gilbert announced that Caroline Freundel of Francis Scott Key High School was the contest winner for the Year of the Woman Scholarship award. She shared that many wonderful essays were received.

UNFINISHED BUSINESS

FY 2019 Audit Findings and Associated Corrective Action Plan

Ms. Matthews stated that, on May 7, 2020, Ms. Wanda Lynn of Brown, Shultz, Sheridan, Fritz, CPAs presented the FY 2019 financial reports to the Mayor and Common Council. The Mayor and Common Council agreed to schedule a follow up discussion of the FY 2019 audit findings, and the associated corrective action plan.

Ms. Matthews stated that there were eight audit findings. Ms. Matthews and Ms. Palmer then provided information on each of the eight findings, and the corrective action plan associated with the each finding. The eight findings included the following:

- Finding 2019-001 concerns transactions not recorded in the period of benefit.
- Finding 2019-002 relates to the number of post-year adjustments.
- Finding 2019-003 involves Capital Assets being posted in the wrong period.
- Finding 2019-004 addresses inventory not correctly reflected on invoices
- Finding 2019-005 relates to deposits not made to City accounts.
- Finding 2019-006 involves not allocating expenses to the Public Housing Agency consistently.
- Finding 2019-007 concerns the Public Housing Agency deposit agreement not being up to date.
- Finding 2019-008 addresses the Public Housing Agency Voucher Management System not being updated in a timely manner.

Ms. Matthews noted that Finding 2019-005 relates to accounts through the Carroll County Community Foundation. While the corrective action plan noted that all accounts had been closed, one account (Supports of Westminster Police Department Fund) remained technically open although all account monies had been expended. The City was awaiting confirmation from the Community Foundation regarding the account's closure. President Pecoraro asked that Ms. Matthews and Ms. Levan identify an alternative way for the City to receive donated funds that could be managed internally.

President Pecoraro inquired if the elected body had any questions regarding any of the audit findings or the associated corrective action plan. There were no further questions by the Mayor and Common Council.

Councilmember Chiavacci stated, that although the City strives to not have any audit findings, if they do occur, staff can address them. He complimented Ms. Matthews and Ms. Palmer for taking action and addressing each of the findings. In addition, Councilmember Chiavacci noted that, when he was first elected to the Common Council, the City had many more audit findings compared to the eight for FY 2019.

NEW BUSINESS

None.

DEPARTMENTAL REPORTS

City Administrator

Ms. Matthews reported that the job announcement for the Director of Human Resources position was posted by The Novak Consulting Group. The position would remain open until filled, with the first review of the applications occurring on July 31, 2020.

Ms. Matthews noted that the public hearing and adoption of Ordinance No. 924, an ordinance proposing issuance of $1.225 million in bonds for improvements to the Westminster Municipal Pool Complex, were scheduled for the special Mayor and Common Council meeting on June 29, 2020. Due to State regulations, specific parameters were included in the newspaper advertisement for this public hearing. Ms. Matthews stated that those wishing to testify would be admitted in the Zoom meeting; requests must be sent to Ms. Visocsky at Comments@westgov.com. For those who would like to submit comments or requests to dial in during the public hearing the by the close of business on June 26, 2020. Ms. Matthews informed the Mayor and Common Council that this information would be publicized via the City website and Facebook page, in addition to the required newspaper advertisement.

Community Planning and Development Department
Mr. Depo reported that, on June 10, 2020, the Westminster Tree Commission met to discuss the following:

- Determine a date and time to virtually host the Annual Urban and Community Forestry Workshop;
- Conduct a digital Arbor Day celebration on October 24, 2020;
- Review the Comprehensive Tree Plan; and,
- The planting of three street trees on Pennsylvania Avenue and one on West Main Street.

Mr. Depo also reported that the Westminster Planning and Zoning Commission approved the following on June 11, 2020:

- Site Development Plan for Mission BBQ, LLC;
- Signage Permit for Big Lots; and,
- Site Development Plan for 7-Eleven Convenience Store.

Mr. Depo concluded his report by stating that the City had received and approved five outdoor seating permits for local downtown restaurants. Additionally, four requests for outdoor seating for restaurants located within shopping centers located on MD 140 were received: two were approved and two were under review.

Westminster Police Department
Chief Ledwell reported that the Westminster Police Department conducted its annual awards and promotions ceremony by video through the department's Facebook page. The award recipients were:

- 2019 Officer of the Year – Sergeant Timothy Rife;
- 2019 Civilian of the Year – Cheryl Pickett;
- 2019 Police Officer Rookie of the Year – Private First Class Alexander DeAngelis;
- Chief's Commendation – Lieutenant Stephen Launchi;
- Chief's Commendation – Private First Class Spencer Voland;

- Unit Citation – Criminal Investigations Bureau (Lieutenant Jeffrey Schuster, Sergeant Richard Lambert, Sergeant Patricia Parks, Corporal William Long, and Detective John Emminizer);

- Top DUI – Private First Class Allen Ecker;

- Life Saving Award – Detective Evan Kinsey and Officer Noah Saltzman;

- Life Saving Award – Acting Corporal Ashley Stahlman and Private First Class Spencer Voland;

- Volunteer of the Year – Auxiliary Sergeant Larry Myers;

- Unit Citation – Auxiliary Unit (Auxiliary Unit Lieutenant Kenny Carlisle, Auxiliary Unit Sergeant Deb Pujals-Keyser, Auxiliary Unit Sergeant Larry Myers, and Auxiliary Unit Officer Blaine Brown); and,

- Community Partnership – Brook-Owen Real Estate.

Chief Ledwell noted that Lieutenant Stephen Blackwell was recognized for his recent promotion, which was effective March 3, 2020. His March in-person promotional ceremony was canceled due to the COVID-19 pandemic.

Chief Ledwell then reported the following:

- The Police Department conducted its second annual property and evidence audit since obtaining the new software and reorganizing the property room; the audit yielded great results;

- The Human Services Program's women's shelter located on Green Street transitioned to its new location on Stoner Avenue on June 8, 2020.

- Following two recent sprees of theft from motor vehicles, the Police Department conducted directed patrols, distributed community notification flyers to the -impacted neighborhoods, and posted a community notification on social media.

- The Department assisted in coverage for a senior graduation parade for Westminster High School and Winters Mill High School on June 16, 2020 without incident.

Chief Ledwell concluded his report by commenting on the national discussion concerning social justice and police brutality matters. He informed the Mayor and Common Council that the Police Department was participating in two countywide law enforcement groups to be introspective and to ensure that the Westminster Police Department continued to meet best practices and to evolve with any changes to best practices. The two work groups concerned use of force policies and the associated training curriculum and body worn cameras.

Finance and Administrative Services Department
Ms. Palmer thanked the Mayor and Common Council for their attention to the presentation of the audit finding for FY 2019. She stated that the findings did not necessarily equate to any change in City practice; rather, Shultz, Sheridan, Fritz, CPAs provided a more comprehensive review than past firms. Ms. Palmer thanked all department heads and their support staff for providing required information during the audit process. Ms. Palmer noted that work related to the FY 2020 audit was getting underway.

Housing Services
Ms. Valenzisi announced that the Baltimore Office of the U.S. Department of Housing and Urban Development approved the City's five-year Public Housing Authority Plan. Ms. Matthews congratulated Ms. Valenzisi and her staff for this accomplishment.

CITIZEN COMMENTS
President Pecoraro read the written citizen comments submitted via Comments@westgov.com.

Donna Robinson, 33 Cypress Point Court, thanked the City staff who addressed trash and furniture that was dumped at the stormwater management pond located on Tahoma Farm Road and Firestone Drive, as well as fencing that was cut at this location. The residents of Eagleview Estates were grateful for the staff's responsiveness.

Kelly Hambleton, 58 Pennsylvania Avenue, Unit B, shared her appreciation for the work that was done during the budget process. She suggested that consideration be given to providing funding for the homeless, veterans, and low-income families who needed assistance. Ms. Hambleton shared her concerns regarding shelter conditions and overcrowding. She asked the City to consider grants that would address the needs of homeless shelters, veterans, and low-income families who need childcare while working.

