1. Agenda 02 24 20

Documents:

AGENDA 02 24 20.PDF

1.I. Council Packet 02 24 20

Documents:

COUNCIL PACKET 02 24 20.PDF

AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, February 24, 2020 at 7 pm
Council Chambers of City Hall, 1838 Emerald Hill Lane, Westminster, MD

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A) Mayor and Common Council Meeting of February 10, 2020

3. PUBLIC HEARING

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

4. CONSENT CALENDAR

A) Approval of January 2020 Departmental Operating Reports

5. REPORT FROM THE MAYOR

6. REPORTS FROM STANDING COMMITTEES

A) Arts Council

B) Economic & Community Development Committee

C) Finance Committee

D) Personnel Committee

E) Public Safety Committee

F) Public Works Committee

G) Recreation & Parks Committee

7. COUNCIL COMMENTS AND DISCUSSION

8. BIDS

A) Award of Contract – Spatial Systems Associates, Inc. – Ms. Palmer

9. ORDINANCES & RESOLUTIONS

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

B) Adoption of Emergency Ordinance No. 921, Authorizing the Conveyance of a Right-of-Way to Baltimore Gas and Electric Company for the Purpose of Installing, Reconstructing, Operating, and Maintaining Certain Electricity Transmission Facilities to Provide Power to the City’s Wastewater Treatment Plant, Across City Property Situated on the North Side of New Windsor Road (Route 31), West Side of New Windsor Pike – Mr. Glass

C) Approval of Resolution No. 20-01 – Approving and Adopting Plan Documents for the City’s Cafeteria Benefits Plan Including Its Flexible Spending Account – Ms. Childs

10. UNFINISHED BUSINESS

11. NEW BUSINESS

A) Vote to go into a Closed Meeting

12. DEPARTMENTAL REPORTS

13. CITIZEN COMMENTS

14. ADJOURNMENT

15. CLOSED MEETING

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MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, February 10, 2020 at 7 pm

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

Staff Present: Director of Community Planning and Development Depo, Deputy Director of Public Works Dick, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Administrator Matthews, Director of Housing Services Valenzisi, and City Clerk Visocsky.

APPROVAL OF MINUTES
President Pecoraro requested a motion to approve the Mayor and Common Council Meeting minutes of January 27, 2020.

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

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

CONSENT CALENDAR
President Pecoraro requested a motion to approve the Consent Calendar that consisted of the approval of the LEAD Memorandum of Understanding for Carroll County.

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

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

REPORT FROM THE MAYOR
Mayor Dominick reported that a tornado touched down in the Westminster area on February 7, 2020. He thanked the Technology Department, Police Department, and Public Works Department staff members who responded to emergency calls and worked to clean the City of debris, downed trees, and wires. Mayor Dominick shared that he had received numerous compliments from community members regarding the excellent work and responsiveness by City employees. He then expressed his appreciation to Congressman Raskin, who reached out to him to offer federal assistance to the City. Mayor Dominick confirmed that no injuries were reported from the tornado.

REPORTS FROM STANDING COMMITTEES
There were no reports from the following Standing Committees: Public Safety and Public Works.

Councilmember Dayhoff, on behalf of the Arts Council, reported that the Carroll Arts Center would host its 17th Annual Foreign Film Festival every Friday during the month of February. He also reported that the Arts Council would hold a one-day workshop, The Basics of Peep Sculpting, on February 22, 2020,

in preparation for its annual PEEPshow event. Councilmember Dayhoff encouraged everyone to check the Arts Council's website for other upcoming events.

President Pecoraro, on behalf of the Economic and Community Development Committee, reported on the Committee meeting held on February 7, 2020. He informed his colleagues that the Committee discussed upcoming City projects, including the redevelopment of the former Stocksdale Property. President Pecoraro shared that the Committee would be meeting with Partners for Economic Solutions, the firm hired to assist the City with the property's redevelopment, later in February.

President Pecoraro, on behalf of the Finance Committee, reported that development of the FY 2021 budget was underway. Ms. Matthews and Director of Finance and Administrative Services Palmer would be meeting with each department to review their budget requests.

Councilmember Gilbert, on behalf of the Personnel Committee, reported that the Committee was scheduled to meet on February 19, 2020 to discuss moving forward with changes to the employee handbook.

Councilmember Dayhoff, on behalf of the Recreation and Parks Committee, reported that the Committee had a productive meeting on February 5, 2020, at which it discussed the following matters:

- Family Center Shower Stall Repairs;
- Grant Submission for the Lime Kiln Park Project;
- Program Open Space Grant Submission for Wakefield Valley;
- Proposal to bringing Bocce Ball to Westminster; and,
- Improvements needed to the Westminster Municipal Pool.

COUNCIL COMMENTS AND DISCUSSION

Councilmember Dayhoff shared that the Carroll County Coalition of the Maryland Lynching Memorial Project would hold a public meeting on February 15, 2020 at the Westminster Library. The purpose of the meeting was to explore ideas for community remembrance projects in Carroll County.

Councilmember Gilbert updated the Mayor and Common Council on upcoming events to commemorate 2020 as the Year of the Woman in Maryland to align with the 100th anniversary of the ratification of the 19th Amendment giving women the right to vote, as declared by Governor Larry Hogan. She and 15 community members attended a meeting in Mt. Airy on February 5, 2020 to collaborate on events for this commemoration. The Carroll County Historical Society is planning commemorative events, and will be contacted regarding their plans.

Councilmember Gilbert then shared that the following events would be held:

- An essay contest was being coordinated through the local schools;
- Dr. Warren Dorsey from the Historical Society would be speaking at the Cockey's Tavern on February 27, 2020;
- Powerful Women in the Park, held in City Park, would be on August 16, 2020; and,
- A launch of the Words of Empowerment/ Encouragement Campaign would take place at the Library beginning the week of February 10, 2020.

Additionally, the group has coordinated with Recreation and Parks Department to tie in a small event during both the Celtic Canter and Downtown Irish Festival and the Flower and Jazz Festival.

BIDS

Replacement Utility Maintenance Skid Steer Loader

Mr. Dick stated that the City's adopted FY 2020 budget allocated funding in the amount of $50,000 for the replacement of a skid steer loader and flail mower attachment for the Utility Maintenance Department. Of this amount, $25,000 is budgeted in the Water Fund and $25,000 is budgeted in the Sewer Fund.

Mr. Dick informed the Mayor and Common Council that the skid steer and attachment were available via an existing Sourcewell contract. The equipment being purchased is a Bobcat S595 T4 with a flail mower attachment. He stated that the quote and specification sheets were included in the agenda packet.

Mr. Dick stated that the skid steer loader costs $41,662.09, while the attachment has an associated cost of $6,920.63. The total cost of this procurement was $48,582.72, inclusive of the selected options.

Mr. Dick recommended that the Mayor and Common Council authorize the purchase of the skid steer loader and flail mower attachment from Metro Bobcat in the total amount of $48,582.72.

Councilmember Dayhoff moved, seconded by Councilmember Gilbert, to approve the purchase of the skid steer loader and flail mower attachment from Metro Bobcat in the total amount of $48,582.72.

VOTE

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

DEPARTMENTAL REPORTS

City Administrator

Ms. Matthews reported that the 45 West Main Street Renovation Project was progressing well; the next biweekly progress meeting was scheduled for February 11, 2020. She informed the Mayor and Common Council that work to date was focused primarily on demolition efforts.

Ms. Matthews also reported that the community stakeholder interviews for the City's water reuse initiative had wrapped up earlier in the day. She shared that Katz and Associates would provide a summary report of the interviews in the near future.

As mentioned earlier by President Pecoraro, the Economic and Community Development Committee was scheduled to meet with the Partners for Economic Solutions, the firm hired by the City to assist redeveloping the former Stocksdale property, on February 21, 2020.

Ms. Matthews concluded her report by informing those in attendance that a public hearing regarding proposed Ordinance No. 920, restricting vaping in the City, would be held on February 24, 2020.

Community Planning & Development
Mr. Depo reported that the February meetings of the Historic District Commission and the Board of Zoning Appeals were canceled as there were no agenda items.

Mr. Depo also reported that the Planning and Zoning Commission would review the proposed Site Development Plan for Conifer Westminster Way, LLC at its meeting on February 13, 2020.

Westminster Police Department
Chief Ledwell reported that there were recent vehicle thefts from unlocked vehicles in the area of Westminster west of MD Route 31. Video surveillance was being reviewed to identify the suspect. He reminded the audience to lock their vehicles and keep valuables out of sight.

Chief Ledwell informed the Mayor and Common Council that Communications II Specialist Cheryl Pickett was retiring as of March 1, 2020, and PFC Keller had accepted a position at the Baltimore County Police Department. The Police Department has started the recruitment process to fill these vacancies.

Chief Ledwell concluded his report by sharing that the Coffee with Cops event held at Birdie's Café was a success, and allowed the officers to engage positively with community members.

Housing Services Department
Ms. Valenzisi reported that she and Code Enforcement Officer Roy Singer had been busy evaluating the impact of the February 7, 2020 tornado on rental units occupied by housing voucher program participants. She informed the Mayor and Common Council that seven units had sustained damage, but that the occupants had not been displaced. Ms. Valenzisi stated that she had been in touch with a representative of the HUD field office.

Ms. Valenzisi concluded her report by sharing that she and her staff continue to work on the administrative plan for the Housing Choice Voucher program.

Public Works Department
Mr. Dick reported that the weekly coordinating meeting regarding the ENR Project was held earlier in the day. When visiting the site, one can now see the work that has been completed.

Mr. Dick then informed the Mayor and Common Council that, following the tornado that struck the City on February 7, 2020, the Street Department responded to 19 emergency calls. Crews worked to remove debris and re-open the 12 roads and alleys closed due to the tornado damage. The Street Department canceled its regularly scheduled bulk trash pickups so that staff could focus on collecting tree limbs and brush. Mr. Dick informed the Mayor and Common Council that City staff was now evaluating damage in City parks.

Mr. Dick reported that the Westminster Fiber Network Maintenance Team responded to more than 50 fiber outages caused by the tornado and replaced 11 aerial drops. He stated that the Team's turnaround time in addressing the outages was impressive.

President Pecoraro suggested that the City look into federal and state disaster relief. Councilmember Dayhoff shared that he had reached out to Governor Hogan to request disaster relief assistance for the City. He stated that he would follow up on the request and report back to his colleagues.

Recreation and Parks Department
Ms. Gruber thanked the Westminster Police Department, Street Department, and Technology Department for their quick response following the tornado. She informed the Mayor and Common Council that the high winds caused a bleacher in City Park to go airborne, landing on a Family Center customer's vehicle. Ms. Gruber also stated that the Family Center lost its internet connection due to

the displacement of the wireless connection at City Hall. She expressed her appreciation to Technology staff for quickly finding a temporary solution to restore connectivity at the Family Center.

Ms. Gruber reported that tickets for the Westminster Stroll events would be available for purchase by February 14, 2020.

Ms. Gruber concluded her report by sharing that the Recreation and Parks Department is moving forward with preparations for summer camp.

Westminster Volunteer Fire Department
Councilmember Dayhoff, on behalf of Westminster Volunteer Fire Department (WVFD) President Dan Plunkert, provided the Mayor and Common Council with the monthly report. He reported the WVFD responded to 572 calls during the month of January, consisting of 77 fire calls and 495 EMS calls. Of these, 303 calls were within the City limits. Year-to-date, WFVD had responded to 77 fire calls and 495 EMS calls.

Additional Council Comments
Councilmember Dayhoff reported that he and Director of Public Works Glass met with Senators Ben Cardin and Chris Van Hollen on January 30, 2020 to discuss the re-authorization of the federal Alternative Water Supply Grant Program, which could potentially provide funding for the City's water re-use pilot project. Both Senator Cardin and Senator Van Hollen expressed support for the water re-use initiative.

CITIZEN COMMENTS
Tom Gordon, 42 West Green Street, thanked City staff for all of their hard work in cleaning up and responding to the community's needs following the tornado in Westminster.

Mr. Gordon then briefed the Mayor and Common Council on community efforts to restore Ellsworth Cemetery, an important part of the Westminster area's history. Grant opportunities were limited because the Cemetery was not located within the boundaries of a municipality. Mr. Gordon inquired if the City would consider annexing the Cemetery, which is located on Leidy Road. He stated that the scope of the work for the City would be minimal, as volunteers would continue to maintain the cemetery.

President Pecoraro directed Mr. Depo to look into annexing the Ellsworth Cemetery property into the City and report back to the Mayor and Common Council.

ADJOURNMENT
President Pecoraro adjourned the meeting at 7:32 pm.

Respectfully Submitted,

Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

To: Mayor and Common Council

From: Elissa D. Levan, City Attorney

Date: February 19, 2020

Re: Ordinance Prohibiting Vaping Where Smoking is Prohibited

Background

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

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

The Common Council introduced Ordinance No. 920 on January 13, 2020.

Since introduction, staff made a minor adjustment to the ordinance, adding the word "smoking" in subsection (B)(1). The Chief of Police pointed out that existing State smoking regulations banning smoking in certain places are not "self-executing" for local law enforcement purposes; this alteration is intended to address that omission.

Recommendation

Staff recommends that the Common Council amend proposed Ordinance No. 920 to add the word "smoking" in subsection (B)(1).

Following amendment of the ordinance, staff recommends that the Common Council vote to adopt Ordinance No. 920.

Attachment

- Ordinance No. 920, as amended since introduction

cc: Barbara B. Matthews, City Administrator

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

ORDINANCE NO. 920

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

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

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

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

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

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

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

Section 1. **NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Mayor and Common Council of Westminster, that Chapter 106, "Peace and Good Order", Article V, "Miscellaneous Offenses", be and hereby is amended to add Section 106-22, "Vaping prohibited", to read as follows:

SEC. 106-22. VAPING PROHIBITED.

A. DEFINITIONS.

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

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

B. PROHIBITED CONDUCT.

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

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

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

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

E. VIOLATIONS AND PENALTIES.

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

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

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

UNDERLINED SMALL CAPS	:	Indicate matter added to existing law.
~~Double strikethrough~~	:	Indicates matter deleted from ordinance after introduction.
Double underlining	:	Indicates matter added to ordinance after introduction.

Section 2. **BE IT FURTHER ORDAINED** by the Mayor and Common Council of Westminster that this Ordinance shall take effect on July 1, 2020, unless it is returned unsigned by the Mayor at the next meeting of The Mayor and Common Council, together with the Mayor's reasons for withholding his signature therefrom, and is not passed thereafter by the votes of four-fifths of the members of the Common Council, and further provided that it is posted after adoption for not less than two (2) weeks in some conspicuous location in the City Hall and recorded in a book provided for that purpose.

INTRODUCED this 13 day of January, 2020

_____
Shannon Visocsky, City Clerk

PASSED this _____day of February, 2020

_____
Shannon Visocsky, City Clerk

APPROVED this _____day of February, 2020

_____
Joe Dominick, Mayor

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

_____
Elissa D. Levan, City Attorney

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Finance

TREASURY REPORTS AS OF JANUARY 2020 – UNADJUSTED AND UNAUDITED

GENERAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	11,252,854	$	9,118,120	81%
Licenses and Permits		605,130		339,188	56%
Intergovernmental		2,267,199		1,275,488	56%
Charges for Services		1,188,653		761,224	64%
Fines & Forfeitures		105,500		72,385	69%
Miscellaneous Income		283,900		268,525	95%
Transfers	$	(599,767)	$	-	0%
GENERAL FUND APPROPRIATION BY ACTIVITY					
Community Support	$	37,422	$	12,927	35%
Facilities		301,875		134,267	44%
Finance		180,786		109,809	61%
Executive & Legislative		747,568		387,668	52%
Human Resources		131,540		68,753	52%
Planning, Zoning & Development		1,114,989		157,677	14%
Housing & Preservation Services		112,855		67,772	60%
Public Safety Department		7,212,898		4,468,407	62%
Public Works		3,271,377		1,663,398	51%
Recreation & Parks		1,474,537		873,486	59%
Technology	$	314,662	$	162,532	52%
Total General Fund Revenues	$	15,103,469	$	11,834,929	78%
Total General Fund Appropriations	$	14,900,509	$	8,106,695	54%

CAPITAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	2,198,960	$	2,048,008	93%
Intergovernmental		983,657		230,549	23%
Benefit Assessments		289,380		139,442	48%
Transfers		5,517,830		-	0%
CAPITAL FUND APPROPRIATION BY ACTIVITY					
Planning	$	742,304	$	732,304	99%
Facilities	$	5,892,803	$	110,542	2%
Public Safety Department		302,348		138,263	46%
Public Works		2,827,229		438,453	16%
Technology	$	-	$	-	0%
Total Capital Fund Revenues	$	8,989,827	$	2,417,999	27%
Total Capital Fund Appropriations	$	9,764,684	$	1,419,563	15%

PUBLIC HOUSING FUND REVENUES		Budget		Actual YTD	% to Budget
Housing Assistance Payments	$	2,186,233	$	1,226,031	56%
HAP Equity Reserve Transfer		75,000		-	0%
HUD Administrative Fee Distribution		215,000		122,589	57%
Miscellaneous Income	$	122,934	$	93,145	76%
PUBLIC HOUSING FUND EXPENDITURES					
Salaries & Benefits	$	235,641	$	137,528	58%
Administration		186,900		98,409	53%
Housing Assistance Payments		2,126,118		1,439,537	68%
Facilities	$	45,575	$	29,597	65%
Total PHA Fund Revenues	$	2,599,167	$	1,441,765	55%
Total PHA Fund Appropriations	$	2,594,234	$	1,705,071	66%

UTILITY FUND REVENUES		Budget		Actual YTD	% to Budget
Small Meter - City	$	3,984,382	$	2,239,782	56%
Small Meter - County		3,093,428		1,481,496	48%
Large Meter - City		2,857,459		1,224,141	43%
Large Meter - County		2,119,490		943,530	45%
Reclaimed - County		25,000		16,771	67%
Charges for Services		1,049,790		731,378	70%
Benefit Assessment Fees		784,880		379,304	48%
Carroll County Septage Facility		425,000		242,854	57%
Revenue Related to ENR/Biosolids Project		27,091,494		2,788,278	10%
UTILITY FUND APPROPRIATION BY ACTIVITY					
Community Support	$	24,844	$	25,853	104%
Facilities		131,450		72,088	55%
Finance		562,716		313,988	56%
Executive & Legislative		735,523		372,343	51%
Human Resources		320,748		153,679	48%
Planning, Zoning & Development		236,426		90,945	38%
Public Works		438,480		228,978	52%
Technology		1,213,344		331,594	27%
Utilities		1,695,805		881,342	52%
Water		3,617,436		1,304,863	36%
Wastewater	$	31,688,492	$	10,716,907	34%
Total Utility Fund Revenues	$	41,430,923	$	10,047,533	24%
Total Utility Fund Appropriations	$	40,665,264	$	14,492,580	36%

FIBER FUND OPERATING REVENUES		Budget		Actual YTD	% to Budget
Provider Fees - Units Passed	$	432,576	$	247,014	57%
Provider Fees - Subscriptions		345,994		155,448	0%
Miscellaneous		1,000		-	0%
Loan Proceeds		-		-	0%
General Fund Subsidy	$	617,078	$	-	0%
FIBER FUND OPERATING EXPENDITURES					
Public Works		66,944		38,919	58%
Technology		39,469		23,927	61%
Fiber	$	1,286,286	$	426,492	33%
Total Revenues	$	1,396,648	$	402,462	29%
Total Expenses	$	1,396,649	$	492,867	35%

Disbursements between $10,000 and $25,000 from January 20, 2020 through February 14, 2020:

Vendor Name	Description	Total Amount
BADGER METER INCORPORATED	METERS	$10,775.46
BALTIMORE GAS & ELECTRIC CO	BGE Electricity Dec	$13,850.46
CARROLL CABLE REG. COMMISSION	4TH QTR 2019 CABLE FRANCHISE FEE	$24,964.09
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$18,379.70
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$16,684.80
CONTINENTAL TECHNOLOGIES INC	SHIELDRISK ASSESSMENT	$24,000.00
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$21,113.43
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$20,895.87
MICRO-TECH DESIGNS, INC	SERVICE WTP UPS REPLACEMENT	$10,774.00
MORTON SALT INC	SALT	$10,531.52
MORTON SALT INC	SALT	$10,815.10
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,018.23
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,586.36
SUNTRUST BANK	MDCs for Police	$17,470.52
SUNTRUST BANK	New Recruits MPCTC Entry Academy	$15,000.00
UNITED HEALTHCARE	DEN/VIS INSURANCE - MARCH 2020	$10,021.58
UNITEDHEALTHCARE SPEC BENEFIT	SPECIALTY BENEFITS - FEBRUARY 2020	$10,156.13
WINCHESTER WEST LLC	FEBRUARY 20 RENT 56 W MAIN ST	$14,300.00

Operations Highlights

- Finance and Administrative Services Director Tammy Palmer continued to respond to requests from the audit team.