ADJOURNMENT
President Pecoraro adjourned the meeting at 7:58 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

MINUTES

CITY OF WESTMINSTER
Special Mayor and Common Council Meeting
Monday, June 29, 2020 at 7 pm
https://www.facebook.com/westminstermd/

CALL TO ORDER

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

Staff Present: Director of Community Planning and Development Depo, Director of Recreation and Parks Gruber, City Attorney Levan, City Administrator Matthews, Director of Finance and Administrative Services Palmer, and City Clerk Visocsky.

Guest: Lindsey Rader, Esquire of Funk and Bolton Attorneys at Law.

PUBLIC HEARING

Ordinance No.924

Mayor Dominick conducted a public hearing regarding Ordinance No. 924 – An Ordinance of the Common Council of the Mayor And Common Council of Westminster, a Municipal Corporation of the State of Maryland (The "Issuer"), Providing for the Issuance and Sale of an Aggregate Principal Amount not to Exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) of Bonds of The Issuer, To Be Known As "The Mayor And Common Council Of Westminster Infrastructure Bonds, 2020 Series A" (Or By Such Other or Additional Designation or Designations as Required by the Community Development Administration Identified Herein) (The "Bonds"), to be Issued and Sold Pursuant to the Authority of Sections 4-101 through 4 255 of the Housing and Community Development Article of the Annotated Code of Maryland, as Amended, for the Purpose of (I) Financing or Refinancing Costs of the Project Identified Herein as the Westminster Community Pool Improvements Project, (Ii) Funding of Portion of a Capital Reserve Fund and/ or Other Reserves, and/ or (Iii) Paying Issuance and Other Costs Related to the Bonds; Providing that the Bonds shall be Issued Upon the Full Faith and Credit of the Issuer; Providing for the Disbursement of the Proceeds of the Sale of the Bonds and for the Levy of Annual Taxes upon all Assessable Property within the Corporate Limits of the Issuer for the Payment of The Principal of and Interest on the Bonds as they Shall Respectively Come Due; Providing for the Form, Tenor, Denominations, Maturity Date or Dates and Other Provisions of the Bonds; Providing for The Sale Of The Bonds; And Providing For Related Purposes, Including, Without Limitation, The Method of Fixing the Interest Rate or Rates to be Borne by the Bonds, the Approval, Execution and Delivery of Documents, Agreements, Certificates and Instruments, and the Making of or Providing for the Making of Representations and Covenants Concerning the Tax Status of Interest on the Bonds.

Ms. Rader, the City's Bond Counsel, stated that the City had determined to undertake the Westminster Community Pool Improvements Project and was seeking to participate in the Maryland Community Development Administration's (CDA) Local Government Infrastructure Financing Program in order to finance the costs of the project.

Following introduction of the ordinance on June 8, 2020, Ms. Rader informed the Mayor and Common Council that the public hearing was advertised in the Carroll Times on June 18, 2020. The advertisement included information on how the public could provide comments and access the public hearing. Ms. Rader asked if any requests were submitted to offer comments or to access the public hearing. Mayor Dominick stated that there were none.

With no further discussion, Mayor Dominick closed the public hearing at 7:05 pm.

ORDINANCES & RESOLUTIONS

Ordinance No. 924

Ms. Rader stated that the title of Ordinance No. 924 was self-explanatory in regard to the details of the legislation. She reminded the Mayor and Common Council of the following key provisions included in the ordinance:

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

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

- The City would enter into a Pledge Agreement and Repayment Agreement with the CDA. The Pledge Agreement would contain an intercept mechanism providing that, if the City defaults in its obligations with respect to the CDA loans, the CDA had the right to direct the State Treasurer to send to the CDA from any sources held by the State, including income tax revenues, the amount owed by the City. The Repayment Agreement would require the City to file its audited financial statements with the CDA on an annual basis and certain other reporting information tied to the events reportable.

President Pecoraro thanked Ms. Rader for her work on the bond issuance ordinance and related matters.

President Pecoraro then requested a motion to adopt Ordinance No. 924 – An Ordinance of the Common Council of Westminster, a Municipal Corporation of the State of Maryland (The "Issuer"), Providing for the Issuance and Sale of an Aggregate Principal Amount not to Exceed One Million Two Hundred Twenty-Five Thousand Dollars ($1,225,000) of Bonds of The Issuer, To Be Known As "The Mayor And Common Council Of Westminster Infrastructure Bonds, 2020 Series A" (Or By Such Other or Additional Designation or Designations as Required by the Community Development Administration Identified Herein) (The "Bonds"), to be Issued and Sold Pursuant to the Authority of Sections 4-101 through 4 255 of the Housing and Community Development Article of the Annotated Code of Maryland, as Amended, for the Purpose of (I) Financing or Refinancing Costs of the Project Identified Herein as the Westminster Community Pool Improvements Project, (Ii) Funding of Portion of a Capital Reserve Fund and/ or Other Reserves, and/ or (Iii) Paying Issuance and Other Costs Related to the Bonds; Providing that the Bonds shall be Issued Upon the Full Faith and Credit of the Issuer; Providing for the Disbursement of the Proceeds of the Sale of the Bonds and for the Levy of Annual Taxes upon all Assessable Property within the Corporate Limits of the Issuer for the Payment of The Principal of and Interest on the Bonds as they Shall Respectively Come Due; Providing for the Form, Tenor, Denominations, Maturity Date or Dates and Other Provisions of the Bonds; Providing for The Sale Of The Bonds; And Providing For Related Purposes, Including, Without Limitation, The Method of Fixing the Interest Rate or Rates to be Borne by the Bonds, the Approval, Execution and Delivery of Documents, Agreements, Certificates and Instruments, and the Making of or Providing for the Making of Representations and Covenants Concerning the Tax Status of Interest on the Bonds.

Councilmember Yingling moved, seconded by Councilmember Gilbert, to approve the adoption of Ordinance No. 924 as presented.

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

Ordinance No. 925
Ms. Levan informed the Mayor and Common Council that Emergency Ordinance No. 925 was drafted to remove certain fees from the City Code for efficiency reasons. The fees in question would be adopted by resolution.

President Pecoraro noted that the associated ordinance was drafted as Emergency Ordinance No. 925 in recognition of the timing issues associated with the implementation of the new Fitness Center membership structure as of July 1, 2020. Following adoption of the proposed ordinance, President Pecoraro suggested that the Common Council review all fees set forth in the fee schedule resolution at a future meeting.

Councilmember Dayhoff asked Ms. Levan the process for making changes to certain fees. Ms. Levan replied that a resolution would be required; only the fee(s) being changed would need to be referenced in the resolution. She suggested that staff maintain a master list of City fees.

President Pecoraro requested a motion to adopt Emergency Ordinance No. 925 - An Ordinance Of The City Of Westminster, Deleting Certain Fees And Charges From Chapter A175, “Fees”, Article I, “General Fee Ordinance”, Of The City Code And Providing That Such Fees Shall Be Set From Time To Time By Resolution Of The Mayor And Common Council.

Councilmember Dayhoff moved, seconded by Councilmember Chiavacci, to approve the adoption of Ordinance No. 925.

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

Resolution No. 20-04
Ms. Levan informed the Mayor and Common Council that Exhibit A of Resolution No. 20-04 incorporates the new Fitness Center membership structure and the recently approved changes to the pool membership/daily usage rates. Changes were also made to certain fees related to Maryland Public Information Act requests.

President Pecoraro requested a motion to adopt Resolution No. 20-04 – A Resolution of the Mayor and Common Council of Westminster, Approving a General Fee Schedule for Governmental and Proprietary Functions of the City, Excepting Utility Charges and Including Fines for Violations of the City’s Various Laws and Regulations, Effective July 1, 2020.

Councilmember Dayhoff moved, seconded by Councilmember Yingling, to approve the adoption of Resolution No. 20-04.

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

UNFINISHED BUSINESS
None.