- The Finance Department responded to multiple emails and correspondences regarding procurement and disposals.

- Ms. Palmer responded to several requests and questions regarding bond releases.

- Ms. Palmer responded to twenty-three legislative impact requests from the Maryland Department of Legislative Services.

- Ms. Palmer consolidated the FY 2021 budget forms submitted by department directors and supervisors into the Master Budget file and scheduled meetings with the City Administrator to discuss their budget requests.

Technology Services

- Total Helpdesk tickets = 125, broken down below by department:
  - Technology Services = 20
  - Westminster Police = 17
  - Public Works = 13
  - Human Resources = 11
  - Finance = 15
  - Office of the City Administrator = 8
  - Public = 24
  - Recreation and Parks = 3
  - Community Planning and Development = 11
  - Housing and Code Enforcement = 3
  - Mayor and Common Council = 0

- Total emails allowed for January 2020 = 35,574K
- Total emails sent for January 2020 = 9,268
- Blocked emails for January 2020 = 71,979K

Projects:

- Replacement of core switching – planning phase
- Phone tree – in progress
- Document management solution – planning phase
- PCI Compliance Policy information – in progress
- Computer hard drive encryption – in progress
- Mobile device management – in progress
- Single Sign On – planning phase
- Upgrade operating systems from Windows 7 to Windows 10 – in progress
- Multi-factor authentication – testing
- Cashiering software upgrade – testing
- Risk and Recovery Assessment – completed
- Security awareness training – in progress

GIS:

- Facilitated GIS meeting with Carroll County and other municipalities to review GIS use in 911 systems with mission critical partners
- Identified the City's right-of-way for Police Department to resolve parking issues
- Researched parcel behind 650 Geneva Drive for Streets Department
- Provide drawings for Babylon Court for EN Engineering
- Communicated with Baltimore County to arrange a meeting with BGE on GIS data access
- Performed Carroll County data update
- Completed parcel research and layer creation
- Updated layers based on town description in SDAT
- Performed ArcOnline user management
- Changed group ownerships
- Deleted inactive or former employee accounts
- Managed geodatabase
- Completed updates and maintenance of Mobile 311 data
- Completed fiber drop/field check tickets in Mobile 311 for Public Works Department
- Provided total square mileage measurement of City limits for Police Department
- Completed edits to Westminster fiber and water/sewer area maps
- Provided fiber hub measurements to Ting
- Completed Designated Lane Use in Growth Area Boundary shapefile request
- Completed City-owned property/parcel data request for Community Planning and Development Department
- Performed edits to fiber documents (as-builts/redlines) of field work observations done by Public Works Department
- Completed 7-Eleven utility request from Bohler
- Received Stonegate Section 2 CAD as-builts from CLSI
- Completed 1300 Tech Court drawing request
- Performed Wimert Avenue addresses field check
- Scanned Village of Meadow Creek Sections I & II signed plans
- Completed Bolton Hill drawing request

Housing Services

Housing Program
- Housing Assistance Payments (HAP) $181,301
- Number of vouchers under lease as of the last day of the month = 276
- Wait list total active applicants = 1123
- Total HAP repayments received = $254
- Housing inspections = 28
- Filing rate in PIC = 99.5%

Code Enforcement
- 109 cases opened
- 50 cases closed

Rental Licensing
- Monthly licensing fees received $8,430
- Total $52,090

Community Planning & Development

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

    - Items prepared for the Board of Zoning Appeals included legal advertising and documentation for Case No. 20-01, regarding three proposed variances for Site Plan S-18-0012, Royal Farms #3237, located at 7 Corporate Center Court:

        1. Variance from the required minimum landscaping of two-and-one-half-inch caliper trees at a minimum of 30 feet on center. [Zoning Ordinance Section 164-69]

        2. Variance from the required minimum landscaping of a similarly landscaped earth mound at least three feet high between the parking area and any adjacent residential district or public right-of-way. [Zoning Ordinance Section 164-69]

        3. Variance from the required off-street parking requirements of when the lot on which parking spaces are located abuts the rear or side lot line of or is across the street from any land in a residential zone other than publicly owned land, a wall, fence or evergreen planting shall be maintained so as to screen substantially the parking lot from view from the nearest property in the residential zone…[Zoning Ordinance Section 164-70]

    - Items prepared for the Planning and Zoning Commission included coordination for an informal review of proposed Site Plan S-18-0012, Royal Farms #3237, located at 7 Corporate Center Court.

    - Items prepared for the Historic District Commission included the review of Façade Improvement Tax Credit Applications for properties located at 28 Liberty Street, 39-41 North Court Street, 66 East Main Street, 247-249 East Main Street, and 280 East Main Street.

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

COMMUNITY PLANNING AND DEVELOPMENT PERFORMANCE MEASURES	
Building Permits approved	21
Downtown Businesses Owner Inquiries	27
Downtown Businesses Visited	42
Historic District Commission items	1
Planning and Zoning Commission items	1
Sign Permits issued	2
Use and Occupancy	6
Water Allocations (GPD) approved	15,182 (tentative)
Zoning Verification letters	2
Zoning Inquiries	267

- Comprehensive Planner Andrea Gerhard mentioned that City staff has been busy with processing water and sewer allocations since the beginning of the year, when new allocations have become available.

- Comprehensive Planner Andrew Gray continues to coordinate Census outreach efforts with Carroll County Government and the seven other municipalities in the County. Mr. Gray also attended the Carroll County Traffic Team meeting to discuss traffic-related issues in and around the City. On January 21, Mr. Gray, City Administrator Matthews, and Assistant Director of Recreation and Parks Heather Mullendore met with McDaniel College students to discuss careers in local government. Mr. Gray also mentioned that City staff continues to be busy reviewing proposed development projects in the City.

- Main Street Manager Sandy Anderson reported that January was a busy month for planning the City's 2020 events. Some favorite events will return, and some new ones will be added. Governor Hogan proclaimed 2020 as the "Year of the Woman" in Maryland, and partners throughout the County met to discuss ways to incorporate this theme into each of their 2020 events. American Ice Company opened for business on West Main Street, offering coffee, and breakfast and lunch options. There has never been a better time to experience a variety of local food, shops, and entertainment in our City.

American Ice Company opened for business in January

- Finally, DCPD staff members answer hundreds of inquiries every month via email, by phone, and in person. DCPD also continues to meet with applicants and their attorneys to discuss annexations, proposed site development plans, building permits, water and sewer allocations, and a variety of City applications and processes. During the month of January, DCPD received over 3,210 emails and sent over 960 emails. Additionally, staff continues to review and coordinate the review and approval of new development in the City.

Human Resources

Benefits/Wellness

- Met with The Benecon Group and Cigna representatives to review the annual Cigna Consultative Analytics Report
- Staff participated in a Business Health Services (BHS) Employee Assistance Program (EAP) video conference on service enhancements and behavioral risk management solutions
- Researched various benefits in relation to a 12-hour police patrol work schedule
- Wellness Program
  - Held Lunch and learn on Allergies & Sinusitis: It's Nothing to Sneeze At Lunch & Learn – 15 attendees
  - Scheduled March Lunch and Learn for ConnectCare3 to present its new Chronic Disease Management Program

Employment/Recruitment

- Advertisements:

	Internal Advertisements	External Advertisements	Internal Applications Processed	External Applications Processed
Full-time	3	1	3	15
Part-time	0	0	0	0
Temporary	0	0	0	0
Seasonal	0	0	0	0

- Processed:

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

- Conducted one employee exit interview
- Updated Employee Handbook to incorporate the change in minimum part-time regular employee hours from 20 per week to 25 per week as approved by the Mayor and Council on January 27, 2020

Projects

- Reviewed and performed maintenance for the 2019 1095-Cs (Employer-Provided Health Insurance Offer and Coverage) in preparation of submission to IRS and distribution to employees
- Began cross-training staff for new employee orientation
- Finalized the seasonal employee performance evaluation forms for Recreation Department summer camp and pool employees
- Drafted a policy on workplace civility
- Prepared and distributed a flyer to employees for the purchase of City of Westminster t-shirts
- Reviewed summer camp and pool hourly rates for the upcoming season
- Prepared Human Resources budget for FY 2021

Risk Management

- Insurance Claims Filed

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

- Processed two CDL drivers for random drug testing per Department of Transportation (DOT) regulations
- Safety/Risk Coordinator Brian DeMay coordinated a Maryland Occupational Safety and Health consultation visit at the Streets Department.
- Annual Occupational Safety and Health Administration (OSHA) 300A Logs were prepared and distributed to all City departments for posting in accordance with OSHA regulations.
- Chesapeake Employers' Insurance claims and loss control representatives met with staff to review worker's compensation claims and trends.
- A representative of Carroll Occupational Health met with staff to review drug and alcohol testing protocols to prepare for implementation of the new drug and alcohol prevention policies.
- Formatted the new drug and alcohol policy documents, and finalized all associated forms
- Researched liability limits for Recreation Department contracts
- Assisted with a facility assessment for various areas of the Family Center building

Training/Meetings

- Human Resources Analyst Brenda Anders participated in a webinar on "Affordable Care Act (ACA) Reporting" offered by The Benecon Group.
- Human Resources Associate Beth Fahey attended a Frederick County Society for Human Resources Management (FCSHRM) meeting on "Strategic and Effective Utilization of Recruitment Resources in a Competitive Job Market."
- Ms. Fahey attended a wellness webinar presented by Weight Watchers (WW).
- Safety/Risk Coordinator Brian DeMay attended Criminal Justice Information Systems fingerprint training.
- Mr. DeMay attended a webinar on "This Week's Top Ten List: Defining the Ten Most Critical Risk Management Issues for Your Entity."

Police Department

Time Frame	Police Calls For Service	Adult Arrests	Juvenile Arrests	DUI Arrests	Traffic Citations	Foot/Bike/T3 Patrol Hours
January 2020	940	45	8	14	236	267
January 2019	951	44	4	4	250	130
2020 YTD Total	940	45	8	14	236	267
2019 YTD Total	951	44	4	4	250	130

Significant Cases in January:

Crime: Credit Card Fraud/Theft
Date: 01/05/2020
Location: 200 Englar Road – Planet Fitness
Details: The suspect stole the victim's wallet and proceeded to use the credit card at multiple neighboring stores. The investigator was able to identify the suspect through similar incidents in Harford County. A warrant has been issued for the suspect. There are currently 22 arrest warrants on file for the suspect through numerous jurisdictions.

Arrested/Charged: Omar M. Abraham (Age 36)

Crime: Theft/Theft Scheme
Date: 01/06/2020
Location: Sector 3
Details: Investigators noted a suspicious transaction on the Regional Automated Property Information System (RAPID). The suspect had pawned a Walmart gift card and a vacuum cleaner. The investigation revealed stolen property was returned to the store for the gift card. The suspect was charged and arrested.
Arrested/Charged: James T. Small (Age 65)

Crime: Assault – First Degree/Handgun Violation
Date: 01/11/2020
Location: South Church Street
Details: Officers responded to multiple shots fired in the area of South Church and Charles Street. An officer was able to identify the suspect from surveillance video. A witness advised that the suspect had fired a handgun at a vehicle in the alley to the rear of Charles Street. The probable victims in the incident are not cooperating with the investigation. On January 16, 2020, the suspect was located, arrested, and held without bond at the Carroll County Detention Center.
Arrested/Charged: Justin P. Carter (Age 34)

Crime: Assault – First Degree
Date: 01/24/2020
Location: 200 block East Main Street
Details: Officers responded for an assault in progress and found the victim with multiple stab wounds to the upper body. Witnesses were detaining the suspect at the scene. The suspect stated to witnesses that he was waiting for the victim to arrive with the intention of harming the victim. The suspect was arrested and charged. A grand jury is scheduled for mid-February to consider additional charges.
Arrested/Charged: Buck K. Sexton (Age 36)
Crime: Assault
Date: 01/24/2020
Location: 200 block East Main Street
Details: Officers responded to an assault in progress. The alleged victim advised officers that an unknown masked white male attacked her with a knife. She advised that the incident was related to the stabbing earlier in the day. The alleged victim displayed a superficial wound on her right side. The victim's allegation was not corroborated by witnesses or physical evidence. In September 2019, the victim also made an unfounded report of an assault.
Status: Unfounded

Crime: Robbery
Date: 01/26/2020
Location: Sector 3
Details: Officers responded to the area for a reported strong-arm robbery. The female juvenile victim stated a known individual had shoved her to the ground and had forcibly removed $50 from her jacket. The victim was re-interviewed and admitted that she was not pushed to the ground. Witnesses stated the alleged suspect and victim were engaged in a drug transaction. The suspect walked off with the money and did not return.
Status: Unfounded
Arrested/Charged: Juvenile – False Report (Age 17)

Departmental Information:

- Sergeant Stephen Blackwell earned a promotion to the rank of Lieutenant effective March 3, 2020.
- PFC Hoff and PFC Stahlman earned promotions to the rank of Acting Corporal effective March 3, 2020.
- The new twelve-hour patrol schedule and squad assignments will be implemented as of March 3, 2020.
- The two staff members below were recognized for outstanding performance for the 4th quarter of 2019:
  - Ms. Cheryl Pickett – Civilian of the Quarter
  - PFC Alexander DeAngelis – Officer of the Quarter

Recreation & Parks

Revenue

Pool	$5,159
Family Center	$23,985
All Strolls	$0
Programs & Events	$0
Halloween	$0
Miracle on Main Street	$0
Date Night	$9,155
Summer Camp	$0
Fallfest	$0
Facility Rentals	$535
Total Revenue	**$38,834**

Family Fitness Center

- Total gym entries = 4,548 members (4,378) and non-members (170) entered the facility during the month of January. This number does not include the total childcare entries listed below.

- Total childcare entries = 568 children entered childcare during the month of January.

- Total facility entries = 5,116

- Total active members as of January 1 = 1,255
  - Membership retention rate = 97%
  - Cancelled memberships during the month of January (individually counted) = 2

- Membership packages sold
  - Child supervision = 0
  - Corporate memberships = 0
  - Family memberships = 32 (individually numbered); 10 city resident, 5 non-resident, 17 one month
  - Individual memberships = 30; 6 city resident, 11 non-resident, 17 one month
  - Youth/Student memberships = 16; 5 city resident, 1 non-resident, 10 one month
  - Total new memberships = 78

- Group fitness class participation count:
  - Cardio = 1,553
  - Cycle = 466

- Yoga = 479
- Barre = 185
- Total = 2,683

Public Works

Wastewater Treatment Plant

Total Flow	148.464 MGD
Average Daily Flow	4.789 MGD
Sludge (Integrated Agronomics)	366.82 Wet Tons
Septage Sludge	84.11 Wet Tons

- Replaced extension shafting on recycle valves in Aeration Tank 1
- Replaced rotating assembly in return sludge pump 3
- Performed 4,000 lab analyses, including PCB and TCLP sludge sampling
- Entered and completed Facility Dude maintenance work orders
- Completed safety training
- Transported recyclables to the County landfill
- Performed routine maintenance

Utility Maintenance

- Water leaks
  - 704 Woodside Drive (main)
  - 441 Silver Court (main)
  - Greenwood Avenue (main)
  - 30 Hersh Avenue (service)
  - 225 North Center Street (private)
  - 334 Gorsuch Road (private)
  - Westmoreland Street (main)
  - 134 Greenvale Mews Drive (service)
  - Winged Foot Drive (private)

- Sewer blockages
  - 37 John Street (lateral)
  - 873 Eden Farm Circle (private)

- Fiber Repairs
  - 38 Carroll Street
  - 60 West Main Street
  - 12 Locust Lane

- Fiber Drop Installations
  - 606 Thornbury Court
  - 830 Quiet Meadow Court
  - 55 South Church Street
  - 55 South Bishop Street
  - 64 Bond Street
  - 521 Lakes Court
  - 235 Saint Mark's Way
  - 915 Burning Tree Lane

- 148 South Court Street
- 15 Kemper Avenue
- 60 West Main Street
- 67 Pond View Court
- 68 Madison Street
- 293 Bell Road
- 932 Litchfield Circle
- 116 East Main Street
- 986 Eckard Court
- 72 Pennsylvania Avenue
- 74 Pennsylvania Avenue
- 636 Friendship Road
- 635 Friendship Road
- 313 Janice Way
- 404 Baronets Court

Water Loss

Water Main Flushing	0.00MG
Water Leaks	0..29MG
Private Leaks	0.06MG
Sewer Main Flushing	0.010MG
Total Loss	**0.36MG**

- Miscellaneous tasks
  - Completed high water bill inspections, meter investigations, meter Installations, and meter readings
  - Completed water, sewer, and fiber markings
  - Completed water shut offs

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

Street Department

- Grounds Maintenance section performed the following tasks:
  - Cleaned all City parking lots
  - Cut trees and plants out of the fence at Dutterer Park and Tipple sediment pond
  - Removed Christmas trees from West Main Street and Pennsylvania Avenue, Belle Grove Square, and Locust Mall
  - Removed brush, metal, yard waste, and bulk trash
  - Repaired yard at 152 Willis Street from plow damage
  - Cut down Bradford pear tree at West End Place
  - Removed debris from grate at Mulligan Lane sediment pond
  - Removed snow from all City streets, alleys, and City parking lots

- Building Maintenance section performed the following tasks:
  - Collected parking meter money and maintained meters
  - Repaired and replaced high visibility signs on City streets
  - Performed maintenance at various City buildings
  - Removed Christmas decorations from East and West Main Streets, Pennsylvania Avenue, Locust Mall, and Belle Grove Square
  - Removed snow from all City streets, alleys, and City parking lots

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

Street Baskets	1.65 tons
Bulk Trash	39.46 tons
Brush	15.98 tons
Yard Waste	16.33 tons
Paper Recycling	0.00 tons
Street Sweepings	0.00 tons
Tires	1.36 tons
Metal	4.60 tons

  - Scheduled bulk trash collection
  - Set dumpsters for larger piles of bulk trash
  - Removed snow from all City Streets, alleys, and City parking lots

- Street Maintenance Section
  - Repaired storm drains at Wakefield Valley Golf Course, Crossbridge Drive, Marhill Court, and Woodward Road
  - Filled potholes on West Main Street, East Main Street, Mulligan Lane, and John Street
  - Removed brush, metal, yard waste, and bulk trash
  - Removed snow from all City streets, alleys, and City parking lots

<u>Engineering</u>

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

- The Little Pipe Creek Restoration and Relocation Project is substantially completed. The contractor is working on the Little Pipe Creek monitoring program.

- The contractor for Stonegate Section 3 worked on grading, installation of the storm drain and sewer force main, and roadway paving.

- The contractor for Bolton Hill worked on punch list items.

- The City signed the agreement with C.J. Miller, LLC for the FY 2020 annual paving contract.

- Albrecht Engineering, Inc. and the City worked on the project design for the repair/construction of the brick masonry wall at the Diffendal Parking Lot.

- Staff worked on preparing project documents for the restoration of storm drain pipes on Business Parkway and Cranberry Road, as well as RFP documents for the project design for the next phase of the Inflow and Infiltration Project.