NEW BUSINESS
President Pecoraro stated that Mayor Dominick forwarded to his colleagues a letter that he had received from the Boys and Girls Club of Westminster. The Executive Director of the Boys and Girls Club requested a City grant in the amount of $9,206.78 to assist the Club with recovery and expenditures related to the COVID-19 pandemic for its summer camp program

President Pecoraro recommended to his colleagues that the City provide the requested funding to the Boys and Girls Club, stating it was well worth it.

Mayor Dominick shared his support for providing a grant to the Boys and Girls Club of Westminster as requested. He noted that the City canceled its own summer camp due to the COVID-19 pandemic, and the Governor's Executive Orders created certain challenges for those organizations providing such summer programs for children. By offering a summer camp program, the Boys and Girls Club might serve some of the children who would normally attend the City's summer camps.

Councilmember Gilbert then expressed her support for providing the requested funding, noting that Carroll County was ranked as the fifth best county out of 2,600 counties in the nation for protecting and providing for kids. This was based on a report by Save the Children, an international organization that advocates for children's welfare and equity. Councilmember Gilbert shared the importance of the City providing this financial support and suggested rounding up the amount of the grant to $10,000.

Councilmember Dayhoff asked if the grant amount could be submitted for reimbursement under the CARES Act. Ms. Matthews replied that the City had already filed its CARES reimbursement request to the County and that this avenue was now closed; although she did not anticipate another opportunity, she stated that staff would check into it.

Councilmember Dayhoff then asked from which account the grant funds would be withdrawn. Ms. Matthews replied that the grant to the Boys and Girls Club would likely be paid in FY 2021; therefore, a budget amendment may be needed.

Councilmember Chiavacci recused himself from the vote, as he had an immediate family member who works at the Boys and Girls Club. Councilmember Yingling also recused himself from the vote, citing a conflict of interest.

Councilmember Gilbert moved, seconded by Councilmember Dayhoff, to award a grant amount of $10,000 to the Boy and Girls Club of Westminster.

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

CITIZEN COMMENTS
None.

ADJOURNMENT
President Pecoraro adjourned the meeting at 7:29 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: July 2, 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 nearCarroll 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 July 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 June 30, 2020, $315,000 in principal payments have been made. Interest payments in the amount of $547,720 were made in FY 2020.

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. In FY 2020, the City drew down $503,458; as of June 30, 2020, $371,383 of this amount had been expended. If no further invoices for FY 2020 are received, the remaining balance of $132,075 will be applied to FY 2021 expenditures.

FY 2021 budgeted Fiber Fund operating expenditures total $533,209. In addition to the $132,075 carryover, the City will request an additional $393,510 in State loan funds for FY 2021. The remaining balance of the State loan after FY 2021 is projected to be $401,134.

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 June 30, 2020, the City had received $709,722 in lease and miscellaneous revenues in FY 2020. As noted in the report for the quarter ended March 31, 2020, the total number of passes premises was reduced based on a determination by the Deputy Director of Public Works that certain addresses were in private areas not serviceable by the City. In light of the reduction in passed premises, Ting, Inc. requested a credit of $8,820, which is reflected in the revenue figure provided above.

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 June 30, 2020.

	# of Units	# of Passed Premises	# of Subscribers	Take Rate
Pilot Phase	272	272	107	39.3%
Phase 1	893	891	333	37.4%
Phase 2	1,882	1,846	521	28.2%
Phase 3	1,613	1,607	315	19.6%
Phase 4	1,413	1,144	184	16.1%
Total	6,073	5,760	1,460	25.3%

Construction Activities
As of June 30, 2020, 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 June 30, 2020.

	Serviceable Addresses	Access Agreements Received	% Submitted
Phase 1	893	522	58.45%
Phase 2	1,882	967	51.38%
Phase 3	1,613	524	32.49%

Phase 4	1,413	352	24.91%
Total	5,801	2,365	40.77%

Network Maintenance

The Westminster Fiber Network Maintenance Team handles all new orders for installation city wide. Between March 31 and June 30, 2020, the Maintenance Team installed 40 drops for service through the internal 311 program. The team also performed 21 field check or service calls, and replaced two drops due to damage.

Additionally, the Maintenance Team undertook new construction activities in the Stonegate development. The work will be done in stages to accommodate the building schedule and to protect City assets while construction continues over the next several years. Several conduits and taps were installed in the areas of Stonegate Road, Scarlet Sky Drive, and Blue Moon Lane.

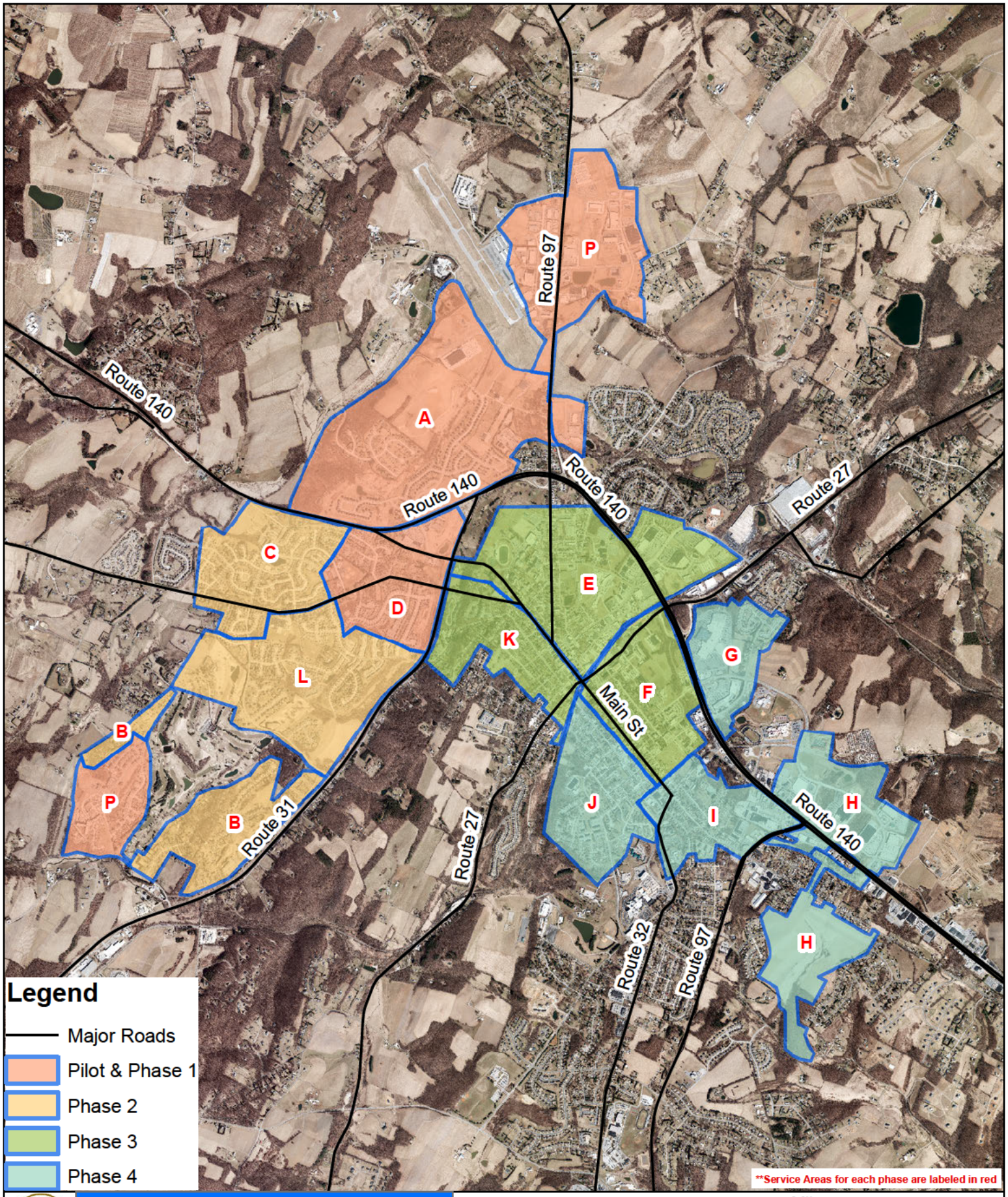
The Maintenance Team also conducted several business site surveys for fiber pathways.