Water Plant

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

Raw Meter Total	36.29957 MG
Recycled Water Total	4.23763 MG
Recycled Water Recovered	11.674%
CIP Wash Water/Membrane Cells	0.15984 MG
Total	**36.13973 MG**

- Raw Water Sources in MG

Cranberry Branch	30.96073 MG
Hull Creek	5.179 MG
Raw Reservoir	0 MG
Other	0 MG
Total	**36.13973 MG**

- Treated in MG

Finished Water Flow Meter	35.92300 MG
Station Water	0.039677 MG
Total Treated	35.88332 MG
Backwash/Recycle Filters	0.1634 MG
Delivered to System	**35.71992 MG**

- Wells in Cranberry System in MG

Well 3	0.954 MG
Well 4	0.61965 MG
Well 5	1.25928 MG
Well 6	2.31925 MG
Well 7	4.661229 MG
Well 8	3.920708 MG
Wells 9 and 10	4.64391 MG
Well 11	2.491265 MG
Well 12	10.308481 MG
Total Delivered to System	66.897696 MG
Day of Maximum Usage – 4	2.36004 MG
Well 5 Backwash	0.00473 MG
Well 7 Backwash	0.34462 MG
Well 8 Backwash	0.06514 MG
Well 12 Backwash	0.93528 MG
Daily Average	2.1579902 MG

- Hours operated = 744

- Rainfall = 3.88 inches

- Raw Reservoir level = 25.0 feet

- Wakefield Well System

Well 1	1.295 MG
Well 2	5.579224 MG
Total Delivered to System	6.874224 MG
Filter Backwash	0.00530 MG
Daily Average	0.2217492 MG
Day of Maximum Usage - 19	0.372656 MG

- Other tasks included:
  - Performed routine maintenance at the wells and Water Treatment Plant
  - Collected 70 distribution compliance samples
  - Performed 310 process control checks at 12 Wells
  - Performed 369 process control checks at the Cranberry Water Treatment Plant
  - Completed monthly operating reports for the Cranberry and Wakefield Systems
  - Completed NPDES operating reports for Koontz Well and the Cranberry Water Treatment Plant
  - Promoted Tim Reske to Certified Operator

To: Mayor and Common Council

From: Tammy Palmer, Director of Finance and Administrative Services

Date: February 19, 2020

Re: Contract Approval – Spatial Systems Associates, Inc.

Background
Over the last several years, the City has made an investment in Geographical Information Systems in the way of equipment and staff. In fiscal year 2018, the City appropriated $175,700 for aerial photography and engineering towards achieving completed layers for the Water and Sewer Systems. Of that appropriation, $70,130 was spent on aerial photography. The engineering work was not completed.

Spatial Systems Associates, Inc. has completed a report as Phase I of the fiscal year 2020 effort to acquire completely attributed GIS layers for the Water Fund and the Sewer Fund. As part of Phase I, Spatial Systems interviewed all department directors and additional City staff. During the interviews, the overwhelming concern was the potential loss of institutional knowledge as experienced operators retire or otherwise leave the City's employment.

As a result of the Phase I report, the following Phase II implementation strategy is considered the most effective and efficient method of completing the Water and Sewer Fund layers.

Summary
As part of Phase II, Spatial Systems Associates, Inc. will perform the following tasks:

1. Geocode meter inventory;
2. Vectorize water, sewer, stormwater, and easements;
3. Identify additional source materials;
4. Integrate sewer video inspection data;
5. Web deployment; and,
6. Investigate other deployments.

Completion of this phase will include establishing a base station for accuracy, completely attributed layers for water and sewer, and a web-based application where all drawings and source materials will be available by simply clicking on a map.

Phase III work, to be performed in future years, will include field testing for minute accuracy; addition of plant buildings, well houses, and pump stations; integration with existing software like Eden, Paver, Mobile 311, and the sewer camera system; and additional layers for general government use.

Project Funding and Pricing
The Water and Sewer budgets have the appropriations necessary for this contract.

Spatial Systems Associates, Inc. has completed work for the State of Maryland, multiple Maryland counties, and multiple Maryland municipalities. These prices were acquired through a competitive bid process completed by State of Maryland.

Recommendation

The Strategic Plan references "Responsible Stewardship of City Resources" with a Priority Project "Continually look for opportunities where technology can be used to improve and optimize the delivery of City Services." This contract will assist Utilities personnel with locating and maintaining water and sewer assets.

Staff recommends that the Common Council approve a contract with Spatial Systems Associates, Inc. for the Phase II work as outlined above, and authorize the Mayor's execution of the same.

Attachments

- Proposed Agreement with Spatial Systems Associates for Phase II GIS Technology Services
- Spatial Systems Associates, Inc. Proposal dated February 18, 2020
- Spatial Systems Associates, Inc. Summary Report dated February 2020

cc: Barbara B. Matthews, City Administrator

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by the Mayor and Common Council of Westminster ("the City"), a municipal corporation of the State of Maryland, and Spatial Systems Associates, Inc. ("the Contractor") with its principal offices at 6345 Woodside Court, Suite 201, Columbia, Maryland 21046.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided:

A. The Contractor shall provide the following services for the City: Implementation and Maintenance of GIS Technology as described in Contractor's Proposal dated February 18, 2020 ("the Services"). The Services shall be provided as detailed in the following enumerated documents which form the Contract, and they are incorporated herein as if attached thereto, except that the Contractor's Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained therein. The listed documents, together with this Agreement, constitute the entire understanding of the parties and supersede any prior proposals or agreements.

1) Contractor's Proposal dated February 18, 2020
2) Equal Opportunity Employer Form
3) Notarized affidavit (non-collusion oath) executed by the Contactor, or if the Contractor is a corporation, executed by a duly authorized representative of the corporation;
4) Insurance Certificate
5) Notice to Proceed (when issued)

B. The Contractor agrees to perform the work within 180 days from date of Notice to Proceed. The Contractor further acknowledges that the City retains the right to reduce the scope of the Services in order to accomplish the project within the City's established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract.

C. The Contractor will furnish all equipment needed to perform the Services (the "Contractor's Equipment").

2. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of Four Hundred Forty-

Four Thousand Two Hundred Dollars ($444,200) payable in the following manner: in monthly installments based on the actual Services rendered at the hourly rates set forth in the Contractor's proposal, within thirty (30) days following submission of an invoice with documentation satisfactory to the City.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. Political Contributions: If this contract involves cumulative consideration of at least $200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of $500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the City; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

5. Notices: All notices or other communications required or permitted hereunder shall be in writing and delivered either (a) by hand or (b) by fax and by mail, postage prepaid, certified or registered return receipt requested, addressed as follows:

To the City: Barbara B. Matthews, City Administrator
56 W. Main Street
Westminster, Maryland 21157
Fax: (410) 857-7476
bmatthews@westgov.com

With a copy to: Elissa D. Levan, Esquire
City Attorney
Funk & Bolton, P.A.
100 Light Street, Suite 1400
Baltimore, MD 21202

Fax: (410) 659-7773
elevan@fblaw.com

To: Larry Newman, P.E., President
6345 Woodside Court, Suite 201
Columbia, Maryland 21046
Phone/Fax: 410-423-1870

With a copy to: _____
_____
_____
_____

6. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Contractor covenants to maintain the insurance coverages set forth herein for the full term of the Contract and, in the case of construction contracts, for a period of one year after the completion of the Services. The Contractor further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change

in the coverage as is required by the terms of the Contractor's policy or policies of insurance. In the case of construction contracts, insurance shall include completed operations and contractual liability coverage. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. Workers' Compensation Insurance: The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Contractor is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., § 9-206, the Contractor shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission (Form Ic-16) together with proof of filing. If the Contractor has no covered employees, the Contractor shall submit a statement attesting to that fact under the penalties of perjury.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate, where insurance aggregates apply;

2. Property damage liability insurance with limits of $250,000.00 for each occurrence and $500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of $500,000.00 each person and $1,000,000.00 each accident;

2. Property damage liability with a limit of $100,000 each accident.

D. Professional Liability (Errors and Omissions) insurance with limits of $1,000,000 within the scope of work provided. Some omissions are expected as City has not provided Contractor with enough information to complete the task. Potential future projects will address

omissions as they relate to missing information.

8. Doing Business in Maryland: The Contractor warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

9. Performance and Payment Bonds: Not applicable.

10. Maintenance Bond: Not applicable.

11. Grant Funding: Not applicable.

12. Compliance with Laws: The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the Services.

13. Indemnification: The Contractor shall be responsible for and indemnify, defend and hold the City harmless from and against any and all claims for loss, personal injury and/or other forms of damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services, or that of its officers, employees, agents, subcontractors and invitees, or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys fees and any other cost incurred by the City in defending any such claim. The Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to the Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the Services.

14. Not Assignable: The Contractor shall not assign, transfer or subcontract any interest, obligation or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing

any of the Services without the prior approval of the City.

15. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

16. City's Right to Terminate: The Services may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Finance that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

17. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

18. Liquidated Damages: It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the City to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the City of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable and

appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the City as against the Contractor and its Surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. The Contractor shall be liable to the City for payment of liquidated damages in the amount of $100 per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the City without limiting the City's right to terminate the Agreement for default as provided elsewhere herein.

19. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Carroll County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or, transfer or remove such suit in or to the courts of any other jurisdiction.

20. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

21. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

22. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. Record Retention, Audits and Inspections: The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as

deemed necessary by the City.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: Spatial Systems Associates, Inc.

_____ By: _____
Larry Newman, President

WITNESS: MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ By: _____
Shannon Visocsky, City Clerk Joe Dominick, Mayor

Approved for form and legal sufficiency
this ____ day of _____, 2020

_____
Elissa D. Levan, City Attorney

CITY OF WESTMINSTER, MARYLAND

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, FAMILY STATUS, CREED OR RELIGION.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____
Zip Code

By: _____
Signature of Person Authorized to Sign Bid

_____
Type/Print Name and Title of Person
Authorized to Sign Bid

CITY OF WESTMINSTER, MARYLAND
STATEMENT UNDER OATH TO ACCOMPANY BID

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

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

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

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

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

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

ATTEST/WITNESS

_____
Name of Contractor-Type/Print

_____ By: _____
Signature of Person Authorized to Sign

_____
Name and Title of Signatory (Type or Print)

STATE OF _____

COUNTY OF _____, TO WIT:

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

_____ My Commission Expires: _____
Notary Public

SPATIAL SYSTEMS ASSOCIATES, INC.
GIS & FMIS IMPLEMENTATION & SUPPORT SERVICES
GEOGRAPHIC INFORMATION SYSTEMS | FACILITIES MANAGEMENT INFORMATION SYSTEMS

February 18, 2020

City of Westminster
Department of Finance
56 West Main Street
Westminster, MD 21157

Attention: Tammy Palmer
Director of Finance and Administrative Services

Reference: **Proposal for Phase II of GIS Services**

Ms. Palmer,

Spatial Systems Associates, Inc. (SSA) is pleased to present this proposal for continuation of GIS services for the City of Westminster as requested. The Summary Report from Phase I was presented on February 12 along with recommendations for proceeding with certain Phase II activities. The city has requested a proposal to proceed with these recommendations with certain modifications. We are therefore offering the following Phase II activities as requested by the city:

Phase II Scope

Task 1 – Geocode meter inventory – Utilizing the meter inventory spreadsheet that was provided during Phase I and used in the pilot project, SSA will attempt to inventory the entirety of the meter inventory. By locating each meter at least on the property for which it is metering consumption, and given historical consumption data, we can attempt to evaluate whether there are properties that are either not being metered or whose consumption I suspect. We will work with the City to report any inconsistencies and make an assessment as to whether in fact underbilling is occurring. This underbilling and the related unmetered consumption will serve to reduce the amount of "water loss", and will give a better idea as to what percentage of water is actually lost.

Task 2 – Vectorize Water, Sewer, Stormwater and Easement feature classes - SSA will begin the process of vectorizing the water, sewer, and stormwater infrastructure along with the easements depicted on the 1,789 drawings that we have been provided. This vectorization will be accomplished in conformance with the agreed upon Esri data model for each relevant feature class.

Task 3 – Identify Additional Source Materials – Concurrent with Task 2, SSA will begin to work with City GIS and DPW staff to locate the source materials for those sections of the City that are not covered by the data provided in the 1,789 sheets.

Task 4 – Integration of Video Inspection Data – The City has been conducting its own video inspections of the sanitary sewer system for a number of years. SSA has developed tools for the integration of such video footage and the accompanying inspection data, formatted in PACP

6345 Woodside Court, Suite 201 Columbia, MD 21046 T: 410.423.1870 F: 410.423.1871 www.spatialsys.com

compliance. As the development of the sewer mainline vectorization takes place, SSA will inventory available video and PACP-compliant data and integrate it with the new features. The result will be a map-based information system that Utility Maintenance can use to better understand the City's sewer condition and plan for necessary mitigation of defects. In addition, review of the video will allow SSA technicians to more accurately locate service lateral connections to properties and map those locations. It is possible that unknown service connections will be identified during this process and that as a result additional revenues can be generated by including these properties in the billing cycle.

Task 5 – AGOL/WebAppBuilder Deployment – While the vectorization and data development efforts proceed, SSA will work toward configuration and deployment of a series of AGOL/WebAppBuilder sites. These sites will be deployed on SSA's server infrastructure (and access will be given to City personnel), and in cooperation with City staff, will be refined as necessary. Following that, SSA will work with City staff to deploy the sites onto the City's computer infrastructure on in the cloud as desired.

Task 6 – Other investigations, vectorization and deployments – SSA will work with City staff to identify other high priority opportunities for furthering GIS implementation and use. SSA will continue to investigate:

1. The City's stormwater database and its conformance with the Maryland MDE database requirements
2. GPS base station deployment and field unit acquisition
3. Vectorization of additional water, sewer and stormwater infrastructure as-built drawings identified in Task 3.
4. Investigation of the available materials and costs associated with vectorization of the Water Treatment and Sewer Treatment plants
5. Vectorization of the new fiber optic infrastructure
6. Continue working with other City departments to identify scope, price and priorities for integration of mapping technology into their operations.

All of these Task 6 activities will be conducted in close coordination with City staff to determine which of the results of these investigations will proceed with current fiscal year funding and what the needs will be for funding a Phase III effort in the next fiscal year.

Phase II Budget

The City of Westminster contracted with Spatial Systems Associates, Inc. (SSA) under the State of Maryland CATS+ consulting contract. The contract documents and price schedule for this vehicle has previously been provided to the City. We are currently in Year 8 of this contract. The table below indicates the proposed budget for the six tasks outlined above. The classifications for personnel to work on these efforts are those classifications outlined in the CATS+ contracting vehicle. The proposed rates are significantly below the current year rate for each classification. SSA is offering these rates to Westminster as an accommodation. We are prepared to begin providing these services immediately. Invoices will be prepared monthly at the beginning of each month for services provided during the preceding month, and are payable within 30 days.

The following table identifies the hours and price proposed for each of these tasks:

Classification	Hours	Rate	Total
Task 1 - Geocode meter inventory			
Project Manager	60	$ 200.00	$ 12,000.00
Task 2 - Vectorize 1,789 images			
Project Manager	300	$ 200.00	$ 60,000.00
GIS Analyst	250	$ 130.00	$ 32,500.00
GIS Technician	2000	$ 100.00	$ 200,000.00
Task 3 - Identify Additional Source Materials			
Project Manager	60	$ 200.00	$ 12,000.00
Task 4 - Integration of Video Inspection Data			
Project Manager	40	$ 200.00	$ 8,000.00
GIS Analyst	80	$ 130.00	$ 10,400.00
GIS Technician	200	$ 100.00	$ 20,000.00
Task 5 - AGOL/WebAppBuilder deployment			
Project Manager	60	$ 200.00	$ 12,000.00
Database Manager	30	$ 150.00	$ 4,500.00
Applications Programmer	120	$ 150.00	$ 18,000.00
Task 6 - Other Investigations, Vectorizations, and Deployments			
Rates per classification as above and as directed, direct costs as approved		Budget	$ 54,800.00
			$ 444,200.00

We look forward to continuing to assist Westminster in its efforts to more productively use GIS technology. Please do not hesitate to contact me with any questions.

Sincerely,
Spatial Systems Associates, Inc.

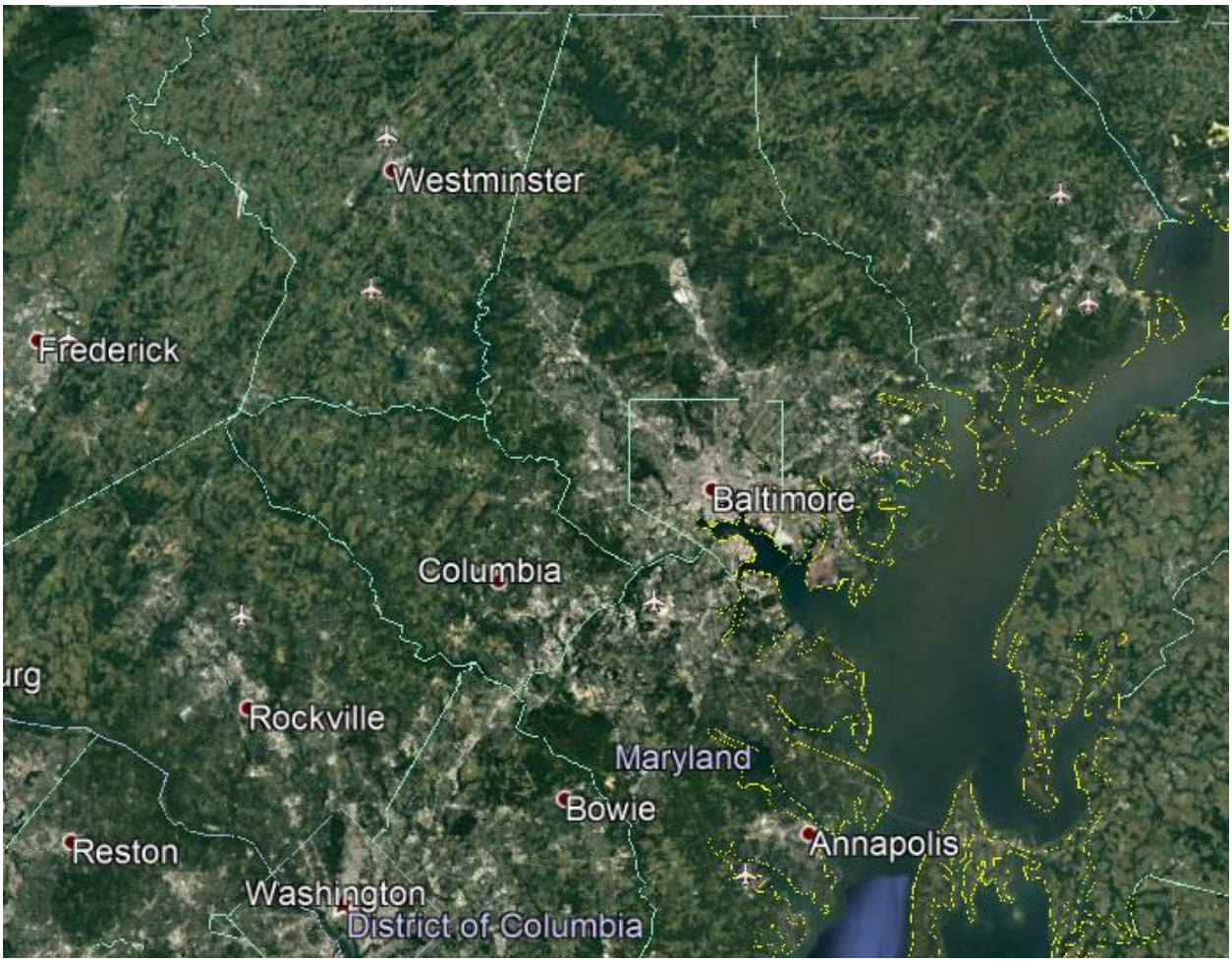
Larry E. Newman, P.E.
President

City of Westminster Maryland GIS Investigation

Summary Report February 2020

Introduction

The City of Westminster, is the county seat and is centrally located in Carroll County, Maryland approximately 25 miles from Baltimore, Maryland; 25 miles from Frederick, Maryland; 50 miles from Washington, D.C.; and 10 miles from the Pennsylvania border.



Westminster was founded in 1764 by William Winchester midway (one day's travel or 10 miles) between Reisterstown and Taneytown, along what was at the time the border between Baltimore and Frederick Counties. The town thus quickly established hotels, eating establishments and provisioning stores to accommodate those moving westward. Carroll County was formed out of portions of Baltimore and Frederick Counties in 1837 and Westminster was named its county seat due to its central location within the County. It is known that Westminster played a role in the delay of J.E.B Stuarts

calvary in reaching Gettysburg to support Robert E. Lee's army and thus may have been instrumental in turning the tide of the ensuing battle that occurred there the beginning of July, 1863.

Today, Westminster is home to approximately 19,000 citizens and encompasses approximately 6.4 square miles. It is governed by a Mayor and a Common Council consisting of five citizen city council members. The day to day functions of the city are performed by a full time staff of approximately 150 employees, including 43 police officers. Westminster is home to both McDaniel College (formerly known as Western Maryland College) with 1,500 undergraduate and 3,000 graduate students; and Carrol Community College (which began in 1974) with over 10,000 students.

The government of the City of Westminster includes the following departments:

- City Administrator
- City Attorney
- Code Enforcement
- Finance
- Housing Services
- Human Resources
- Community Planning & Development
- Police
- Public Works
- Recreation & Parks

GIS technology

Geographic Information System (GIS) technology was originally introduced in the mid 1970's. As the "minicomputer" was evolving into the "Personal Computer" (PC) during the 1980's, and as database technology was evolving from the mainframe to the minicomputer to the PC with the introduction of Open Database Compliant (ODBC) Structured Query Language (SQL) databases like Oracle, DB2, Access, and SQL Server; GIS software evolved as well. Just as MicroSoft has become the standard operating system for today's desktop computer environment, software from Esri (formerly Environmental Systems Research Institute) has become the standard for GIS. In the late 1990's Esri introduced their technology based on SQL-compliant database technology (ArcGIS) and concurrently introduced Internet-based offerings of their technology. Esri's GIS technology continues to evolve today and is now used by the majority of federal, state, and local governments to manage vast amounts of data from a spatial or geographic perspective. Westminster has adopted Esri's platform for its GIS efforts, and the technology is becoming increasingly important as a foundation for maintaining and managing information for all City departments.

One of the advantages to adopting a "standardized" GIS platform is that the data that these systems use can be easily shared between organizations with a common geographic area of responsibility. The state of Maryland has also adopted Esri's GIS as its standard, and the data that the state develops and maintains can thus be used by Westminster in its efforts. Examples of relevant datasets available to Westminster from the state includes:

- Property boundaries along with assessment data from the Maryland Department of Assessments and Taxation (DAT)

- State-maintained road centerline data from the Maryland State Highway Administration (SHA)
- Digital Orthophotography from the Maryland Department of Information Technology (DOIT)
- Terrain data collected with LIDAR technology from DOIT suitable for development of 2-foot contours
- Flood map data defining FEMA 50-year and 100-year floodplain boundaries from the Maryland Department of the Environment (MDE)
- And more

In addition, data from the federal government is available that is compatible with Esri technology, including census data, geologic data, and satellite imagery. As these datasets are updated periodically, new versions are also made available in Esri-compatible formats. Carroll County, too, has adopted Esri technology for their GIS standard. Westminster has also adopted Esri's technology as the basis for its GIS endeavors.

Spatial Systems Associates, Inc. (SSA) is a GIS implementation and support organization based in Columbia, Md. Established in 1995, SSA focuses only on GIS services and exclusively utilizes Esri's GIS software. SSA is what is known as an Esri business partner and has been for 25 years. SSA's clients include federal, state, county, municipal, utility, and commercial businesses predominately located in the Mid-Atlantic. SSA offers consulting, data development, software development, field data gathering, and support services in this region. Westminster selected SSA in mid 2019 to assist the City in its use of this technology. SSA began its services to Westminster in the fall of 2019 with a series of interviews with representatives of selected departments who may have a desire to use GIS. SSA's principals, in cooperation with Westminster staff, conducted interviews with the following departments:

- Housing and Code Enforcement
- Community Planning & Development
    - Planning
    - Current GIS staff
- Police
- Public Works
    - Engineering
    - Street Maintenance
    - Utility Maintenance
    - Water Supply
    - Wastewater Collection and Treatment
- Recreation and Parks

In addition, SSA has conducted a review of the City's current GIS data.

Summaries of Interviews

Housing and Code Enforcement

Responsibilities of the Housing and Code Enforcement Department include three parts:

- Code enforcement
- Housing choice vouchers

- Rental housing

There are currently three field inspectors and one management staff in this department. The City uses Citizenserve, an online-based information system that includes business licensing, code enforcement, permitting, and planning/zoning functionality. Citizenserve is used primarily for Code violations however in Westminster these are currently normally hand written. The Housing/Code enforcement staff participates in monthly opiod task force meetings and works with the police to attempt to address these issues.

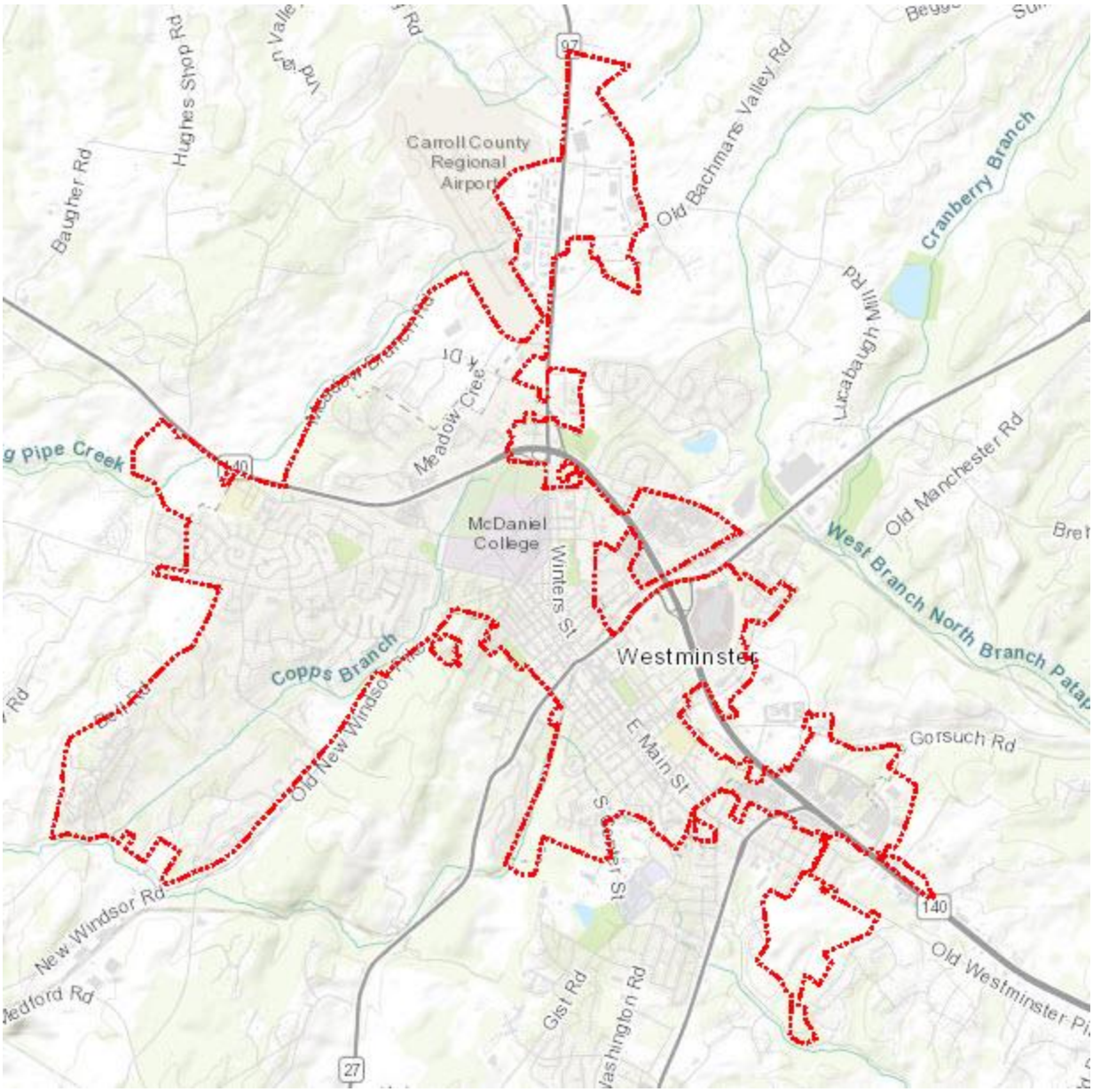
Housing vouchers are available for 293 families under the HUD Section 8 housing program, and there is always a waiting list for available public assistance housing (there are currently 1000 on the wait list). To qualify for City public housing, applicants must meet income requirements, and must both live and work within the Westminster city limits. These units require annual inspections by City staff along with interviews of residents. Housing vouchers are pretty evenly distributed within the boundaries of the City. One useful GIS application would be the ability to verify whether an address is within the City, particularly for employers. There was also a concern regarding the honesty of income reporting and the number of individuals that actually reside within each unit.

There are currently approximately 3,000 rental units within the City, owned by between 700 and 800 landlords. The department is working on a list of these landlords along with contact information that can be given to the police so that the police have contact information on owners should entry to a rental property be necessary. Every rental unit in Westminster must be licensed annually by the City and is subject to inspection. Inspections are currently normally done only on “problem” properties.

Community Planning & Development

The individuals from the planning staff indicated that the challenges faced by the department included the fact that the department currently has no director and generally needs more staffing. They indicated that they currently have a zoning map online but would like to be able to integrate water and sewer availability as an overlay to the zoning; and that they would like to see Carroll County approved development properties added to the maps available to City staff. Development plans are not currently shown on the City’s maps but would be nice to have. The development approval process currently takes six to nine months typically. Reviews are conducted by multiple agencies, including the County. When comments from the other agencies are returned, a summary review is conducted.

Annexation of new lands occurs occasionally, especially when properties are looking for water and sewer services, which is provided by the City. This typically occurs when requested by the owner. As a result, the City boundary is adjusted to accommodate these properties and has resulted in an awkward boundary. See the current city boundary shown below:



The staff would like to see sign permits included in the GIS along with inventory, inspections and tracking data. They would like to see mapping of building permits and exceptions, along with Board of Zoning Appeals cases.

Layers that this group would like to see established and maintained in the GIS includes:

- Board of Zoning Appeals cases
- City Boundary
- Proposed annexation properties
- Building permits (300-400 per year)
- Signage permits and inspection data
- Liquor licenses
- Development review cases (currently 30 under review)

- Amendments with County for water/sewer master plans
- Code enforcement cases
- As-builts of final mylars attached to construction and inspection records upon issuance of occupancy permits (Public Works does inspections)
- Tree inventory for Tree City USA maintenance
- Rezoning cases – comprehensive and individual

Police

The City of Westminster Police Department is divided into three Bureaus – the Patrol Bureau, the Criminal Investigation Bureau, and the Support Services Bureau. Police Department includes 44 authorized staff, including the Patrol Bureau with the commander and four patrol squads for each of three shifts per day. Each patrol squad includes a supervisor and three officers. There are currently 28 patrol officers. The police department shares its Computer Aided Dispatch (CAD) and records management system (RMS) with the County. The current CAD and RMS is the Keystone system.

The Criminal Investigation Bureau currently includes three investigators and four narcotics officers.

The Chief indicated that Westminster does not experience much violent crime. The most pressing problem for the City is opioid use (almost daily overdoses), with homeless, sexual assault, and shoplifting cases contributing. Most of these other criminal events are related to drugs.

Currently, the police department uses GIS technology in its dispatch and in-vehicle mapping. The City is divided into four sectors, and there is a patrol car and patrol officer assigned to each sector, with shifts throughout the day.

The Chief indicated a desire to be able to establish policy and manage staff assignments based on analysis of data. The Police would like to be able to establish a community crime map utilizing Lexus/Nexus data, however they cannot currently go back far enough in recent history to effectively achieve this. They would like to be able to tie in the RMS to these maps and to be able to provide workload analyses based on sector and time of day. Such an analysis capability would allow the police department to review the amount of crime occurring within each patrol zone in order to assess the need, and on demand, to adjust the boundaries of the zones in order to spread need for patrols based on occurrences of crime. Overall this would require the ability to recover archival data and tie the data into a GIS map.

An additional issue for Westminster is that, because of the age of the City and the historic layout of streets and alleys, there exists a need to be able to analyze the ability of large trucks to negotiate turns; and to be able to post and enforce restrictions for vehicles in certain areas as a function of the ability of the road network to accommodate those vehicles. This desire includes both size and weight restrictions, but is primarily targeted to size (in particular length) restrictions based on required turning radius.

The City is moving its offices this year, and the new offices will include setting up a new operations center. The Chief would like the ability in these new facilities to be able to visualize both historic and active incidents on a map displayed within the operations center.

Public Works

Westminster's Department of Public Works (DPW) includes the engineering staff, street maintenance, garbage and recycling oversight, utility maintenance, water treatment, and wastewater treatment.

Engineering

Engineering staff has responsibility for oversight of the city's capital projects as well as inspection of all infrastructure that will become part of the city's inventory for which DPW will have operation and maintenance responsibility. Engineering contracts with outside design firms, oversees the engineering firm's work and acts as the project manager once projects enter the construction stage. There are currently two inspectors who report to the city engineer.

Garbage and recycling

Household trash pickup and recycling is subcontracted to Ecology Services, other than bulk trash pickup and yard waste disposal. Bulk trash removal is scheduled as called in by residents. A bulk trash pickup/scheduling application based on GIS technology would be helpful to DPW for this service. Similarly, during the month of January the city offers Christmas tree curbside pickup. These trees are shredded and recycled along with other tree limbs as mulch on City property.

Street Maintenance

DPW street maintenance personnel maintain over 54 miles of city streets (paving, markings, sidewalk handicapped cuts), the city's parks (fertilizing, mowing, trimming and general maintenance/repairs) and other open space along with city Right of Way (ROW), including street tree maintenance. For street maintenance the PAVER pavement management software from Colorado State University is used during assessments which occurs on a three year cycle. Data from field inspections is used by PAVER to establish priorities for maintenance activities. While the current version of PAVER has significant GIS integration capabilities, Westminster does not take advantage of these capabilities yet. Coordination with certain non-city utility companies has been problematic for the city, but there is a desire for such coordination in order to be able to make the most effective use of repair and rehabilitation funds.

The street maintenance division is responsible for snow removal on streets and sidewalks, street cleaning, storm drain maintenance and the stormwater management system, city property maintenance, and special event support. The street maintenance division is also responsible for maintenance of parking meters and street lights (which are being converted to LED fixtures as replacement lighting is required); along with maintenance of 60-70 city vehicles.

The city is now responsible for its portion of MS4 stormwater permit requirements. The Maryland Department of the Environment (MDE) maintains and oversees a statewide Municipal Separate Storm Sewer System (MS4) permit with the federal Environmental Protection Agency (EPA). In addition to EPA requirements, MDE has established a MS4 standard for Maryland that is a bit more stringent than federal requirements. MDE requires jurisdictions statewide to comply with their MS4 standards, and to provide annual reporting regarding that compliance. The reporting is done via a GIS database that is submitted to MDE annually demonstrating the compliance. Westminster "piggybacks" on the County MS4 permit, and is responsible for the portion of the database within the City limits. As a result, the Westminster GIS staff will need to provide to Carroll County annually a subset of the data that the

County must submit to MDE. MDE has established a standard geodatabase for this information, and the city needs to be sure their portion of the data that is provided to Carroll County conforms to these MDE requirements. A review of the city's MS4 data and its maintenance is therefore necessary. This review would require:

- Analysis of the current structure of the database maintained by the city for inclusion in the County dataset
- A review of the completeness and accuracy of the data as it exists today
- Recommendations regarding any changes that need to be made to the structure of the data, updates to attribution within the database, and conformity of the data to the MDE standards
- Establishing an inventory of stormwater management facilities with regard to ownership and maintenance responsibility for the Streets Division to be better able to plan maintenance activities
- Implementation of those recommendations

In addition, DPW's Street Maintenance division would like to be able to take advantage of "crowd sourcing" internet-based reporting capabilities that they are aware that other jurisdictions are using to report pavement repair needs (i.e. potholes), street light outages, storm water conveyance blockages, etc; and the ability to view such reports on a map on an ongoing basis to assist in scheduling repairs.

Utility Maintenance

DPW's Utility Maintenance Division is responsible for the operation and maintenance of the City's water distribution and wastewater (sewer) collection systems. This includes repairs of water leaks, eliminating sewer blockages, and meter readings for over 9100 water meters. DPW's utility maintenance staff are also responsible for installation of new water and sewer pipes when necessary and routine maintenance of over 160 miles of water lines, 438 fire hydrants, a water reservoir, elevated storage tanks and two water pressure booster stations. The sewer collection system likewise includes over 160 miles of sanitary sewers ranging in size from six inches to 48 inches in inside diameter. The sewer system includes twelve sewer pump stations and over 2,200 manholes. The utilities maintenance division regularly performs cleaning and video inspection of the system to identify possible deterioration or partial blockages that can then be dealt with before failure.

Utility Maintenance is responsible for all inspections of the system and voiced that they could benefit from GPS technology to assist in their inspection process. The managers would like the GIS model of the water system to include the locations of key valves – valves that can be used to isolate sections of the system as the need arises. The current work order (WO) management system utilized by utility maintenance is the Facility Dude software.

The overall water and sewer infrastructure maps were produced in the late 1990's by a local consultant and have not been updated since. Flooding of the storage location of valuable field notes and house connections occurred two years ago resulting in a loss of data. DPW would like to develop a comprehensive digital (GIS) version of the infrastructure for which they are responsible. They would like this inventory to be overlaid on current digital orthophotography, and would like everything within the public right of way captured and attributed. For the sanitary sewer system, they would like the attribute data to include location to near-survey grade accuracy, manhole rim and pipe invert elevations to survey accurate centimeter accuracy to allow flow calculations, and detailed information of all 12 pump

stations. In addition, Utility Maintenance would like to have a layer depicting the locations of sewer clean-outs. The current information regarding these locations is not adequate, and is not included in the GIS that the city maintains. Reportedly, any installations since the 1980's should have exterior cleanouts installed. Approximately 40% of the system is older than that.

DPW is currently managing a $77m waste water treatment plant upgrade that is one year into a 4 year effort. They would like to have the infrastructure within this treatment plant mapped using the GIS and maintained throughout the upgrade effort.

DPW has its own video inspection equipment that is used to periodically inspect the sanitary sewer system. They would like to have this video footage integrated with the new GIS data to make the information accessible to maintenance staff, and they would like to have new video surveillance footage integrated as it becomes available. They can export their inspection data into the standard PACP (Pipeline Assessment Certification Program) database model from NAASCO (National Association for Sewer Service Companies) for capturing data about the video inspection process.

For the water distribution network, the city is currently experiencing a water loss of 16% of what is being discharged into the system. The Maryland state standard for these losses is 10% or less. This means that the city is losing 16% of its potential revenue from the sale of water. It is not known whether these losses result from a failure to bill customers who are currently connected to the system but not in the billing database, from faulty meters, or from losses due to failing infrastructure. DPW would like to get a better handle on these losses, and they feel that GIS technology could be the way to get the investigation organized.

A water line replacement along main street has been planned since the 1990's and may be funded within the next several years. Water meter replacement has been funded and is expected to begin soon.