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

N
W E
S

Miles
0 0.75 1.5

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

Date: 7/6/2017

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: July 7, 2020

Re: Approval – Public Works Agreement No. A-1135 – Exploration Commons at 50 East

Background

On August 8, 2019, the Planning and Zoning Commission approved the site plan for the Westminster Library project known as the Exploration Commons at 50 East. The applicant and the City have finalized the associated Public Works Agreement.

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

After passage by the Common Council and approval via signature by the Mayor, the attached document will be kept on file in the City Clerk's Office.

Recommendation

Staff recommends approval of Public Works Agreement No. A-1135 for the Exploration Commons at 50 East.

Attachment

- Public Works Agreement No. A-1135

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

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A–1135

APPLICATION FOR THE CONSTRUCTION OF

EXPLORATION COMMONS AT 50 EAST

Project: Exploration Commons at 50 East

Location: 50 East Main Street, Westminster, Maryland
Tax ID # 2054599

Owner: The Commissioners of Carroll County

THIS AGREEMENT is made this _____ day of _____, 2020, by and among The Mayor and Common Council of Westminster (hereinafter "the City"), a municipal corporation of the State of Maryland, The Commissioners of Carroll County (hereinafter, "the Owner"), a body corporate and politic of the State of Maryland, with its principal place of business at the above-referenced address in Carroll County Maryland; and,

WHEREAS, the Owner owns a certain parcel of land situated within the corporate boundaries of the City at 50 East Main Street, comprising 1.3057 Acres, zoned "C-B" ("the Property") ; and,

WHEREAS, the Owner has proposed to construct Exploration Commons at 50 East (hereinafter, "the Project") on the Property in accordance with the provisions set forth in Article VIII of the City Zoning Ordinance; and,

WHEREAS, the City's Planning and Zoning Commission approved the Site Development Plan for the Project on August 8, 2019; and,

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions for the completion of all required site improvements for the work listed below according to the approved plans and specifications attached: City water connection, roadway repair, landscaping, and digital as-built plans prepared to City specifications.

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

1. The Owner has prepared construction plans, specifications, and descriptions the Project pursuant to its approved Site Development Plan, and submitted them to the City for its review and approval. These plans and specifications, prepared by Manns Woodward Studios, must be approved prior to issuance of any building permits. The Owner agrees to furnish "as-built" construction drawings tying into U.S.G.S. datum to the City for its future reference at the Owner's expense in a digital format as determined by the City.

2. In the event of default by the Owner in performance of its obligations under this Agreement, the City shall give notice in writing to the Owner of such default and the Owner shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such reasonable period as the City may specify; or (b) indemnify the City against loss or expense arising out of failure of the Owner to complete said improvements as required by the terms of this Agreement. If Owner fails to take the required corrective action within thirty (30) days of the foregoing election, any construction or conveyance privileges granted to the Owner for the improvements guaranteed by this Agreement may be suspended by the City pending completion of the required improvements. Notwithstanding the foregoing, so long as the Owner has commenced to cure and is diligently proceeding to cure a non-monetary default, the time period within which such default

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

3. The City shall have the right to maintain an action against the Owner for such additional costs or damages as may be incurred to complete the required improvements herein described in accordance with the applicable plans and specifications.

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

5. The Owner shall incorporate sediment and erosion control facilities, if required, as approved by the City and the Soil Conservation District, in the development of the Project and shall construct and maintain said facilities until such time as the City and the Soil Conservation District notify the Owner in writing that those facilities are no longer required, at which time those facilities no longer required shall be removed and the land returned to a condition acceptable to the City by the Owner.

6. The Owner, upon application for building permits, shall make payment to the City for all water and sanitary sewerage special benefit assessment and related charges resulting from the approved plans and specifications pertaining to the project in accordance with Sections 124-13 and 160-8 of the Charter and Code of Laws and the Utility Fee Ordinance. The Owner shall install all water

and sanitary sewer service laterals when required as a part of the extension of the water and sanitary sewer mains resulting from the approved plats, plans and specifications, pertaining to the Owner's property. For each lateral that is extended as part of the initial contract by the Owner, the Owner shall be exempted from the normal connection charges that would ordinarily be imposed by the City in accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance; however, the Owner shall pay the invoiced cost of all required water meters, which the City will furnish for installation by the Owner accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance.

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

8. The Owner acknowledges that the City has entered into a Consent Order dated April 3, 2007; with the Maryland Department of the Environment and that the City has subsequently adopted a Water and Sewer Allocation Policy. The City will provide water and sewerage service to the Project in accordance with said Water and Sewer Allocation Policy and any amendments thereto, together with the City's laws and regulations relating to such water service and sewer service, and the Owner accepts and agrees to the terms of said Water and Sewer Allocation Policy, and amendments thereto.

9. Any contractor engaged by the Owner for the performance of any work in connection with any facilities intended hereunder to be accepted by the City shall be subject to the City's approval, and said contractors shall be subject to any prequalification standards which may be in existence,

adopted, or hereafter adopted or modified as being in the best interests of the City. The City shall have the right to review all contractors and awards for such work.

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

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

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

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

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

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

16. The Owner shall pay to the City any costs incurred by the City to repair or replace the public facilities that are covered by the Agreement for a period of one year after acceptance by the

City. In the event said public improvements fail to function as intended or are found to be improper or imperfect as a result of substandard material or workmanship or failure of materials or workmanship, the City shall give the Owner written notice of the deficiency. The Owner shall correct the deficiency within forty-five (45) days of the notice and, if it fails to do so, the City may perform the necessary corrective work. All costs and expense incurred thereby by the City shall be charged to the Owner.

17. This Agreement and the Owner's rights and obligations thereunder, may not be assigned or transferred by the Owner to any persons, firm or corporation of financial standing reasonably sufficient to fulfill the obligations of the Owner under this Agreement, except upon the written consent of the City. Upon written approval by the City of such assignment or transfer, the Owner shall have no further liability or obligation there under other than that which may have existed prior to the effective date of the assignment or transfer.

18. The City retains the absolute right to withhold its approval both of buildings and of use and occupancy permits for the Project if the Owner fails to perform the requirements specified in this Agreement including, but not limited to, payment of all applicable invoices, maintenance of surety and other related requirements, or fails to protect the health, safety and welfare of the City and its residents as determined by the City.

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

20. The Owner agrees to incorporate on the Site Development Plan landscaping as required by the City and related review agencies and approved by the City. All landscaping design, installation,

and maintenance shall conform to the requirements of the City's adopted Landscape Manual and any subsequent amendments.

21. The Owner shall complete its work hereunder in accordance with the approved plans and conditions as determined by the Director of Public Works.

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

ATTEST:

Kathi J. Dietrick

THE COMMISSIONERS OF CARROLL COUNTY

By : _____(Seal)
Roberta J. Windham, County Administrator

ATTEST:

_____
Shannon Visocsky, City Clerk

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

By: _____(Seal)
Joe Dominick, Mayor

Recommended for Approval:

_____
Mark Depo, Director
Community Planning and Development

Recommended for Approval:

_____
Jeffery D. Glass, Director
Public Works

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

_____
Elissa D. Levan, City Attorney

REVIEWED BY:
COUNTY ATTORNEY'S OFFICE FOR CARROLL COUNTY
DATE: 6.10.2020

Reviewed by Risk Management
7.10.20
Date
Signature

STATE OF MARYLAND
COUNTY OF Carroll

On this 10th day of July, 2020 before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, Roberta J. Windham, who acknowledged his or herself to be County Administrator of Carroll County that he or she, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said corporation in his capacity therein stated.