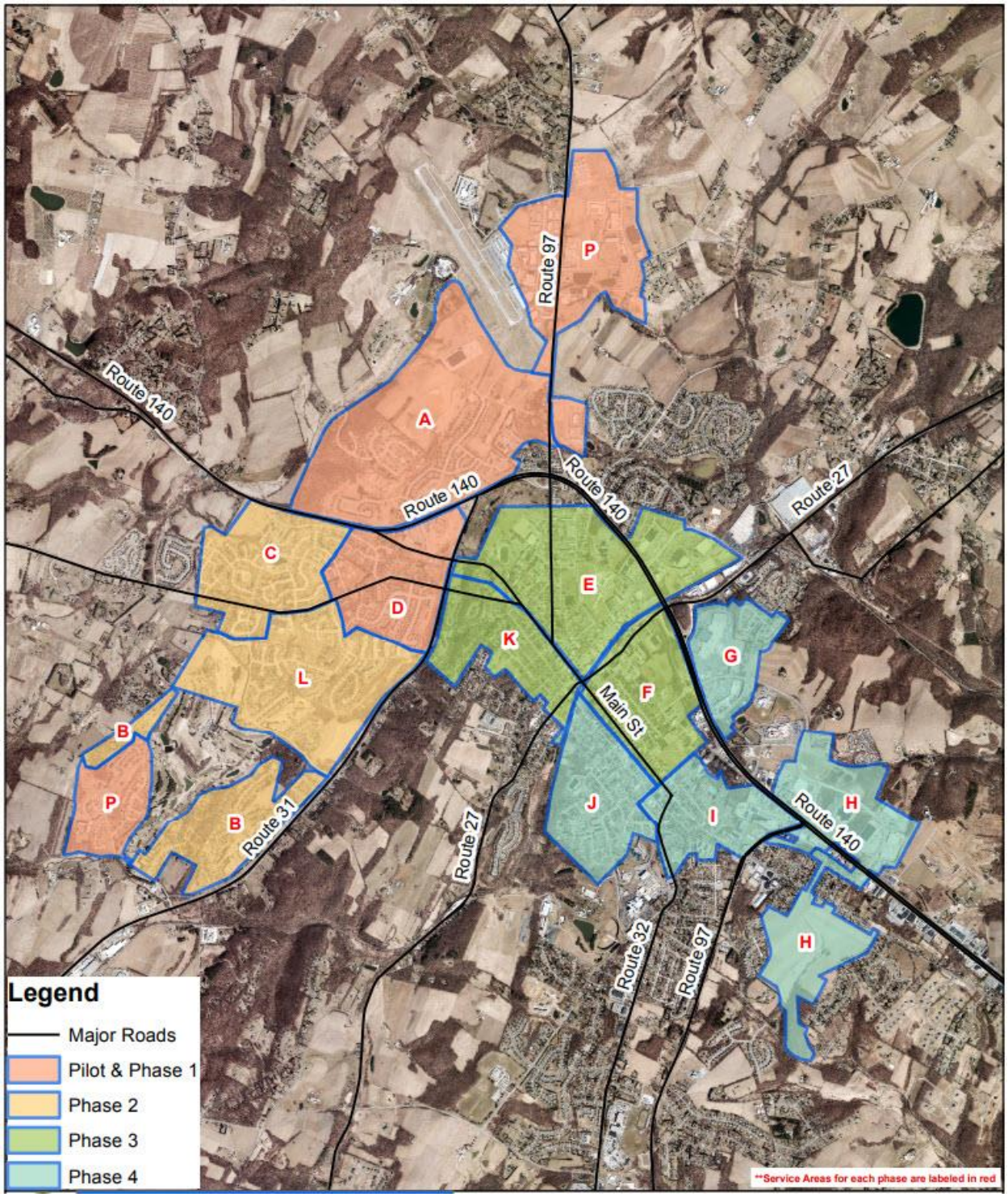
DPW does not want to have to learn to use GIS technology to maintain the GIS database over time. They would prefer to rely upon the GIS staff of the city to maintain the data as long as that maintenance is done with an awareness of what the needs of DPW are and is done with the level of completeness and accuracy that is required to meet the needs of the DPW staff. DPW management is willing to allow their field staff to be trained in the use of the technology to gather requisite data during their regular activities and to provide the collected data to the city's GIS staff, but does not want to be responsible for the development or maintenance of the GIS data itself.

DPW does not currently have much confidence in the data that has been converted to GIS as it thought to be incomplete, inaccurate with regard to location, not topologically accurate and not useful for determining direction of flow.

Fiber Optic

Westminster Fiber Network is reportedly the mid-Atlantic's first community-wide gigabit fiber network. It was constructed by the city and is maintained by Utilities. The system is managed by a private partner – Ting Internet. The system was completed in 2019 and is currently available for connection to property owners within the city limits. Ting TV is also expected to be made available as an alternative to traditional cable TV. The Utility Maintenance Division was responsible for the installation and is

responsible for the maintenance of this fiber optic system. The following map depicts the phasing of the construction and availability of the Fiber Optic system:



The fiber conduit system and the connections to city residences and businesses should be included in the City's GIS layer structure. The Utility Maintenance Division is still getting as-builts of the installation

of this network. They would like to be able to map the fiber "drops", or connections, as the public subscribes to this new service.

The Utility Maintenance Division is also responsible for providing markings as needed for Miss Utility, so a complete and accurate GIS map of the utilities would be worthwhile for this purpose as well. Utility Maintenance charges contractors $35 for marking utilities when necessary.

Water Treatment

Westminster operates two water systems serving the city and areas outside the city. The current planned service area covers over 8,000 acres. Some of the water system dates back to 1898. The main water system, also known as the Cranberry System, includes the main treatment plant and 12 wells. The plant currently treats approximately 1.8 MGD (million gallons per day). Approximately 2/3 of the treated water is surface water from the west branch of the Patapsco River and 1/3 is from available wells. The overall systems includes a 110 million gallon reservoir, and may in the future be able to reuse water from the wastewater treatment plant for potable water purposes. The Wakefield system is supplied by two wells. The city is constrained by how much water it can draw from the regional aquifer, thus effectively limiting the growth of the water service area unless additional sources can be found. Water from the Patapsco is treated in the treatment plant, fluoridated and chlorinated, and then introduced into the distribution system. Managers are required to test the water following treatment to insure compliance with established standards.

Work orders for the maintenance of the plants is currently managed by the Facility Dude software system, an online system that the managers find cumbersome and is not tied to the city's GIS. Regularly scheduled maintenance activities are included in Facility Dude.

There is a Supervisory Control and Data Acquisition (SCADA) control system in the plant and at the well locations to monitor and manage flows. Water from the wells goes directly into the distribution system following chlorination and fluoridation and does not pass through the treatment plant. Water from the wells is tested daily and reported via paper, which is then keyed into a database. Water from the treatment plant is tested at the Fountain Valley lab for compliance with chemical and bacteria standards.

The current managers of the plant and wells are concerned about the potential loss of institutional knowledge as experienced operators retire or otherwise leave the service of the city. They feel that a computerized information system like the GIS could become the repository of this knowledge, and are willing to move in the direction of building such a system. As-built drawings for the plant infrastructure have been scanned into a digital form for preservation but specific information is difficult to find when it is needed. There would be a desire to be able to link as-built drawings to specific features within the GIS if possible to facilitate finding not only drawings but also operation manuals (which are not in a digital format currently) and specifications when needed. There would also be a desire to link data from the SCADA and testing regimen into the GIS to allow visualization of flow volume and quality information in a map based interface.

In addition, management would like to see the establishment and maintenance of a hydraulic model that is tied to the digital version of the infrastructure and can be calibrated to the observed water flows and pressures. Development and maintenance of such a model would provide not only a better

understanding of the overall operation of the distribution system, but could be used to monitor contamination (brown water due to i.e. flushing) as well as other pollutants within the system, and could thus be used to better manage water quality concerns in the overall system and not just from the treatment plant.

Wastewater (Sewer) Treatment

The city's sewer system is treated by an advanced level treatment plant that is designed for 5 MGD but can handle in excess of 15MGD is necessary. The system also dewaters bio-solids from the plant, and a contractor disposes of the solids off-site. Effluent from the plant is discharged into Little Pipe Creek.

The wastewater treatment plant is currently undergoing a $77 million renovation. These renovations will not increase the capacity of the plant but will provide Enhanced Nutrient Removal (ENR) that will make the effluent suitable for reuse, possibly even supplementing the well water and Patapsco water for reintroduction into the potable water supply. The project is currently six months behind schedule. The contractor is performing drone flights on occasion to record progress but the information is not available in the current city GIS. The city would expect to have some abandoned lines, conduits, etc. resulting from the work and suggested that it would be useful to have the complete site, with both active and abandoned infrastructure, built into the GIS if possible. It was suggested that Spatial Systems schedule a site visit to review the conditions and capture our own drone imagery as soon as practical.

Recreation and Parks

The City of Westminster maintains and operates a total of 14 parks, including pavilions, playgrounds, a municipal swimming pool, and one indoor facility with a gym and fitness center. Parks and Recreation also operates a summer camp program for a 12 week duration. This camp program normally accommodates about 80 campers. The staff of this department includes 5 individuals. The maintenance of the parks themselves is handled by the city's Department of Public Works.

There are a number of special events that occur each year:

- A wine event in April
- Easter egg hunts
- A Beer and Barbeque event in June
- A Fall Fest in September
- An Oyster event in October
- 2 – 5k runs and a one mile run

For these activities, the Department of Recreation and Parks make the main street in downtown available for vendor booths, manages a group of volunteers, operates a trolly in downtown to shuttle visitors around, and provides portable toilets for use by the visitors. The current GIS staff for the City provides mapping services to Recreation and Parks in support of these programs. The staff would like to be able to make better use of GIS technology to support the positioning of vendors, to be able to provide timely mapping to visitors of where vendors are, and potentially use crowd sourcing technology to provide a better and more interactive user experience to visitors utilizing their cell phones. During the street events, the City installs and makes available internet service within the downtown area for use by visitors.

Parks and Recreation also suggested the use of drone technology to be able to obtain high resolution imagery for use in laying out the events, as well as to capture activities during the events in order to use it for reporting and marketing purposes. Currently these events do not bring much money to the city, but they are viewed by the citizens as a healthy activity choice that is made possible by the city.

Parks and Recreation also suggested that the installation of permanent cameras to monitor the parks for safety, including monitoring the use of city facilities for homeless purposes, would be useful.

Review of existing and available data

The City of Westminster has been acquiring and building GIS data for a number of years. In cooperation with Carroll County, the State of Maryland, and a number of US Government agencies; Westminster has been able to establish a series of base maps that the GIS staff has assembled and offered via Esri's web-based functionality for viewing – some by the public and some for internal use. The City has acquired from the County and State the following layers, or themes:

- Digital orthophotography – aerial photography that was captured under a joint State/County acquisition in 2017. The state has been periodically (about once every three years) been acquiring statewide digital orthophotography and making it available free of charge to interested parties. Over the years, the quality, resolution and accuracy of this product has been steadily increasing, and it is considered the best "base map" available statewide for use in local government GIS initiatives. The current product is a 3-inch resolution full color image. Resolution refers to the amount of ground area that in individual pixel (or dot) in the image represents. A three inch pixel implies that the area on the ground covered by that pixel is 3" x 3" in size. Use of such imagery allows for identification of such things as manholes and possibly fire hydrants.
- Terrain data – in today's GIS environment, terrain or elevation data is most often captured through the use of Light Detection and Ranging (LiDAR or Lidar) technology. A laser mounted in an aircraft is flown over an area. The laser fires rapidly, and the time from when the laser fires to the time when a reflection is seen by an on-board optical detector is precisely measured. By knowing the elevation of the plane, the time required to sense a reflection, and the speed of light; the distance from the plane to the reflected surface can be accurately determined and thus the elevation of the reflected surface. Since the surface that reflects the laser pulse may be the top of trees, top of a building, top of a crop being grown, or ground surface; processing must then be performed to distinguish each surface "cloud". The most important set of points that is normally desired is the "bare earth ground" elevation. Points that do not represent the ground elevation are eliminated from this bare earth ground cloud dataset. With current technology, the resulting dataset normally includes at least 3-4 points per square meter of ground. The vertical accuracy of the elevation is then randomly checked using survey-grade GPS technology. Acceptable accuracy is typically within 15cm (6 inches), which makes it possible to develop 1-foot contours within the FEMA definition of accuracy (1/2 contour interval). Most engineers want a minimum of 2-foot contours for design purposes, which means that Lidar collection is acceptable for use by engineers for roadway design and for stormwater flow analysis. Lidar data for Westminster is available from DOIT, and it is possible to automate the generation of 2-foot contours from this data; though the State of Maryland does not distribute contour data derived

from Lidar data. Carroll County does have 2' contour maps available countywide from 2015 Lidar acquisition.

- FEMA flood plain map data. MDE has recently completed statewide development of Digital Flood Insurance Rate Maps (DFIRMs) for the entire state. Flood plain maps are thus available for Westminster if desired.
- Property maps – the Maryland Department of Assessments and Taxation (MDAT) has been maintaining property boundary maps for decades for use in its assessment process. These maps were scanned and registered in the early 1990's, and a set of "property points" was established that linked both the administrative and Computer Aided Mass Appraisal (CAMA) files to mapping technology. Together, the raster files and property points, along with the digital database files, were introduced in the mid 1990's as MdPropertyVIew and made available by the Maryland Department of Planning to interested parties. Since then, most local jurisdictions have "vectorized" these maps into a GIS format that, when combined with the MDAT data, provides a wealth of information on the over 2 million parcels in the state. This data is available for all of Westminster.
- Street Centerlines – The Maryland Department of Transportation (MDOT) has built and maintains street centerline data for state roads. Carroll County has built and maintains data for county roads, for use in 911 operations. This road data has address ranges associated with individual segments as attributes for those segments.

These datasets – digital orthophotography, terrain, property boundaries, and street centerlines – are often referred to as base maps in any local jurisdiction's GIS. Most often, new data that is developed by the local jurisdiction is mapped against the digital orthophotography as a background. Please note that the property map and street centerline datasets are normally not built to survey grade or even engineering grade accuracy, and should only be used for guidance. In addition to these layers, the U.S. government has a number of datasets that may be of interest, including the U.S. Census data from the 2010 census, and the census tracts and block groups that relate to the census datasets.

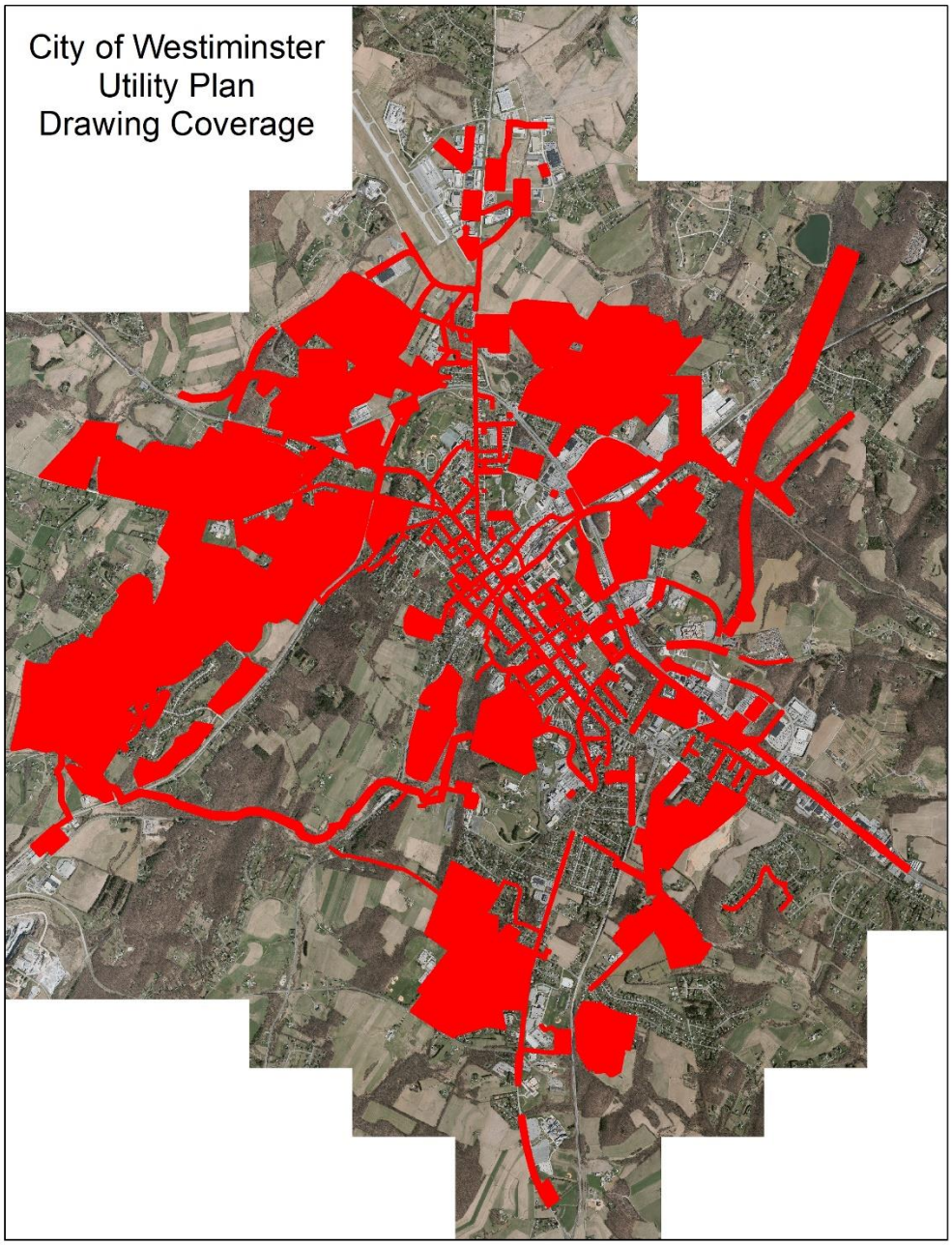
Westminster has been working on development of additional datasets that are of particular interest to the various departments of city government. Specifically, SSA was provided with the following data layers:

- City Buildings (planimetrics)
- Light Poles
- Sewer Mains
- Water Mains
- Fire Hydrants
- Water Valves

In addition, SSA was provided with a number of sets of scanned "as-built" drawings for the water distribution, sewer collection and stormwater infrastructure that is maintained by Westminster DPW. Further, we were provided access to scanned drawings for the Cranberry Water Treatment facility. We were asked to evaluate this data for completeness, accuracy and suitability for use in the applications that were mentioned in the report above.

The city provided SSA with 1,789 scanned images that represented the "as-built" information for the water, sewer and stormwater infrastructure. We were also provided with the current GIS layers representing the water and sewer infrastructure. We evaluated the GIS data against the scanned images, and we offer the following evaluation:

- The scanned images that we were provided with do not cover what we believe is the complete current service area for the water and sewer system operated by the city. The image below shows the areas that were covered by the provided raster images:



A more thorough evaluation can be made online by zooming in to the developed areas and seeing those areas that scanned images of the infrastructure do not cover. It is not possible to

completely evaluate the completeness of the current water and sewer GIS infrastructure without more complete data - see below in the summary and recommendations section. However it is clear that we were not provided as-built images of significant areas that have been developed and most certainly contain water and sewer services

- Not all of the water and sewer infrastructure depicted on the scanned images that we were provided is reflected in the GIS data that we were provided. Notably, some more recent developments were not included.
- The sanitary sewer vector infrastructure does not align with the underlying digital orthophotography. Most noticeably, the manholes and other visible features from the digital orthophotography do not align with the overlaid sanitary sewer infrastructure
- The topology of the water and sewer infrastructure and the attribution of the features is not complete
- There are no meters depicted in the existing GIS water layer, there are no service lines depicted, and for the sanitary sewer system there are no laterals or cleanouts depicted
- There are a total of 793 fire hydrants in the data, but there are no laterals from the hydrants to the servicing main depicted
- There are a total of 2,740 valves depicted in the data, but no indication that they have been field verified with GPS coordinates
- There were 2,011 water main features included in the data that was provided covering approximately 109.5 miles. However pipe size, material and diameter were only included for 1,599 of these features.
- For the sanitary sewer data, there were 809 segments included in the data covering 117.7 miles. There was a Sewermains_additional_data dataset that included 1,887 features covering 261.5 miles, and many of the segments were duplicated between the datasets
- The following picture is an example of a series of sewer segments with apparent incorrect direction of flow:

- The following picture is an example of incorrect topology associated with the vectorized sewer lines – the lines do not connect at the road intersection:

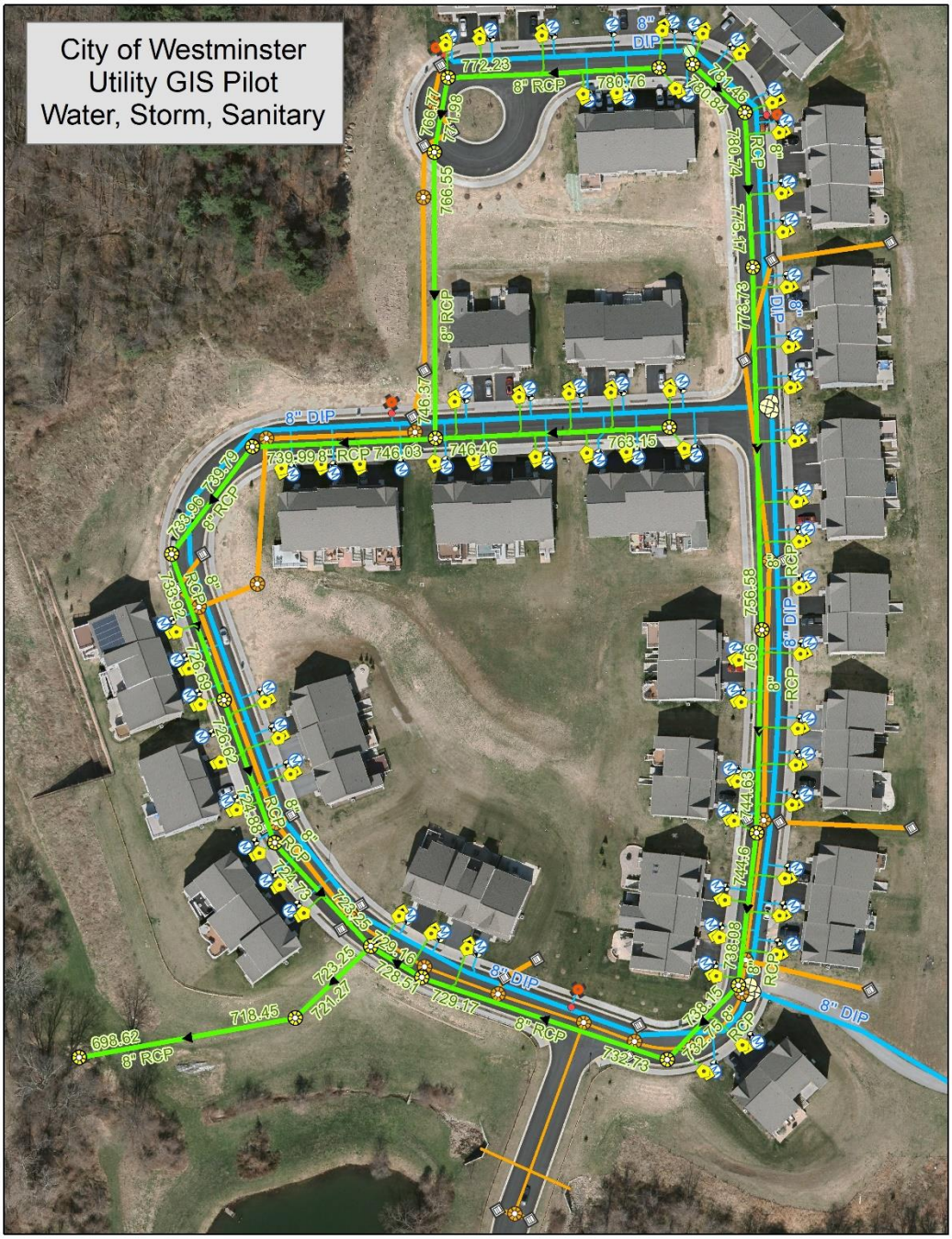
- Sewer line segmentation is not evident. By this we mean that what should be multiple features are depicted as one, with the inverts at the beginning and end but nowhere else:

- There are only a total of 22 light poles depicted in the GIS

Additional examples of similar inconsistencies can be shown if necessary. We believe that the entirety of the existing water and sewer GIS datasets should be abandoned and that a new vectorization effort should be initiated for the water, sanitary sewer, and stormwater infrastructure.

SSA embarked upon a pilot example of what we think the water and sewer infrastructure GIS should be. We investigated the available standard water and sewer data models from Esri to determine a recommendation as to which data model to select. Esri has recently released a new version of what they call their utility network. We have reviewed this new model and we do not believe it is yet ready to be implemented for our customers. We would like to propose utilizing their more standard water and sewer data model. The pilot area that we selected for this effort is the Greenvale Mews subdivision. The data from this pilot area will be provided on the online website that we have set up for

Westminster. The following picture depicts the region and what the completed data will look like when displayed:



This dataset will be demonstrated and discussed during our presentation. During this pilot effort we captured the following:

- Water system – mains, valves, fittings (bends, tees reducers, etc), hydrants, hydrant valves, service lines, curb boxes, customer points (meter serial number assigned based on address)

- Sewer system – Manholes (attributed with manhole number and rim elevation), gravity mains (attributed with upstream and downstream elevations, slope, material, diameter), sewer laterals, cleanouts
- Stormwater – Gravity mains (no material, diameter, or slope were available on the plans but would be captured if available), catch basins, culverts

SSA was provided with a copy of Westminster's water meter inventory. This spreadsheet included 10,382 records with the meter serial number and the "address" of the location of the meter. For the pilot area, we used this spreadsheet to attempt to "geocode" the location of the meter based on the address provided, and snapped the meter location to the end of the service line as depicted on the drawings. This process needs to be done for the entirety of the records in the spreadsheet as described below.

Summary and Phase II Recommendations

SSA completed a series of interviews with representatives from a variety of Westminster departments. Summaries of those interviews are reported above. We then reviewed the existing GIS datasets and other available digital data to determine the best way to proceed.

There are normally several reasons to pursue the implementation and maintenance of GIS technology in a local government environment, including:

1. Inventory of assets for which the government is responsible, possibly including valuation of those assets if desired for accounting purposes
2. Providing better information to the constituents of the jurisdiction and a mechanism to request services that are provided by the government
3. Providing a foundation for each department within the jurisdiction to base budget estimates for maintenance and growth of the assets for which they are responsible
4. Providing data to regulatory agencies as required by regulations administered by that agency
5. Identification of possible sources of increased revenue for the jurisdiction
6. Identification of possible reduction of cost for providing the services provided by the government
7. Providing a unified source of information to inform local government officials about services that the jurisdiction offers and to make informed decisions regarding future expenditures and potential growth

Some government offices provide services to the constituency but do not expect to generate significant revenue for the local jurisdiction based on those services – they are services that are paid for by various forms of taxes. Examples in Westminster of these offices include the city administrator, city attorney, code enforcement, finance, human resources, and police.

Some government offices provide services with both tax revenue and with revenue collected as a result of providing the services. Examples in Westminster of these offices include Housing Services, Community Planning & Development, and Recreation and Parks. The majority of the expenses for services provided by these offices are covered by taxes, however there are often fees associated with

some of the programs offered by the office. These fees are not necessarily intended to cover the cost of providing those services, but the fees do provide some reimbursement for the costs.

Other government offices provide services that are expected to be covered in total by the fees charged. In Westminster, within Public Works the water and sewer fees collected for providing the services and perhaps the garbage and recycling services fall within this category, while the services provided by Engineering and Street Maintenance do not. The new Fiber Optic services will ultimately be expected to be self supporting if not revenue positive.

Most often, local jurisdictions are keenly interested in implementing GIS technology that will either increase revenues to the jurisdiction or decrease expenses. In Westminster, only the use of GIS by DPW will possibly meet this test. Specifically, Garbage and Recycling, and Utilities offer the most promise for both increasing revenues and reducing costs.

One way of potentially increasing revenue for water and sewer services is to identify "customers" who are utilizing the service but not being billed by the City. In other jurisdictions we have been able to identify many of these occurrences through our vectorization and data integration efforts. As previously stated, Westminster reported a water loss of 17%, but it is not clear whether this "loss" is due to "customers" who are not being billed but are using water, from underbilling due to meter failure, or from infrastructure failure (i.e. leaks). It is relatively simple to evaluate the first, assuming we have good data regarding the meters that are being monitored.

Specific Task Recommendations for beginning the effort of developing and deploying quality data:

1. Our first recommended task therefore is to attempt to geocode the entirety of the meter inventory. By locating each meter at least on the property for which it is metering consumption, and given historical consumption data, we can attempt to evaluate whether there are properties that are either not being metered or whose consumption is suspect. It is possible that we will be able to identify properties that are more than likely connected to the water and sewer system but for which no meter is identified. We would work with the City to report such inconsistencies and make an assessment as to whether in fact underbilling is occurring. This underbilling and the related undermetered consumption would serve to reduce the amount of "water loss", and will give a better idea as to what percentage of water is actually lost. It would also serve to increase revenue to the City. We believe this effort can be accomplished for approximately 80 hours.
2. Our second recommendation is that we begin the process of vectorizing the water, sewer, and stormwater infrastructure as depicted on the 1,789 drawing that we have been provided. Based on the effort from the pilot, we believe this effort will require the following:
    a. Project Manager: 300 hours
    b. GIS Analyst: 250 hours
    c. GIS Technician: 1800 hours

    This effort can begin immediately and can be well on its way by the end of June 2020.

3. Concurrent with 2. Above. We would begin to work with the City GIS staff and DPW utility maintenance to locate the source materials for those sections of the city that are not covered by the data that was provided in the 1,789 sheets.

4. The City has been conducting its own video inspections of the sanitary sewer system for a number of years. SSA has developed tools for the integration of such video inspection footage and the accompanying inspection data, formatted in PACP compliance. As the development of the sewer mainline vectorization takes place, SSA would like to inventory available video and PACP-compliant data and integrate it with the new features. The result will be a map-based information system that Utility Maintenance can use to better understand the City' sewer condition and plan for necessary mitigation of defects. In addition, review of the video will allow SSA technicians to more accurately locate service lateral connections to properties and map those locations. It is possible that unknown service connections will be identified during this process and that as a result additional revenues can be generated by including these properties in the billing cycle.
5. The City has recently completed the installation of fiber optic cable and is now offering high speed internet services to its constituents. SSA proposes to map the locations of this fiber system and to map the locations of "drops" for new customers, thus providing a GIS-based view of the system as it grows. We propose to complete this effort concurrent with the vectorization of the water and sewer infrastructure.
6. The City needs to have the data developed in 1-5 above accessible to relevant City staff and ultimately housed on the City's computer infrastructure. While the vectorization and data development efforts proceed, SSA proposes to work toward configuration and deployment of a series of AGOL/WebAppBuilder sites. These sites will first be deployed on SSA's server infrastructure (and access will be given to City personnel), and in cooperation with City staff, will be refined as necessary. Following that, SSA will work with City staff to deploy the sites onto the City's infrastructure or in the cloud as desired.
7. While these conversion and deployments efforts are ongoing, SSA would like to continue to investigate:
    a. The City's Stormwater infrastructure features and database. As mentioned above, the City is responsible for the development of its MS4 permit database in conformance with Carroll County's and the MDE requirements. Once in a proper format, DPW's street maintenance division is responsible for maintenance of this infrastructure. We would like to investigate the current state of this database and DPW's maintenance schedule to insure compliance with County and State requirements.
    b. Field investigations and GPS infrastructure. Westminster's ability to use current field data collection technology is limited. The City does not operate a GPS base station, and does not have sufficient GPS technology to perform the data capture necessary to build or maintain the GIS data. It will be desirable to map the locations of water meters, sewer cleanouts, manholes and inverts for both sanitary and stormwater infrastructure, etc. We would like to work with the City staff to evaluate the needs for field data collection hardware and software and perhaps begin addressing those needs.
    c. Investigate the requirements and scope for vectorizing the water treatment plant, the sewage treatment plant, the pump stations, and other infrastructure operated and maintained by DPW.
    d. Continue working with the Police Department to better understand their desires for integration of mapping technology into their operations, and suggest the best way forward.

e. Begin working with the other City departments to scope out priorities and costs for implementing some of the other desires as identified during the interview process.

Phase II Budget

The City of Westminster is contracted with Spatial Systems Associates under the State of Maryland CATS+ consulting contract. The contract documents and price schedule for this vehicle has previously been provided to the City. We are currently in Year 8 of this contract. The table below indicates the proposed budget for the seven tasks outlined above. The classifications for personnel to work on these efforts are those classifications outlined in the CATS+ contracting vehicle. The proposed rates are significantly below the current year rate for each classification. Spatial Systems Associates is offering these rates to Westminster as an accommodation. We are prepared to begin providing these services immediately upon notification to proceed. Invoices will be prepared monthly at the beginning of each month for services provided during the preceding month, and are payable within 30 days.

Classification	Hours	Rate	Total
Task 1 - Geocode meter inventory			
Project Manager	60	$ 200.00	$ 12,000.00
Task 2 - Vectorize 1,789 images			
Project Manager	300	$ 200.00	$ 60,000.00
GIS Analyst	250	$ 130.00	$ 32,500.00
GIS Technician	2000	$ 100.00	$ 200,000.00
Task 3 - Identify additional souce matls			
Project Manager	60	$ 200.00	$ 12,000.00
Task 4 - Video inspection integration			
Project Manager	40	$ 200.00	$ 8,000.00
GIS Analyst	80	$ 130.00	$ 10,400.00
GIS Technician	200	$ 100.00	$ 20,000.00
Task 5 - Fiber Optic system vectorization			
Project Manager	60	$ 200.00	$ 12,000.00
GIS Analyst	60	$ 130.00	$ 7,800.00
GIS Technician	350	$ 100.00	$ 35,000.00
Task 6 - AGOL/WebAppBuilder deployment			
Project Manager	60	$ 200.00	$ 12,000.00
Database Manager	30	$ 150.00	$ 4,500.00
Applications Programmer	120	$ 150.00	$ 18,000.00
Task 7 - Other Investigations			
Project Manager	250	$ 200.00	$ 50,000.00
			$ 494,200.00

We look forward to continuing to assist Westminster in its efforts to more productively use GIS technology.

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: February 20, 2020

Re: Approval of Emergency Ordinance No. 921 – Authorizing the Conveyance of Right-of-Way to Baltimore Gas and Electric Company for the Purpose of Installing, Reconstructing, Operating, and Maintaining Certain Electricity Transmission Facilities to Provide Power to the City's Wastewater Treatment Plant

Background

The City's Wastewater Treatment Plant is currently under a $77 million renovation to for an Enhanced Nutrient Removal (ENR) process to meet stricter environmental "limit of technology" standards in accordance with the Maryland regulations. Part of the renovation necessitates improvements to the existing electrical service, as the demand will increase along with additional service locations; this is a change from the current single feed system.

Baltimore Gas and Electric Company (BGE), the City's electrical power supplier, is willing to install, reconstruct, operate, and maintain the required electrical infrastructure to service the renovated treatment plant. BGE requires a right-of-way across the property, as described in Exhibit A, to accomplish the above activities.

The right-of-way agreement and alignment of the layout is currently in draft form, awaiting final approval by BGE's design team, which is expected very soon. This process is inherently slow, as it requires many moving parts between the City, BGE, and the contractor to come together. This ordinance has been structured to minimize the inherent delays by authorizing approval signatures at such time as the final documents are available.

Proposed Ordinance No. 921 has been drafted as an emergency ordinance, which would take effect immediately upon its passage and approval to facilitate the expeditious performance of the work contemplated by the easement and the prompt performance of the City's renovations to the Wastewater Treatment Plant.

Recommendation

Staff recommends that the Common Council adopt Emergency Ordinance No. 921 and authorize the Mayor's execution of the associated Right-of-Way Agreement to allow BGE to install, reconstruct, operate, and maintain certain electrical infrastructure.

Attachments

- Emergency Ordinance No. 921
- Wastewater Treatment Plant Property Description (Exhibit A)

cc: Barbara B. Matthews, City Administrator

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

EMERGENCY ORDINANCE NO. 921

AN EMERGENCY ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, AUTHORIZING THE CONVEYANCE OF A RIGHT-OF-WAY TO BALTIMORE GAS AND ELECTRIC COMPANY FOR THE PURPOSE OF INSTALLING, RECONSTRUCTING, OPERATING, AND MAINTAINING CERTAIN ELECTRICITY TRANSMISSION FACILITIES TO PROVIDE POWER TO THE CITY'S WASTEWATER TREATMENT PLANT, ACROSS CITY PROPERTY SITUATED ON THE NORTH SIDE OF NEW WINDSOR ROAD (ROUTE 31), WEST SIDE OF NEW WINDSOR PIKE

WHEREAS, the Mayor and Common Council of Westminster (hereinafter, "the City") owns certain real property ("the Property"), situated on the north side of New Windsor Road (Route 31), west side of New Windsor Pike, in the Seventh District of Carroll County, and more fully described in Exhibit A hereto, titled "Annexation Description, Area: 12.4205 Acres", which property consists of three parcels acquired by the City by deeds recorded in the Land Records of Carroll County at liber 1037, folio 245, liber 465, folio 582, and liber 463, folio 622; and

WHEREAS, the City owns and operates a wastewater treatment plan on the Property that it is renovating to meet stricter environmental protection standards in accordance with State law; and

WHEREAS, in order to complete the renovation of the treatment plant, certain additional electric generating facilities are required; and

WHEREAS, Baltimore Gas and Electric Co. ("BGE"), the City's electrical power supplier, is willing to install, reconstruct, operate, and maintain the required electrical infrastructure for service to the renovated treatment plant provided that the City grant it a right-of-way across the Property described in Exhibit A hereto, in order to accomplish said activities; and

WHEREAS, the City requires the expeditious performance of the work contemplated by the easement in order to facilitate the prompt performance of its renovations to the treatment plant and the Common Council deems the potential consequences of any delay in the treatment plant renovations sufficiently grave to warrant the declaration of an emergency, permitting the Council to dispense with the second reading of the ordinance in order to adopt the ordinance at the same meeting at which it was introduced and to permit the ordinance to take effect immediately upon signature by the Mayor.

Section 1. BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF WESTMINSTER that the City does not require the exclusive use of the property described in Exhibit A for other public purposes.

Section 2. BE IT FURTHER ORDAINED BY THE MAYOR AND COMMON COUNCIL OF WESTMINSTER that the Mayor is authorized to execute a Right-of-Way Agreement creating an easement over the Property in order to allow BGE to install, reconstruct,

operate and maintain certain electrical infrastructure intended to provide electrical service to the renovated treatment plant.

Section 3. **BE IT FURTHER ORDAINED BY THE MAYOR AND COMMON COUNCIL OF WESTMINSTER** that this Ordinance shall take effect immediately upon signature by the Mayor, unless it is returned unsigned by the Mayor at the next meeting of the Mayor and Common Council together with the Mayor's reasons for withholding his signature therefrom, and is not passed thereafter by the votes of four-fifths of the members of the Common Council, and further provided that it is posted after adoption for not less than two weeks in some conspicuous location in the City Hall and recorded in a book provided for that purpose.

INTRODUCED this ____ day of February, 2020

_____
Shannon Visocsky, City Clerk

PASSED this _____day of February, 2020

_____
Shannon Visocsky, City Clerk

APPROVED this _____day of February, 2020

_____
Joe Dominick, Mayor

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

_____
Elissa D. Levan
City Attorney

Exhibit A

BPR, Incorporated
150 Airport Drive
Suite 4
Westminster, Maryland 21157
410-857-9030

January 9, 2017
BPR Job Number: 16-103-000

ANNEXATION DESCRIPTION
Area: 12.4205 Acres

ALL THAT LAND OF THE WESTMINSTER WASTE WATER TREATMENT SITUATED ON NEW WINDSOR ROAD, MARYLAND ROUTE 31 AND OLD NEW WINDSOR ROAD IN THE SEVENTH (7TH) ELECTION DISTRICT OF CARROLL COUNTY, MARYLAND.