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

Kathleen J. Dietrich
Notary Public

My Commission expires 12/5/2020

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: June 26, 2020

Re: Approval – Stormwater Management Parcel Deed for The Overlook at King's Park

Background

The Planning and Zoning Commission approved the final plat for The Overlook at King's Park development on April 20, 2006, creating 15 lots for single-family residential detached houses. The developer and the City have finalized the proposed deed that conveys the related storm water parcel to the City of Westminster.

Paragraph 19 of Public Works Agreement A-991 stipulates maintenance of the stormwater management facility by the developer for a period of ten years, or payment in lieu of the same. The developer elected to self-perform the maintenance responsibility, and has done so beyond the expiration of the required ten-year period in January 2019. As-built drawings have been submitted, and the underground facility has been inspected and found to be functioning as designed.

Request

Robin Ford Building and Remodeling, Inc. proposes to deed the parcel of land for the underground stormwater management facility, pursuant to Public Works Agreement No. PWA A-991. The stormwater parcel is designated as SWM Parcel - 0.3780 Acres +/- on the plat entitled "The Overlook at King's Park," which is recorded in the Land Records of Carroll County in Plat Book 50, pages 150-151.

Recommendation

Staff recommends approval of The Overlook at King's Park Stormwater Management Parcel Deed, as presented.

Attachments

- The Overlook at King's Park Stormwater Management Parcel Deed
- State of Maryland Land Instrument Intake Sheet
- Public Works Agreement No. A-991

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

LAKESIDE LAW FIRM, LLC
File No. 20-374-CS
No title exam
Tax ID # 07-155921

This Deed, made this 24 day of June, **2020**, by and between **Robin Ford Building & Remodeling, Inc.**, a Maryland corporation, GRANTOR, and **The Mayor and Common Council of Westminster**, GRANTEE.

- Witnesseth -

That for and in consideration of the sum of Zero Dollars **($0.00)**, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said **The Mayor and Common Council of Westminster**, a municipal corporation, of the State of Maryland, its successors or assigns, in fee simple, all that certain lot of ground lying and being situate in the County of Carroll, State of Maryland, and described as follows, that is to say:

> **BEING KNOWN AND DESIGNATED as 'SWM Parcel - 0.3780 ACS. +/- as shown on the plat entitled "The Overlook at King's Park" which plat is recorded among the Land Records of Carroll County, Maryland in Plat Book 50, page 150-151.**
>
> **BEING a portion of that property which, by deed dated January 15, 2004, and recorded among the Land Records of Carroll County in Liber 3838 at folio 433, was granted and conveyed by Barbara A. Houck, Personal Representative of the Estate of Naomi L. Arnold , unto Robin Ford Building & Remodeling, Inc., .**
>
> **This is a transfer to a political subdivision in the State of Maryland. The transfer is exempt from the payment of Transfer Taxes and recordation taxes according the Tax-Property Article of the Annotated Code of Maryland (Sections 12-108(a) and 13-207(a) (1).**

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

To Have and To Hold the said described lot of ground and premises, unto and to the use of the said **The Mayor and Common Council of Westminster,** its successors or assigns, in fee simple.

And the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

As Witness the hand and seal of said Grantor, the day and year first above written.

_____
Witness

Robin Ford Building & Remodeling, Inc.,
a Maryland corporation

By:_____ **(SEAL)**
Robin Ford, President

STATE OF MD**, CITY/COUNTY OF** Carroll**, TO WIT:**

I HEREBY CERTIFY that on this 24th day of June**, 2020,** before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Robin Ford, who acknowledged himself to be the President of Robin Ford Building & Remodeling, Inc.,** the Grantor herein, and that he, as President, being authorized so to do, executed and acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President and further certified that the consideration recited herein is correct.

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

_____
Notary Public
My commission expires 7/18/22

DIANA D. ARMACOST
Notary Public
Carroll County
Maryland
My Comm. Expires July 18, 2022

Witness:

GRANTEE:
ACCEPTED:
The Mayor and Common Council of Westminster

_____

_____ **(seal)**
Joseph M. Dominick, III, Mayor

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____**, 2020,** before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Joseph M. Dominick, III,** who acknowledged himself to be the Mayor of the City of Westminster, and that he, as such Mayor, being authorized so to do, executed and acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as the Mayor and further certified that the consideration recited herein is correct.

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

_____
Notary Public
My commission expires _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY, THIS ___ DAY OF _____, 2020.

_____
Elissa D. Levan, City Attorney

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Christine Sadler

State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City [X] County: Carroll

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.

(Type or Print in Black Ink Only All Copies Must Be Legible)

1 Type(s) of Instruments (| | Check Box if Addendum Intake Form is Attached.)

X	Deed		Mortgage		Other		Other
	Deed of Trust		Lease				

2 Conveyance Check Box

	Improved Sale Arms-Length *[1]*		Unimproved Sale Arms-Length *[2]*		Multiple Arms Length *[3]*		Not an Arms-Length Sale *[9]*

3 Tax (if Applicable) Cite or Explain Authority

Recordation	No consideration deed to a political subdivision
State Transfer	Sections 12-108(a) and 13-207(a)(1) of the Tax- Property Article
County Transfer	

4 Consideration and Tax Calculations

Consideration	Amount
Purchase Price/Consideration	
Any New Mortgage	
Balance of Existing Mortgage	
Other:	
Other:	
Full Cash Value	

Finance Office Use Only	
Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
x ( ) % =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
x ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$20.00	$ $20.00
Surcharge	$40.00	$ $40.00
State Recordation Tax	$0.00	$
State Transfer Tax	$0.00	$
County Transfer Tax		$
Other		$
Other		$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel	Var. LOG
07	155921	3838/433			| | (5)

Subdivision Name	Lot	Block(3b)	Sect/AR(	Plat Ref.	SqFt/Acreage(4)
The Overlook at King's Park	SW			/	

Location/Address of Property Being Conveyed (2)

SWM King's View, Westminster, MD 21157

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential [X] or Non-Residential [ ]	Fee Simple [X] or Ground Rent [ ]	Amount: $N/A
Partial Conveyance? [ ] Yes [X] No	Description/Amt. of SqFt/Acreage Transferred:	N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
Robin Ford Building & Remodeling, Inc.	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Mayor and Common Council of Westminster	

New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Christine Sadler

Firm: Lakeside Law Firm, LLC

Address: 531 Old Westminster Pike, Suite 209, Westminster, MD 21157

[ ] Return to Contact Person

[ ] Hold for Pickup

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A - 991

APPLICATION FOR CONSTRUCTION OF A

RESIDENTIAL DEVELOPMENT

15 New Home Sites

Subdivision:	Overlook at Kings Park
Location:	Southwest of Chase Street at Arnold Dr.
Developer/Owner	Robin L. Ford Robin Ford Building and Remodeling, Inc.
Address:	2900 Shiloh Road Hampstead, MD 21074

THIS AGREEMENT, made this 10th day of JULY, in the year Two Thousand and Seven, by and between The Mayor and Common Council of Westminster, a municipal corporation of the State of Maryland, party of the first part, hereinafter referred to as "City", and Robin Ford Building and Remodeling, Inc., party of the second part, hereinafter referred to as "Developer"; and

WHEREAS, Developer owns approximately 7.7084 acres of property, located off of Chase Street, that is zoned "R-10,000 Residential Zone"; and

WHEREAS, Developer has proposed to construct at this time The Overlook at Kings Park which consist of approximately 15 proposed Single Family dwellings in accordance with Article XIII of Chapter 164 of the City Zoning and Subdivision Ordinance;

WHEREAS, City approved Preliminary Plan for The Overlook at Kings Park on November 10, 2005;

WHEREAS, City approved the Plats for The Overlook at Kings Park Village of on April 20, 2006, and

WHEREAS, Developer desires to complete the development of The Overlook at Kings Park;

WHEREAS, prior to the issuance of any building permits there for, City requires that a guarantee be furnished by Developer to complete those public improvements required by City as shown, or to be shown, on the final approved construction plans and/or such off-site improvements as may be required by City, the guarantee being evidence of financial responsibility in the form of a performance bond, irrevocable letter of credit or passbook assignment to protect City and the residents thereof from the costs of failure to complete in the required manner the necessary public improvements; and