Beginning for the same at a point on the westernmost Right-of-Way line of Old New Windsor Road as laid out and shown on SHA Right-of-Way Plat # 27682, 30 feet from and opposite baseline of Right-of-Way station 3 + 19.98, said beginning point being at the end of the third (3rd) or North 57 degrees 35 minutes 56 seconds East, 344.65 foot line of a conveyance from B. and J. Auctions, Incorporated to The Mayor and Common Council of Westminster by deed dated January 29, 1987 and recorded among the Land Records of Carroll County in Liber L.W.S. 1037, Folio 245 and said beginning point also being at the end of the fifth (5th) or South 25 degrees 03 minutes 31 seconds East, 179.00 foot line if a conveyance from Addie B. Cook to The Mayor and Common Council of Westminster by deed dated December 4, 1969 and recorded among the land records of Carroll County in Liber C.C.C. 463, Folio 622; thence leaving the place of beginning and the said second (2nd) mentioned conveyance to The Mayor and Common Council of Westminster and running for the outline of said Annexation and of the land of The Mayor and Common Council of Westminster, the first (1st) seven (7) lines of which are also running on the Right-of-Way line of Old New Windsor Road and of New Windsor Road, Maryland Route 31, bearings referred to Grid North as established for the Maryland Sate Coordinate System,

1. South 24 degrees 59 minutes 13 seconds East. 66.13 feet; thence,
2. by a curve to the right, southeasterly 48.83 feet, said curve having a radius of 924.93 feet and a chord bearing and distance of South 23 degrees 28 minutes 29 seconds East 48.82 feet; thence,

3. South 19 degrees 15 minutes 27 seconds West, 54.49 feet; thence,
4. South 59 degrees 45 minutes 43 seconds West, 101.98 feet; thence,
5. South 71 degrees 04 minutes 19 seconds West, 100.00 feet; thence,
6. South 65 degrees 21 minutes 41 seconds West, 100.50 feet ; thence,
7. South 71 degrees 04 minutes 19 seconds West, 45.30 feet; thence leaving the Right-of-Way line of New Windsor Road, and continuing on the outline of said conveyance to The Mayor and The Common Council of Westminster,
8. North 22 degrees 32 minutes 36 seconds West, 98.58 feet: thence,
9. North 65 degrees 09 minutes 45 seconds West, 289.46 feet; thence,
10. South 70 degrees 55 minutes 00 seconds West, 327.50 feet to the third (3rd) or North 13 degrees 49 minutes 54 seconds West, 100.00 foot line of a conveyance from E. Lindsay Cook to the Mayor and the City Council of Westminster by deed dated January 28, 1969 and recorded among the Land Records of Carroll County in Liber C.C.C.465, Folio 582; thence running and binding on the outline of said third (3rd) mentioned conveyance to the Mayor and City Council of Westminster,
11. North 13 degrees 51 minutes 37 seconds West, 100.29 feet; thence,
12. North 76 degrees 08 minutes 23 seconds East, 50.00 feet; thence,
13. North 13 degrees 53 minutes 22 seconds West, 673.76 feet; thence,
14. South 72 degrees 49 minutes 54 seconds East, 522.88 feet; thence,
15. South 65 degrees 46 minutes 39 seconds East, 152.20 feet; thence,
16. North 44 degrees 24 minutes 11 seconds East, 104.98 feet to the south side of Old New Windsor Road; thence running and binding on the south side of Old New Windsor Road, and also on the outline of the second (2nd) mentioned conveyance to The Mayor and Common Council of Westminster,
17. South 54 degrees 46 minutes 04 seconds East, 172.92 feet; thence,
18. South 45 degrees 48 minutes 48 seconds East, 69.11 feet; thence,
19. South 30 degrees 44 minutes 36 seconds East, 82.42 feet; thence,
20. South 15 degrees 53 minutes 48 seconds East, 50.64 feet; thence,
21. South 24 degrees 59 minutes 13 seconds East, 180.02 feet to the place of beginning.

Containing: 12.4205 acres more or less.

A licensed Maryland Surveyor either personally prepared the metes and bounds description(s) as contained herein, or was in responsible charge over its preparation and the surveying work reflected in it, in compliance with the Maryland Minimum Standards of Practice for Land Surveyors.

To: Mayor and Common Council

From: Darlene Childs, Director of Human Resources

Date: February 20, 2020

Re: Resolution No. 20-01, Approving and Adopting Plan Documents for the City's Cafeteria Benefits Plan, including Its Flexible Spending Account (FSA)

Background

Attached for your information and review is Resolution No. 20-01, changing the minimum hours worked per week for FSA plan eligibility requirements from 20 hours to 25 hours for part-time employees and to 35 hours for full-time employees.

The updated Cafeteria Benefit Plan Document, Benefit Plan Description and Adoption Agreement, and Summary of the City of Westminster Cafeteria Benefit Plan reflect the change in the minimum hours for eligibility. Copies of these documents are attached.

This change to the FSA Plan follows the Mayor and Common Council's January 27, 2020 approval of the change to the part-time employee classification from a minimum of 20 hours worked per week to a minimum of 25 hours worked per week.

Recommendation

Staff recommends that the Common Council adopt Resolution No. 20-01, approving and adopting Plan documents for the City's Cafeteria Benefits Plan, including its Flexible Spending Account Plan.

Attachments

- Resolution No. 20-01
- Cafeteria Benefit Plan Document
- Cafeteria Benefit Plan Description and Adoption Agreement
- Summary of the City of Westminster Cafeteria Benefit Plan

cc: Barbara B. Matthews, City Administrator

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

RESOLUTION 20-01

OF THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, APPROVING AND ADOPTING PLAN DOCUMENTS FOR THE CITY'S CAFETERIA BENEFITS PLAN, INCLUDING ITS FLEXIBLE SPENDING ACCOUNT PLAN

WHEREAS, The Mayor and Common Council of Westminster (hereinafter, "the City") is authorized to provide various benefits for its eligible employees and strives to upgrade said benefits consistent with the public interest; and

WHEREAS, by Resolution No. 99-5, on May 24, 1999, the City determined to provide a Flexible Benefit Plan, also called a Flexible Spending Account Plan ("FSA Plan"), to its eligible employees; and

WHEREAS, the City has from time to time, by Resolution, amended and/or restated the terms of the FSA Plan; and

WHEREAS, the City wishes to modify the FSA Plan to change the eligibility requirements for minimum hours worked per week required for participation from twenty (20) hours to minimum hours worked per week required for participation for part-time employees to twenty-five (25) hours and for full-time employees to thirty-five (35) hours; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF WESTMINSTER that the documents attached hereto as, collectively, Exhibit A, specifically, the City of Westminster Cafeteria Plan Document, the City of Westminster Cafeteria Benefit Plan Description and Adoption Agreement, and the City of Westminster Cafeteria Plan Summary are approved and adopted.

AND, BE IT FURTHER RESOLVED by The Mayor and Common Council of Westminster that the Mayor is authorized to execute and deliver, subject to the approval of the City Attorney, any and all documents necessary to implement the Cafeteria Plan as set forth in Exhibit A.

AND, BE IT FURTHER RESOLVED by The Mayor and Common Council of Westminster that the effective date of the City's restated Cafeteria Plan shall be January 27, 2020 at which time the minimum hours that an employee must work per week to qualify for insurance benefits shall be twenty five (25) hours, and that this Resolution shall take effect retroactively to January 27, 2020 upon its passage and approval.

INTRODUCED this _____ day of February 24, 2020

_____
Shannon Visocsky, City Clerk

ADOPTED this _____ day of February 24, 2020.

_____
Shannon Visocsky, City Clerk

APPROVED this _____ day of February 24, 2020.

_____
Joe Dominick, Mayor

APPROVED AS TO FORM AND SUFFICIENCY
this _____ day of February 24, 2020.

_____
Elissa D. Levan, City Attorney

City of Westminster
Cafeteria Benefit Plan Document

Article 1. **Introduction**

1.1 Amendment and Restatement of Plan. The City of Westminster (the "Employer") hereby amends and restates its Cafeteria Plan (the "Plan") that was established on January 1, 1999 for its employees in accordance with Internal Revenue Code ("Code") §125. The Effective Date of this amended and restated Plan is January 27, 2020. The Health FSA portion of the Plan is intended to qualify as a "self-insured medical reimbursement plan" under Code §105, and the Medical Care Expenses reimbursed under the plan are intended to be eligible for exclusion from participating Employees' gross income under Code § 105(b). The DCAP is intended to qualify as a "dependent care assistance plan" under Code § 129, and the dependent care expenses reimbursed under the plan are intended to be eligible for exclusion from participating Employees' gross income under Code §129(a).

1.2 Purpose of the Plan. The purpose of the Plan is to provide employees a choice between cash and qualified benefits under certain employee benefit plans maintained by the Employer. This Plan is designed to permit Eligible Employees to elect premium payment, flexible spending account and dependent care benefits, and to pay for those benefits with a combination of Employer and Employee contributions, as described in this Plan Document.

1.3 Separate Plans. Although contained within one document, the Health FSA and the DCAP are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by §§ 105 and 129 of the Code. The Health FSA is a separate plan for purposes of applicable provisions of COBRA.

Article 2. **General Definitions**

2.1 Account means, as applicable, the Health FSA Account and the DCAP Account for each Participant as described in Article 10.

2.2 Administrator means the Employer.

2.3 Change in Status means (1) a change in the Participant's legal marital status, including marriage, divorce, death of spouse, legal separation or annulment; (2) change in the number of dependents, including birth, adoption, placement for adoption, and death; (3) change in employment status, including any employment status change affecting benefit eligibility of the Participant, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, and a change in worksite (but only if the benefit eligibility is lost or gained as a result of the event); (4) a change in Dependent eligibility due to attainment of age, gain or loss of student status, marriage or any similar circumstances; (5) residence change of Participant, spouse or Dependent affecting the Participant's, spouse's or Dependent's eligibility for coverage; and (6) commencement or termination of adoption proceedings.

2.4 Claims Administrator means the entity (or entities) that has (have) contracted with the Administrator to process claims on behalf of the Administrator. The Claims Administrator, if any, is identified in the Cafeteria Benefit Plan Description and Adoption Agreement.

2.5 COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.6 Code means the Internal Revenue Code of 1986, as amended.

2.7 Compensation means the amount of wages reported for a Participant by the Employer on Form W-2 prior to any pre-tax contributions made under this Plan, any other cafeteria plan, or any pre-tax parking program as described in Code § 132(f)(4).

2.8 Component Plan(s) means the employee welfare benefit plan(s) that are identified in the Cafeteria Benefit Plan Description and Adoption Agreement, the premiums of which are subject to pre-tax deduction from the Participant's Compensation under the terms of this Plan.

2.9 DCAP means the Dependent Care Assistance Plan.

2.10 Dependent means an individual who is the spouse of a Participant or child of a Participant as defined in Code Section 152 (f)(1) who, as of the end of the taxable year, has not attained age 27 and any other individual who is a dependent as defined as in Code §152 , determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof and related IRS publications. For purposes of the Component Plans, this definition of Dependent does not include any Dependent who is not eligible for coverage under such Component Plan and includes all Dependents who are eligible for coverage under the Component Plan. For purposes of COBRA, Dependent will be defined in accordance with COBRA.

2.11 Eligible Employee means any Employee who has met the Eligibility Requirements described in Article 3.1 of this Plan Document.

2.12 Employee means any individual who is a common-law employee of the Employer or a Related Employer and is on the W-2 payroll of such Employer. Employee does not include (a) any leased employee, or an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee for the period during which the individual is classified, whether or not such individual is on the W-2 payroll of the Employer or a Related Employer or is determined to be a common-law employee; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency; (c) any self-employed individual; (d) any partner in a partnership; and (e) any shareholder who holds more than a 2% interest in a Subchapter S corporation.

2.13 Employer means City of Westminster and any related employers identified on the Cafeteria Benefit Plan Description and Adoption Agreement.

2.14 Cafeteria Benefit Plan Description and Adoption Agreement means the document attached to this Plan Document that describes the specific features of this Cafeteria Plan.

2.15 FMLA means the Family and Medical Leave Act of 1993, as amended.

2.16 Grace Period means the 2 ½ month period after the end of any Plan Year during which a Participant, spouse or Dependent can continue to incur expenses that are eligible for reimbursement from the funds contributed during that (prior) Plan Year.

2.17 Health FSA means the health care flexible spending account portion of this Plan.

2.18 Medical Care Expenses means the expenses that are eligible for reimbursement under the Health FSA as described in Article 7.3 and in the Summary Plan Description.

2.19 Participant means an Eligible Employee who has made an election to participate in the Plan and who has not terminated his participation during any open enrollment period.

2.20 Payment means all activities regarding the provision of benefits under the Health FSA.

2.21 Plan Year means the year beginning on the Plan Year Start Date and ending on the Plan Year End Date as identified on the Cafeteria Benefit Plan Description and Adoption Agreement.

2.22 Related Employer means any employer that is a member of a related group of organizations with the Employer as shown on the Cafeteria Benefit Plan Description and Adoption Agreement, and as specified under Code § 414(b), (c) or (n).

2.23 Salary Reduction Agreement means the election form that must be completed by each Eligible Employee, except as otherwise provided in this Plan Document, before his or her participation in the Plan will begin.

Article 3. **Eligibility and Participation**

3.1 Eligibility to Participate. An individual is eligible to participate in this Plan if the individual (a) is an Employee; (b) is regularly scheduled to work the number of hours (if any) shown on the Cafeteria Benefit Plan Description and Adoption Agreement, which is attached to this Plan Document; (c) has been employed by the Employer for the length of time required on the Cafeteria Benefit Plan Description and Adoption Agreement (if any); and (d) meets any age requirements shown on the Cafeteria Benefit Plan Description and Adoption Agreement. Once the Employee has met the Plan's eligibility requirements, the Employee must complete a Salary Reduction Agreement to be eligible to participate in one of the Component Plans (unless otherwise specified under Participation in the Cafeteria Benefit Plan Description and Adoption Agreement) and to participate in the DCAP or the Health FSA. Participation in the Premium Payment component of this Plan will become effective as of the first payroll period following submission of a Salary Reduction Agreement or enrollment form (as required) and the effective date of the Employee's coverage under any of the Component Plans. Participation in the Health FSA and DCAP will become effective for each Employee as of the first payroll period following completion of all Eligibility Requirements and submission of a Salary Reduction Agreement.

3.2 Termination of Participation. A Participant's participation in the Plan will end on the earlier of the following: (a) for the Premium Payment component, the expiration of the Participant's enrollment in all of the Component Plans that require employee contributions; (b) for the Health FSA and DCAP components, the date that the Participant revokes his or her election to participate under a circumstance when such change is permitted under the terms of the Plan; (c) the termination of this Plan; or (d) the date on which the Employee ceases to be an Eligible Employee. Reimbursements from the Health FSA and DCAP Accounts after termination of participation will be made pursuant to Articles 7.7, 8.5 and 9.7.

3.3 Participation Following Termination of Employment or Loss of Eligibility. If a Participant terminates his or her employment or loses eligibility under this Plan for any reason including disability, retirement, layoff or voluntary resignation and then is rehired within 30 days, the Employee will be reinstated as a Participant in the Premium Payment component to the extent that the Employee's participation in any of the Component Plans is also reinstated. For the Health FSA and DCAP components, the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire, and will be subject to any applicable waiting period.

3.4 FMLA Leaves of Absence. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying paid or unpaid leave under the FMLA, the Employer will maintain the Participant's coverage under the Health FSA, the DCAP, and the applicable Component Plans (as required by the FMLA and as determined by the Employer's policies for coverages that are not health benefits subject to the FMLA) on the same terms and conditions as if the Participant were still an active Employee. During any such period, the Participant's share of the premiums shall be paid by the Participant in one of the following ways, as determined by the Employer:

(1) with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
(2) with pre-tax dollars, by having such amounts deducted from the Participant's ongoing Compensation (if any, including unused sick days and vacation days), or by pre-paying all or a portion of the premium for the expected duration of the leave on a pre-tax basis out of pre-leave Compensation. To pre-pay the premium, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year)
(3) under another arrangement agreed upon between the Participant and the Employer.

3.5 Other Leaves of Absence. If the Participant goes on an unpaid leave of absence that does not affect eligibility (based on the policies of the Employer), then the Participant will continue to participate and the premium due for the Participant will be paid by pre-payment before going on the leave, by after tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Employer.

Article 4. **Election Procedures**

4.1 Elections When First Eligible. For the Premium Payment component, an Eligible Employee who enrolls in one of the Component Plans must complete a Salary Reduction Agreement or enrollment form prior to the effective date of coverage under any of the Component Plans in order for the Employee to participate in any of these plans. For the Health FSA and DCAP, the maximum and minimum permitted elections (if any) are included in the Cafeteria Benefit Plan Description and Adoption Agreement and will be shown on the Salary Reduction Agreement or an attached document. These amounts may change at the beginning of each Plan Year. For the Health FSA and DCAP, an Employee who first becomes eligible to participate in the Plan mid-year may commence participation at the end of the Waiting Period, if any, specified in the Cafeteria Benefit Plan Description and Adoption Agreement if all eligibility requirements have been satisfied, provided that a Salary Reduction Agreement is submitted to the Administrator before the effective date. The amount that the Participant can contribute to the Health FSA and the DCAP Plans will not be pro-rated for a mid-year enrollment, but will be pro-rated for the Premium Payment component. If an Employee does not enroll when first eligible, he or she may not enroll until the next open enrollment period, unless an event occurs that would permit a mid-year election change as described in Article 4.3. The provisions

of this Plan are not intended to override any exclusions, eligibility requirements or waiting periods specified in the Component Plans.

4.2 Election During Open Enrollment Period. For the Health FSA and DCAP Plans, each Participant will be asked to complete a new Salary Reduction Agreement during each open enrollment period that is held prior to the start of any Plan Year. If the Participant fails to return the Salary Reduction Agreement during the open enrollment period, then the Employee's election will be terminated for the Plan Year. Participation in the Component Plans will continue regardless of whether or not the Participant completes a new Salary Reduction Agreement during any open enrollment period.

4.3 Irrevocability of Elections. A Participant's salary reduction election may not be changed during a Plan Year except as described below. For the Premium Payment component, all elections are required to be consistent with any change of election under any Component Plan.

(1) the Participant experiences a Change in Status;
(2) for the Premium Payment component only, an event occurs that triggers one of the HIPAA Special Enrollment Rights, as described in the plan documents for the Component Plans;
(3) the Participant, spouse or a Dependent becomes entitled to coverage under Medicare;
(4) the Participant goes on a FMLA leave of absence or other non-FMLA leave of absence;
(5) the Participant receives a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a Qualified Medical Child Support Order) requiring the Participant to provide coverage for a dependent or requiring another person to provide such coverage;
(6) for the Component Plans only, there is a significant change in cost (whether an increase or decrease) in one of the Component Plans. Participants are required to increase their elective contributions to reflect insignificant increases in their required contributions or to decrease their elective contributions to reflect insignificant decreases in their required contributions. The Employer, in its sole discretion and on a uniform and consistent basis, will determine whether the cost increase or decrease is significant or insignificant. For an insignificant increase or decrease, the change in election will be made automatically on a prospective basis;
(7) for the Component Plans only, there is a significant curtailment of coverage or an addition or significant improvement in a Component Plan. The Employer in its sole discretion and applied on a consistent basis will determine whether there has been a significant curtailment (with or without loss of coverage) or an addition or significant improvement in a Component Plan that entitles a Participant to make a corresponding election change. In the case of curtailment that results in a loss of coverage, the Employer may permit the Participant to withdraw from the Plan.
(8) for the Component Plans or the DCAP Plan, there is a change made under another employer plan and the other plan allows an election change or the other employer plan has a different period of coverage.
(9) For the Component Plans, the Participant, spouse or a Dependent loses coverage under a Medicaid Plan under Title XIX of the Social Security Act;
(10) For the Component Plans, the Participant, spouse or a Dependent loses coverage under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act;

(11) For the Component Plans, the Participant, spouse or a Dependent is determined to be eligible for group health plan premium assistance under Medicaid or SCHIP plan.