WHEREAS, it is the purpose of this Agreement to guarantee completion of all required site improvements in the said approved Residential Development for the work listed below according to the approved plans and specifications to be subsequently attached hereto and approved by City:

Water (A-888)
Sanitary Sewer (S-04-03)
Roads, Sidewalks, Storm Drains and Curb and Gutter (R-214-C)
Certified Soils Compaction Technician
Storm Water Management and Water Quality Facilities
Stake-Out
As-Built Preparation
Landscaping
Grading and Erosion and Sedimentation Control Facilities

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar, in hand paid by each of the parties hereto unto the other, the receipt of which is severally acknowledged, and in further consideration of the premises, and of the mutual undertakings, agreements and covenants herein expressed, the parties hereto agree as follows:

1. Developer hereby agrees to develop construction plans, specifications, and rights-of-way plats and descriptions, and submit them to the City for their review and approval. These plans should indicate the type, size, and location of the proposed water, sanitary sewer and storm drain lines and proposed grades for the construction of this project and shall also include all related appurtenances thereto. These plans and specifications shall indicate all proposed road, curb and gutter, sidewalks, landscaping, grading and erosion and sedimentation control and stormwater

management construction on this project. These plans and specifications shall be submitted and approved prior to issuance of any building permits. Developer shall submit plans to the City for it's use in acquiring appropriate permits from agencies having jurisdiction over any of the proposed construction. Upon execution of this Agreement, drawings and specifications prepared by Robin Ford Building & Remodeling, Inc., shall become part of this Agreement. Developer further agrees to furnish "As-Built" construction drawings tying into U.S.G.S. datum to the City for its future reference at the Developer's expense.

Developer shall furnish at a time determined by City a standard corporate performance and payment bond, irrevocable letter of credit or passbook assignment approved by City in the amount of the full contract price for the construction cost of the water and sanitary sewer system, roads, curb and gutter, sidewalks, landscaping, street lighting, street signage, storm drains, grading and erosion and sedimentation control facilities, stormwater management facilities, and other required facilities and contracts as a guarantee for the satisfactory and timely completion of said work. The provisions of said bond, irrevocable letter of credit or passbook assignment shall be on a form approved by City. City agrees that it shall permit the bond, irrevocable letter of credit or passbook assignment to be reduced as certain of the said work is completed based on the trade breakdown of completed work approved by City with each of said reductions to be in the amount shown on the trade breakdown for the item completed. If an irrevocable letter of credit is utilized by Developer, it shall contain the following language in addition to any and all other language and requirements deemed appropriate by City:

> It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless sixty (60) days prior to such expiration date you are notified by registered letter that we elect not to consider this Letter of Credit renewed for any such additional period.

2. In the event Developer fails to construct the required improvements herein and in accordance with the above described plans and specifications, or fails to convey the right-of-way for public roads and storm drains therein, and/or required easements for Public Facilities, or fails to commence appropriate and effective corrective action within the time periods set forth in paragraph 3 herein after written notification by City of non-compliance with specified engineering requirements during the construction of said improvements, or otherwise fails to perform this Agreement as herein set forth, then City shall have the right to require

indemnification from Developer as to loss or expense incurred by City by reason of the failure of Developer to perform this Agreement, and also shall have the right to refuse to accept or to maintain said public improvements until the same are fully completed by Developer, or at its option, City may accept and record deeds for the easements and/or rights-of-way described by plats and enter into and upon the same for the purpose of constructing the required improvements.

3. In the event of default by Developer in performance of this Agreement, City shall give notice in writing to Developer and to Developer's mortgagee, if any, of such default. Developer's mortgagee, if any, shall have the right, but not the obligation, to cure such default and City agrees to accept such cure as if made by Developer. Subject to the last sentence in this paragraph, in the event that such default has not been cured by either Developer or Developer's mortgagee within fifteen (15) days after receipt of such written notice, City shall give the Surety written notification of said default, and the Surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such reasonable period as City may specify; or (b) indemnify City against loss or expense arising out of failure of Developer to complete said improvements as required by the terms of this Agreement. If Surety fails to take the required corrective action, it is hereby stipulated that any construction or conveyance privileges granted to Developer for the improvements guaranteed by this Agreement may be suspended by order of City as may be necessary to protect the public interest in the premises pending completion of the required improvements. Notwithstanding the above, so long as Developer or Developer's mortgagee, if it so elects, has commenced to cure and is diligently proceeding to cure a non-monetary default, the time period within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence.

4. City, in addition to any recovery under the guarantee shall, nevertheless have the right to action against Developer for such additional costs as may be necessarily incurred in order to complete the required improvements herein described in accordance with the applicable plans and specifications.

5. All right, title and interest in and to all drainage and utility easements, public streets and public roadways, and all public improvements located therein, including but not limited to, water mains, sewer mains, storm drain lines, storm water management facilities, and all related

accessories and appurtenances of any of the foregoing are expressly reserved unto the Developer for conveyance to the City or other applicable governmental authorities as may be requested by such governmental authorities.

6. Developer shall defray all costs incurred by City in connection with the inspection of those facilities to be taken over by City, the construction cost for work performed by request of Developer by letter, and the fees of consultants, including legal, engineering and other appropriate professionals, employed by City to review contract documents, perform tests and observe construction of items to be conveyed to City. It is further understood that Developer will be charged two (2) times direct cost for construction inspection by City forces for this project. For this purpose, Developer agrees to pay valid invoices within thirty (30) days of the dates thereof.

7. Developer shall incorporate sedimentation and erosion control facilities, approved by City and Soil Conservation District, in the development and construct and maintain said facilities until such time as City and Soil Conservation District notify Developer in writing of those facilities no longer required at which time those facilities no longer required shall be removed and the land returned to a condition acceptable to City by Developer. Developer's performance bond, irrevocable letter of credit or passbook account issued pursuant to paragraph 1 shall include an amount sufficient to cover the cost of erosion and sedimentation control facilities.

8. Developer, upon application for building permits, shall make payment to the City for all water and sanitary sewerage special benefit assessment charges resulting from the approved plans and specifications pertaining to the Residential Development in accordance with Sections 124-13 and 160-8 of the Charter and Code of Laws as adopted by the Mayor and Common Council and any amendments thereto as from time to time are adopted. Developer shall install all water and sanitary sewer service laterals as a part of the extension of the water and sanitary sewer mains resulting from the approved plats, plans and specifications, pertaining to the Residential Development property. For each lateral that is extended as part of the initial contract by the Developer, Developer and/or its assigns shall be exempted from the normal connection charges as would ordinarily be imposed by the City in accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws as adopted by the Mayor and Common Council of Westminster and any amendments pertaining thereto. However, Developer and/or assigns shall pay the invoiced cost of water meters which the City will furnish for installation by the Developer or the assigns

plumbers. The City shall be responsible for installation of the remote registers.

9. Developer, upon application for building permits, shall make payment to the City for all Special Capital Benefit Assessment charges in accordance with the Schedule contained in Section 133-3 of the Charter and Code of Laws as adopted by the Mayor and Common Council and any amendments thereto as from time to time are adopted.

10. Developer shall employ contractors subject to concurrence by City for the performance of all work in connection with roads, curb and gutter, sidewalks, storm drains, landscaping, the water and sanitary sewer system, the erosion and sedimentation control facilities, and the stormwater management facilities in accordance with plans and specifications which shall have been submitted and accepted by City and said contractors shall be subject to any prequalification standards which may be in existence, adopted, or hereafter adopted or modified as being in the best interests of City. City shall have the right to review all contractors and awards for such construction.

11. Should proposed construction covered under this Agreement not be started within two (2) years of date of execution of this Agreement, this Agreement shall expire and a new Agreement shall be executed incorporating any changes, increased guarantees, or conditions as may be required by City.

12. Developer shall submit to City, for informational purposes only, exterior design elevations and samples of exterior building materials prior to the issuance of building permits.

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

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

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

15. Developer shall assign a project superintendent who will be on site and who will be responsible for coordination of all work and provide liaison with City representatives. The Developer shall notify City of the name of such superintendent in writing.

16. Developer shall hold City harmless and indemnify it from any and all claims arising from the operations of Developer, its contractors and agents.

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

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

19. Developer agrees to incorporate in the plans for said Residential Development covered by this Agreement stormwater management facilities designed in accordance with WRA regulations .01 - .19 COMAR .08.05.05 entitled "Storm Water Management" (effective 7-1-84 and any amendments thereto) and stormwater management regulations of the City. All calculations and designs for stormwater management will be reviewed and approved by the City prior to issuance of any building permits. Developer, his successors and assigns, shall maintain such stormwater management facilities, or cause the same to be maintained. For the purposes herein, maintenance shall include mowing such area periodically as necessary and doing any and all work, repair and replacement necessary to comply with any rules, regulations and standards

promulgated by or imposed by the City and other applicable governmental authority. Developer shall furnish a guarantee acceptable to the City to provide for such maintenance, the guarantee being evidence of financial responsibility in the form of a performance and payment bond, irrevocable letter of credit or passbook assignment to protect the City and residents thereof from the costs of Developer's failure to perform such maintenance as may be required. On the date that Developer tenders to City the "Stormwater Maintenance Amount" (as defined below in regard to a given stormwater management facility) but no earlier than the second anniversary of the date on which the City approved completion of the same, Developer no longer shall be responsible for the maintenance of such facility and City shall assume the obligation of maintaining the said facility. For the purposes of this Agreement the Stormwater Maintenance Amount for each facility shall be an amount, estimated to be sufficient to cover maintenance of such facility over the next following ten (10) years discounted by anticipated accrued interest thereon. The City shall determine the amount of the Stormwater Maintenance Amount, employing estimating techniques and practices then in current common professional use, and shall notify Developer of the same no later than twenty (20) months next after the date on which the City approved the completion of such Stormwater facility. Such notice shall include a detailed statement as to the assumptions and calculations employed in determining the Stormwater Maintenance Amount. In the event that Developer does not accept such determination, Developer may engage a professional civil engineer licensed in the State of Maryland to make an independent determination of the Stormwater Maintenance Amount. Developer shall give City notice of the assumptions and calculations used in such determination. In the event that Developer's determination and that developed by the City differ by not more than fifteen percent (15%) of the smaller of the such amounts, then the Stormwater Maintenance Amount shall be the smaller amount increased by one-half (½) of the difference between the two. In the event that the difference between the two determinations exceeds fifteen percent (15%) of the smaller of the two, the City at its option, may accept the Developer's determination or shall engage a professional civil engineer licensed in the State of Maryland to undertake a third and independent determination. In such case, the Stormwater Maintenance Amount shall be the total of one-half (½) of the difference between those two determinations (of the three (3) mentioned above) between which there is the least difference added to the smaller of those two determinations. The party responsible for that determination not so employed shall be

responsible for the cost of obtaining the third determination. Notwithstanding anything herein to the contrary, at such time as the Stormwater Maintenance Amount is tendered, the above-mentioned bond shall be released in favor of the Developer.

20. No certificate of occupancy shall be issued without written certification of Department of Planning and Public Works of City of the satisfactory completion of all work required to be performed hereunder by Developer. City agrees that the Department of Planning and Public Works shall certify the completion of the work at such time as such work is completed.

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

22. City agrees that whenever approval is required for plans and specifications, such approval shall be given if such plans and specifications comply with all applicable codes and the approved Preliminary Plan.

23. Nothing herein shall be construed to waive the right of City to maintain a suit against Developer and/or Surety on the indemnity bond or letter of credit nor to assign the right to recover the indemnity herein provided in whole or in part.

24. This Agreement and Developer's rights and obligations there under, may be assigned or transferred by Developer to any persons, firm or corporation of financial standing reasonably sufficient to fulfill the obligations of Developer under this Agreement, upon the written consent of the City. Upon written approval by City of such assignment or transfer, Developer shall have

not further liability or obligation hereunder other than that which may have existed prior to the effective date of the assignment or transfer.

25. Pursuant to Section 164-199 F of the Charter and Code of the City of Westminster, the Developer acknowledges and agrees that no more than fifty (50) building permits will be issued for said property during any calendar year for dwelling units to be constructed in accordance with the approved final plats and related plans, specifications and agreements.

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

27. City retains the absolute right to withhold its approval of both buildings and use and occupancy permits for the dwelling units shown on the record plats, or part thereof, of said Residential Development if, during the performance of this Agreement the Developer or its assigns fails to perform the requirements specified in this Agreement including, but not limited to, payment of all applicable invoices, maintenance of surety and other related requirements, as well as failure to protect the health, safety and welfare of the City and its residents as determined by City.

28. Developer shall, within sixty (60) days after approval of the final plats for said Residential Development, provide the City Department of Planning and Public Works with draft copies of all deeds of conveyance, deeds of easements, and other required legal documents pertaining to said property for review and approval by the City Attorney. All costs relating to the preparation of legal documents, review by the City Attorney and recordation shall be the responsibility of the Developer. Developer agrees to pay the City's invoices for said costs within thirty (30) days of the date thereof.

29. The City and Developer acknowledge and agree that this Agreement may only be modified or changed in writing and signed between the parties, and that this document constitutes the entire Agreement between them it being expressly understood that no verbal notices or agreements shall be effective.

IN WITNESS WHERE OF City and Developer have caused this instrument to be duly executed by their respective officers hereunto duly authorized and have placed it under seal.

ATTEST:

Barbara Sardi

Robin Ford Building & Remodeling, Inc.

(Seal)

Robin L. Ford,
President

ATTEST:

Laurel E. Taylor, City Clerk

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

(Seal)

Thomas K. Ferguson, Mayor

Recommended for Approval:

Jeffery D. Glass, Acting Director of Planning and Public Works

Approved as to form and legal Sufficiency this 3d day of _____, 2007.

John B. Walsh, Jr.
City Attorney

STATE OF MARYLAND
COUNTY OF _____

On this 28th day of June, 2007, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the under-signed officer, personally appeared, ROBIN L. FORD, who acknowledged himself to be President of Robin Ford Building & Remodeling, Inc, and that he, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of himself in his capacity therein stated.

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

Denise D. Rus
Notary Public

My Commission expires 8/1/11

STATE OF MARYLAND
COUNTY OF CARROLL

On this 10th day of July, 2007, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared THOMAS K. FERGUSON, who acknowledged himself to be the Mayor of The Mayor and Common Council of Westminster, a municipal corporation of the State of Maryland, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

SHARON L. MARTIN NOTARY PUBLIC CARROLL COUNTY, MD

Sharon Martin
Notary Public

My Commission expires 9-22-07

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: July 15, 2020

Re: Approval – Public Works Agreement No. 1136 – Sewer Connection at 950 Gist Road

Background

On June 25, 2020, the Community Planning and Development Department approved an emergency sewer connection to replace a failed private on-site system at 950 Gist Road. The applicant and the City have finalized the associated Public Works Agreement and surety.

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

After passage by the Common Council and approval via signature by the Mayor, the attached document will be kept on file in the City Clerk's Office.

Recommendation

Staff recommends approval of Public Works Agreement No. 1136 for the sewer connection at 950 Gist Road.

Attachment

- Public Works Agreement No. A-1136

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

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A – 1136

APPLICATION FOR THE CONSTRUCTION OF

SANITARY SEWER LATERAL CONNECTION
950 GIST ROAD

Project: Sanitary Sewer Lateral

Location: 950 Gist Road Westminster MD
21157 Tax ID # 07 - 040598

Owner: Frank Stracke

THIS AGREEMENT is made this _____ day of _____, 20___, by and between The Mayor and Common Council of Westminster (hereinafter "the City"), a municipal corporation of the State of Maryland, and Frank Stracke (hereinafter "the Owner").

WHEREAS, the Owner owns a Carroll County parcel of land situated outside the corporate boundaries of the City being the lot known as 950 Gist Road, and is located in the Westminster Water and Sewer Service Area; and

WHEREAS, the Owner has proposed to connect to the City Public Sanitary Sewer Service Area (hereinafter, "the Project") in accordance with the provisions set forth in Article VIII of the City Zoning Ordinance; and

WHEREAS, the City approved the Sewer Allocation for the Project on June 25, 2020; and

IN WITNESS WHEREOF, the City and the Owner have caused this instrument to be duly executed under seal.

FLORE A KROU BILE
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 12-31-2022

ATTEST: OWNER

7/9/2020 By : FRANK STRACKE III (Seal)

ATTEST: THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ By: _____(Seal)
Shannon M. Visocsky, City Clerk Joe Dominick, Mayor

Recommended for Approval: Recommended for Approval:

_____ _____
Mark Depo, Director
Community Planning and Development

Jeffery D. Glass,
Director Public Works

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

_____
Elissa D. Levan, City Attorney

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: July 7, 2020

Re: FY 2021 Grant Agreement – Mid-Atlantic Gigabit Innovation Collaboratory

Background

The Fiscal Year (FY) 2021 budget allocates $80,000 in grant funding to support the activities of the Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC). The City provided an equivalent grant amount to MAGIC in FY 2018, FY 2019, and FY 2020.

Staff recommends that the City once again formally recognize this budgetary allocation though the execution of a grant agreement between the parties. Attached for your review and consideration is a proposed grant agreement between the City of Westminster and MAGIC, which outlines the terms and conditions of the grant funding to be provided in FY 2021.

Exhibit A of the agreement sets forth certain program measures to keep the City apprised of MAGIC's progress in attaining certain goals related to its mission of promoting a culture of technology in Westminster and Carroll County. In consultation with the Mayor and the Common Council's Economic Development Committee, staff has modified the program measures from those included in the FY 2020 grant agreement. Modifications to the program measures from the prior year are highlighted in yellow.

As is the current practice, the proposed FY 2021 grant agreement calls for MAGIC to report publicly to the Mayor and Common Council on a quarterly basis on its progress in meeting the program measures. MAGIC would also be required to file a written final report after the conclusion of FY 2021.

Recommendation

Staff recommends that the Mayor and Common Council review the proposed FY 2021 grant agreement and, if acceptable, approve its execution by the City Administrator.

Attachment

- Proposed Grant Agreement between the City and the Mid-Atlantic Gigabit Innovation Laboratory for FY 2021

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

CITY OF WESTMINSTER GRANT AGREEMENT
FISCAL YEAR 2021

Grantee: Mid-Atlantic Gigabit Innovation Laboratory
P.O. Box 517
Westminster, Maryland 21158
ATTN: Tyler Sturgill, Treasurer

The Mayor and Council of Westminster, Maryland has authorized a grant of funds to the above-named Grantee for Fiscal Year 2021 in the amount of $80,000.00. This grant (hereinafter the "Grant") is administered by the Westminster City Administrator. Any questions concerning this grant are to be addressed to the City Administrator.

The Grant, and the disbursement of grant funds (hereinafter the "Grant Funds") to Grantee, is subject to the following conditions:

1. Grantee agrees to utilize the grant funds to create and nurture a tech entrepreneur ecosystem in Carroll County; to reach, teach, and train entrepreneurial talent to populate the tech ecosystem; and to accelerate the development of new technologies, particularly involving gigabit broadband (hereinafter the "Grant Services"). The goal of these activities is to develop a culture of technology entrepreneurialism focused on Westminster, and to attract innovators, companies, and investors to a growing pool of tech talent in Westminster and Carroll County. Any changes or modifications to these Grant Services must receive prior written approval from the Westminster City Administrator.

2. The City of Westminster will disburse the Grant Funds to Grantee during Fiscal Year 2021 (July 1, 2020 – June 30, 2021) in an amount not to exceed $80,000.00. The City agrees to make four installment payments in the amount of $20,000.00 each, to be paid in the months of July, October, January, and April.

3. Grantee shall report publicly to the Mayor and Common Council on a quarterly basis, describing progress in meeting the program measures outlined in Exhibit A.

4. Grantee will submit a written final report by August 31, 2021, describing progress in meeting the program measures outlined in Exhibit A.

5. Grantee shall provide the City with a copy of its financial statements at the end of the Grantee's current fiscal year. Grantee shall further provide the City with any additional documents and information that the City may request. Grantee shall also make available to the City, upon request, its internal policies, practices, books, and records relating to the provision of the Grant Services and the use of Grant Funds.

6. In its discretion, the City may appoint a member of the Common Council to serve as a non-voting liaison to the Grantee's Board of Directors.

7. Grantee shall perform the Grant Services as an independent contractor and shall not be considered an agent of the City, nor shall any of the employees or agents of Grantee be considered sub-agents of the City.

8. Grantee shall not discriminate against any person in employment or in the provision of the Grant Services because of race, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

9. Grantee shall, at Grantee's expense, be responsible for obtaining all necessary licenses and/or approvals and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the Grant Services.

10. Grantee shall not assign or transfer the Grant, Grant Funds, or the obligation to perform the Grant Services, except as expressly authorized by the City Administrator.

11. It is agreed that Grantee shall indemnify and hold harmless the City, its officers, agents, and employees from any and all suits, actions, claims, damages, and costs of every nature and description to which the City many be subjected by reason of injury to person or property resulting from Grantee's conduct or negligence or that of its agents, employees, or subcontractors in the performance of its duties under this Grant. Grantee shall be responsible for all damage to persons or property, which occurs or is a result of its conduct and shall take proper safety and health precautions to protect all employees and members of the general public. Grantee shall be responsible for claims of liability, loss or damage which may be attributable in whole or in part to its negligence or misconduct, excepting however such claims or damages as may be attributable to the direct or willful negligence of the City, its officers, agents, or employees.

12. The City shall have access to and the right to examine any financial records of Grantee. Grantee shall retain records pertaining to the Grant for at least five (5) years or such longer time as may be required by the City and shall contact the City before disposing of the records.

13. Grantee is responsible for insuring that Grant Funds are properly used in connection with the provision of Grant Services. The City reserves the right to demand repayment of any Grant Funds misappropriated to other purposes. If repayment is not made within ten (10) business days of such demand, the City may issue a lien against the Grantee's property and/or take such other actions as permitted by law.

14. All exhibits attached to this Grant are incorporated herein and made a part hereof. This Grant, including the exhibits attached, constitutes the entire agreement between the City and the Grantee, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein. This Grant is executed in the State of Maryland and shall be governed by Maryland law. The Grantee, by execution of this Grant, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Agreement and further consents to venue in Carroll County, Maryland. If any provision of this Grant is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Grant shall remain operative and binding on the parties.

By signing below, Grantee hereby acknowledges, accepts, and agrees to abide by the foregoing grant conditions. The Grant shall automatically be revoked and terminated if any of the foregoing conditions are altered or modified without the express written approval of the City Administrator or her designee.

By: _____ (authorized Grantee representative signature)

_____ (name and title must be printed under signature)

_____ (date of agreement execution)

By: _____
Barbara B. Matthews, City Administrator

_____ (date of agreement execution)

EXHIBIT A

Mid-Atlantic Gigabit Innovation Collaboratory
Program Measures

Measurement/Activity	Q1	Q2	Q3	Q4	Total
Number of sponsors participating in special events					
Event sponsor revenue received					
Stakeholder revenue generated					
Number of grant applications submitted					
Number of grant applications awarded					
Grant funding (single year) awarded					
Grant funding (multi-year) awarded					
Number of volunteers from venture capitalists, startups, and tech companies					
Number of outreach meetings held with Westminster-based business CEOs					
Number of outreach meetings held with business CEOS outside the City of Westminster					
Jobs placed/facilitated within the City of Westminster					
Jobs placed/facilitated outside the City of Westminster					
Number of conferences/events attended or hosted					
Number of conferences/business events attended at which the Westminster Fiber Network was promoted					
Coverage in local and regional news publications					