4.4 Additional Information Regarding Mid-year Election Changes:

(1) Except in limited circumstances, benefit election changes made on account of a Change in Status as described above must be applied prospectively.
(2) Participants' pre-tax health contributions will automatically be adjusted if there is an increase or decrease in the cost of coverage through the Plan. Such adjustments will be made prospectively.
(3) If a Participant experiences a Change in Status and wants to add an eligible Dependent to his/her coverage, notification to the Employer must be made by the end of the enrollment period. The enrollment period is:
   a) 30 calendar days after a Change in Status;
   b) 60 calendar days in the case of loss of coverage under Medicaid or CHIP or eligibility based on the determination that the Participant, spouse or Dependent is eligible for premium assistance under Medicaid or CHIP; or
   c) 30 calendar days after any other event.

4.5 Election Modifications required by the Employer. The Employer may, at any time, require any Participant or class of Participants to amend the amount of his or her salary reductions during a Plan Year if the Employer determines that such action is necessary or advisable in order to (a) satisfy any of the IRC's nondiscrimination requirements applicable to this Plan; (b) prevent any Employee from having to recognize more income for federal income tax purposes from the receipt of benefits under this Plan than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan. Elections may be changed automatically if there is any change in the Participants' share of the costs under any Component Plan or any insurance company or administrator changes its rates.

Article 5. **Methods of Funding**

5.1 Employer and Participant Contributions. For Participants who elect benefits under any Component Plan, the Employer will contribute a portion of the premium as provided in the open enrollment materials furnished to Employees and/or set forth on a Salary Reduction Agreement. All contributions made under this Plan by the Employer will be made directly out of its general assets. Participants who elect coverage under any Component Plan must pay for their share of the cost of coverage, as determined by the Employer. Participants who elect coverage under the Health FSA or the DCAP must pay their elected contributions on a pre-tax salary reduction basis by completing a Salary Reduction Agreement, unless otherwise specified in the Cafeteria Benefit Plan Description and Adoption Agreement.

5.2 Cash Option. If an Employee elects not to participate in any of the Component Plans, the Employee will receive an amount, if any, equal to the Cash Option shown on the Cafeteria Benefit Plan Description and Adoption Agreement. If no amount is shown under this provision, then the Cash Option is not available.

5.3 Salary Reductions. The salary reduction amount for a pay period for a Participant is an amount equal to the total annual premium contribution required for the Component Plans and the total elected contributions under the Health FSA and DCAP payable by the Participant, divided by the number of pay periods during the Plan Year; or an amount otherwise agreed upon by the Employer and the Participant as shown on the Salary Reduction Agreement or other documentation for that Plan Year. Salary reductions that are applied by the Employer to pay for the Participant's share of the cost of coverage for the Component Plans are considered to be Employer contributions.

Article 6. **Premium Payment Plan**

6.1 Benefits. The specific benefits, types and amounts of coverage, requirements for participation, and other terms and conditions of the coverage provided under the Component Plans are fully explained in the plan documents for each of these Plans. A list of the Component Plans that are subject to this Plan is included in the Cafeteria Benefit Plan Description and Adoption Agreement.

6.2 Insurance Benefits Provided under the Applicable Insurance Plan. All insured Component Plans that are available under this Plan will be provided by the Employer's health insurance policy, not this Plan. All self-funded Component Plans are provided in accordance with the plan document for those plans. All claims to receive benefits and issues of coverage will be subject to and governed by the terms and conditions of the applicable plan documents.

6.3 Continuation Coverage. Notwithstanding any provision to the contrary in this Plan, to the extent permitted by Code Section 4980B, a Participant who has elected continuation coverage under any Component Plan can continue to participate in this Plan. If there is no compensation paid, all contributions made under the Plan must be made directly by the Participant on an after tax basis. Code Section 4980B will govern if there is any conflict with the terms of this Plan.

6.4 Continuation under USERRA. Coverage and benefits with respect to qualified military service will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Article 7. **Health FSA Component**

7.1 Benefits. An Eligible Employee can elect to participate in the Health FSA component by electing to receive benefits in the form of reimbursements for Medical Care Expenses. Benefits elected will be funded by Participant contributions as provided above.

7.2 Benefit Premiums. The annual premium is equal to the annual benefit amount elected by the Participant, subject to any maximum or minimum amounts shown in the Cafeteria Benefit Plan Description and Adoption Agreement and the Summary Plan Description.

7.3 Eligible Medical Care Expenses. Under the Health FSA component, a Participant may receive reimbursements for Medical Care Expenses incurred during the Plan Year for which an election is in force.

(1) A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the Participant, spouse or Dependent is billed for, is charged for, or pays for the medical care. For orthodontia expenses, the Administrator will determine the amount that can be reimbursed in any one Plan Year by taking the total charges billed and dividing this amount by the total time over which the services will be rendered. If a fee is paid at the start of orthodontic treatment to cover initial services performed, it can be reimbursed at that time, with the remaining treatment cost pro-rated over the total length of treatment.

(2) "Medical Care Expenses" means expenses incurred by a Participant or his or her spouse or Dependent for medical care, as defined in Code § 213 and in the Summary Plan Description, other than those expenses that are excluded, as described in the Summary Plan Description. Medical expenses that are reimbursed by another accident or health plan are not eligible as Medical Care Expenses under this Plan.

7.4 Uniform Coverage. The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Plan Year shall be available at all times during the Plan Year and the Grace Period, reduced by any prior reimbursements under the Plan.

7.5 Grace Period. If a grace period is included in this Plan as shown on the Cafeteria Benefit Plan Description and Adoption Agreement, Participants will have an additional 2 ½ months after the end of any Plan Year in which to incur eligible expenses that can be reimbursed with salary reductions from the previous year. However, claims will be paid in the order received, so that the first claims submitted during the year will be paid using the prior Plan Year's remaining balance, if any.

7.6 Maximum and Minimum Benefits. The maximum and minimum annual benefit amounts that a Participant may elect to receive under this Plan are shown on the Cafeteria Benefit Plan Description and Adoption Agreement and are described in the Summary Plan Description. These maximum and minimum amounts apply regardless of whether the Participant first becomes eligible and elects to participate in the middle of a Plan Year. The annual benefit amount will not be prorated.

7.7 Carry-Forward.
If a Participant (and/or his or her Dependents) incurs, during the Plan Year, aggregate expenses qualifying for reimbursement less than the dollar amount available in the Health FSA for a Plan Year, any amount remaining in the Participant's Reimbursement Account as of the end of the Plan Year will be carried forward up to a maximum of $500.

7.8 Reimbursements after Termination. When a Participant's participation in the Health FSA component ends, the Participant's salary reductions will terminate. The Participant will not be able to receive reimbursement for Medical Care Expenses incurred after the end of the Grace Period, except as provided in Section 7.9 below.

7.9 Continuation of Coverage. Notwithstanding any provision in this Plan to the contrary, to the extent required by COBRA if the Employer is subject to the provisions of COBRA, a Participant (and his or her Dependents) whose coverage terminates under the Health FSA because of a COBRA qualifying event shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA the day before the qualifying event until the end of the current Plan Year. Coverage under COBRA will be subject to all conditions and limitations imposed by COBRA. Premiums will be considered to be paid on an after tax basis unless otherwise permitted by the Administrator on a uniform and consistent basis. COBRA continuation coverage will only be available for those individuals who have a positive account balance at the time of the qualifying event.

7.10 Heroes Earnings Assistance and Relief Tax (HEART) Act. Military reservists who are called to active duty for at least 180 days may receive a qualified reservist distribution (QRD) from unused funds in his or her Health Care Account without penalties. The Employee may withdraw all or part of the balance in their account, but can only withdraw funds that have been contributed through payroll up to the date of the request and have not been previously reimbursed.

The QRD must be requested on or after the day the Employee is called to active duty, and on or before the last day of the Plan Year or corresponding Grace Period, if any, in which the Employee is called to active duty. The Employee should submit a copy of his or her order or call to active duty to the Employer before the QRD is paid. The QRD will be issued within 60 days after the employee requests a QRD.

The amount of the QRD is included in the Employee's gross income and wages, is subject to employment taxes, and must be reported as wages on the employee's W-2 for the year in which the QRD is paid.

Article 8. **Claim Procedures for Health FSA Component**.

8.1 Submission of Claims. Participants must make claims for reimbursements under the Plan in writing or by using the debit card following such procedures, including deadlines and documentation requirements, and using such forms as are prescribed by the Administrator. The Administrator may contract with a Claims Administrator who will process claims on behalf of the Administrator. The reimbursement application or debit card verification (itemized bill, explanation of benefits or other documentation from your health provider or health plan) must include at least the following:

(1) The person or person on whose behalf the Medical Care Expenses have been incurred;
(2) The nature and date of the expenses;
(3) The amount of the requested reimbursement; and
(4) A statement that such expenses have not otherwise been reimbursed.

8.2 Payment of Approved of Claims. Claims that are approved by the Administrator and/or Claims Administrator will be paid within 30 days after receipt of the appropriate documentation, or as soon as possible thereafter. The Administrator may, at its option, pay any such qualifying reimbursements directly to the person providing or supplying health care instead of reimbursing the Participant.

8.3 Time for Claim Submission. Participants may file claims for expenses incurred during a Plan Year through ninety days following the end of the Plan Year. Participants whose participation terminates must file all claims that were incurred by the Participant and his or her Dependents within ninety days after the termination.

8.4 Denial of Claims. If the Administrator or Claims Administrator receives an incomplete claim, it will provide to the Participant who submitted the claim a description of any additional material or information necessary for the Participant to complete the claim and an explanation of why such material or information is necessary. This notice will be provided within 5 days of receipt of the claim. After receipt of all the information needed to review a claim, if any claim for benefits under the Plan is wholly or partially denied, the Administrator or Claims Administrator will give notice in writing of such denial within a reasonable period of time. Notice of denial will be given no later than 30 days after the claim is filed. Such notice shall set forth the following information:

(1) The specific reason or reasons for the denial;
(2) Specific reference to pertinent Plan provision, internal rule, guideline, protocol or similar criteria on which the denial is based
(3) An explanation that a full and fair review by a claim review committee of the decision denying the claim may be requested by the claimant or his authorized representative by filing with the committee, within 180 days after such notice of denial has been received.

If the claimant requests a review of the claim denial, the claimant or his authorized representative may review pertinent documents and submit issues and comments in writing. The decision of the Administrator on review shall be made promptly, but not later than 30 days after receipt of the request for review, unless special circumstances require an extension of time for processing. The decision on review shall be made in writing and shall include specific reasons for the denial, written in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the denial is based.

8.5 Reimbursements after Termination. When a Participant's participation in the Health FSA ends, the Participant's salary reductions will terminate. The Participant will not be able to receive reimbursement for Eligible Medical Care Expenses incurred after termination of participation, unless the Participant elects to continue coverage under the Plan through COBRA. Participants may continue to submit claims for up to ninety days after termination of participation.

Article 9. **DCAP Component**

9.1 Benefits. An Eligible Employee can elect to participate in the DCAP component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses. Benefits elected by the Participant will be funded by Participant contributions as described in Article 5 – Methods of Funding.

9.2 Benefit Premiums. The annual premium for a Participant's DCAP benefits is equal to the annual benefit amount elected by the Participant, subject to any maximum or minimum limitations shown in the Cafeteria Benefit Plan Description and Adoption Agreement and the Summary Plan Description.

9.3 Eligible Dependent Care Expenses. A participant may receive reimbursement for Dependent Care Expenses incurred during the Plan Year for which an election is in force. A Dependent Care Expense is considered incurred at the time the Qualifying Dependent Care Services giving rise to the expense are furnished, not when the Participant is formally billed for, is charged for, or pays for the expenses.

(1) "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code § 21(b)(2) and expenses for incidental household services, paid by the Participant for care of a Qualifying Individual, but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense and the expense is not reimbursable through insurance or any other plan. Dependent Care Expenses do not include amounts paid to (1) an individual with respect to whom a personal exemption is allowable under Code § 151(c) to a Participant or his or her spouse, (2) a Participant's spouse, or (3) A Participant's child who is under 19 years of age at the end of the year in which the expenses were incurred.

(2) "Qualifying Individual" means a Participant's Dependent who is under age 13 or a Participant's Dependent or spouse who is mentally or physically incapable of self-care. Determination of whether a Dependent is a Qualifying Individual must be made at the time the services are performed. A Qualifying Individual is the Qualifying Individual of the custodial parent even if the non-custodial parent may claim the dependency exemption for that child for that taxable year. The custodial parent is the parent having custody for the greater portion of the calendar year, calculated based on the number of nights each parent has custody.

(3) "Qualifying Dependent Care Services" means services that both (1) relate to the care of a Qualifying Individual that enable the Participant and his or her spouse to remain gainfully employed after the date of participation in the DCAP component and during the Plan Year; and (2) are performed either in the Participant's home or outside the Participant's home for (a) the care of a Participant's Dependent who is under age 13; or (b) the care of any other Qualifying Individual who regularly spends at least 8 hours per day in the Participant's home. If the expenses are incurred for services provided by a dependent care center, the center must comply with all applicable state and local laws and regulations. Qualifying Dependent Care Services do not include educational services.

9.4 Maximum and Minimum Benefits. The maximum dollar amount elected for reimbursement of Dependent Care Expenses shall only be available during the Plan Year to the extent of the actual amounts credited to the Participant's DCAP Account at the time the claim for reimbursement is submitted. No reimbursements will be made that would exceed the applicable statutory limit. The applicable statutory limit for a Participant is the smallest of the following:

(1) The Participant's earned income for the calendar year;

(2) The earned income of the Participant's spouse for the calendar year;

(3) Either:

(a) $5,000 if one of the following applies (i) the Participant is married and files a joint return; or (ii) the Participant is married, but a) furnishes more than one-half the cost of maintaining the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP; b) the Participant's Spouse maintains a separate residence for the last 6 months of the calendar year; and c) the Participant files a separate tax return; or (iii) the Participant is single or is the head of the household for tax purposes; or

(b) $2,500 for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.

9.5 Reimbursement Procedures.

(1) Timing. Within 30 days after receipt by the Administrator or its designee of a reimbursement claim from a Participant, the Employer will reimburse the Participant for any qualifying Dependent Care Expenses or will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Administrator, including cases where a reimbursement claim form is incomplete. The Administrator or its designee will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete and incomplete claim.

(2) Claims Substantiation. All claims for reimbursement under the DCAP must be in writing on a form approved by the Administrator and must be sent or provided to the Administrator by no later than October 31st following the end of the Plan Year and the Grace Period. Each claim must include:

- The person on whose behalf Dependent Care Expenses have been incurred;
- The nature and date of the expenses;
- The amount of the requested reimbursement;
- The name of the person (and relationship to the Participant, if any), organization or entity to whom the expense was or is to be paid and the taxpayer identification number (or social security number if an individual);
- A statement that such expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;

- If the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household.
- If the services were performed by a Day Care Center, a statement that:
    - The day care center complies with all applicable laws and regulations of the state in which it is located;
    - The day care center provides care for more than 6 individuals; and
    - The amount of the fee paid to the provider.
- If the Participant's spouse is not employed, a statement that he or she is incapacitated or that he or she is a full-time student attending an educational institution and the months during the year that he or she attended the institution.

9.6 Grace Period. If permitted by the Plan as shown on the Cafeteria Benefit Plan Description and Adoption Agreement, Participants will have an additional 2 ½ months after the end of any Plan Year in which to incur eligible expenses that can be reimbursed with salary reductions from the previous year. However, claims will be paid in the order received, so that the first claims submitted during the year will be paid using the prior year's remaining balance, if any.

9.7 Reimbursements after Termination. When a Participant's participation in the DCAP ends, the Participant's salary reductions will terminate. The Participant will not be able to receive reimbursement for Dependent Care Expenses incurred after the termination date. Participants may continue to submit claims through the Plan Year runout date (October 31st following the current Plan Year.)

Article 10. **Accounts: Recordkeeping and Administration**

10.1 General. The Administrator shall have complete control of the administration of the Plan with all powers to enable it to carry out its duties in that respect, subject at all times to the limitations and conditions specified in or imposed by the Plan.

10.2 Establishment of Accounts. The Administrator, or its designee, will establish and maintain a Health FSA Account for each Participant who has elected to participate in the Health FSA and a DCAP Account for each Participant who has elected to participate in the DCAP, but will not create a separate fund or otherwise segregate assets for this purpose. The Accounts will be recordkeeping accounts with the purpose of keeping track of contributions and determining forfeitures.

10.3 Amounts Available under Health FSA and DCAP Plans. A Participant's Health FSA will be credited at the beginning of each Plan Year with an amount equal to the amount of the Participant's salary reduction elected for that Plan Year. A Participant's DCAP Account will be credited periodically with the monthly amount of the Participant's salary reduction elected for that Plan Year. A Participant's Health FSA and DCAP Account will be debited during each Plan Year for any reimbursement of Health Care Expenses or Dependent Care Expenses incurred and submitted for reimbursement during the Plan Year. The amount available for reimbursement under the Health FSA and the DCAP Plans may not exceed the year-to-date amount credited to that Account less any prior reimbursements.

10.4 Forfeiture of Accounts. If any balance remains in a Participant's Health FSA or DCAP Account at the end of a Plan Year after reimbursements for all timely claims have been made for the Plan Year, such balance shall not be carried over to the next Plan Year, unless otherwise described in the Cafeteria Plan Description and Adoption Agreement. The Participant shall forfeit all rights with respect to any outstanding balance. All forfeitures under this Plan shall be used as follows: (a) first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements with respect to a Participant in excess of the premiums paid by the Participant through salary reductions; (b) second, to reduce the cost of administering the applicable component; and (c) third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Administrator deems appropriate, consistent with applicable regulations.

10.5 Duties and Policies of the Administrator. The Administrator and/or the Claims Administrator shall have the following duties, responsibilities and authority with respect to the administration of the Plan:

(1) To interpret the Plan and decide all questions of eligibility;
(2) To prescribe procedures to be followed by Participants in making elections;
(3) To prepare and distribute information explaining the Plan to Participants and Dependents;
(4) To receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
(5) To furnish the Employer and Participants such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
(6) To keep reports of claims and disbursements for claims under the Plan;
(7) To modify elections under the Plan;
(8) To promulgate, as needed, election and claim forms to be used by Participants;
(9) To prepare and file any reports or returns with respect to the Plan required by applicable governmental agencies.
(10) To provide each participant, with respect to each calendar year, a written statement showing the total reimbursements to the Participant under this Plan.
(11) To correct any reimbursement of expenses made in error.
(12) To take all other steps deemed necessary to properly administer the Plan in accordance with its terms and the requirements of applicable law.

Article 11. **Privacy and Security**.

11.1 General. This provision applies only to the Health FSA. The other Component Plans may also be subject to HIPAA, but the privacy provisions for those plans, if any, are described in a separate Plan Document.

The Health FSA will use a Participant's, a spouse's or a Dependent's PHI, in accordance with HIPAA, only to make required disclosures or for purposes related to treatment, payment, and the Healthcare Operations of the Health FSA. However, if a Participant or Dependent requests to see the information or provides a signed authorization, the Plan may use and disclose PHI as permitted and directed by the request or the authorization.

11.2 Disclosures to Employer. With respect to PHI, the Employer will:

(1) Not use or further disclose PHI other than as permitted or required by this Plan Document or as required by law;
(2) Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;

(3) Not use or disclose PHI for employment-related actions and decisions unless authorized by the individual that is the subject of the PHI;
(4) Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual that is the subject of the PHI;
(5) Make PHI available to an individual in accordance with HIPAA's access requirements;
(6) Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
(7) Make available upon request an accounting of disclosures;
(8) Make available to the Secretary of the Department of Health and Human Services internal practices, books and records relating to the use and disclosure of PHI received from the Plan, for purposes of determining the Plan's compliance with HIPAA; and
(9) If feasible, return or destroy all PHI received from the Plan when such PHI is no longer needed for the purpose for which disclosure was made;
(10) Provide written notice or a substitute notice (if the last known contact address is insufficient) for each individual within 60 days following discovery of any breach of Unsecured PHI. The notice will include:
    a. A brief description of what happened including the date of the breach and the date of discovery, if known;
    b. A description of the types of unsecured PHI that were involved in the breach;
    c. Any steps the individual should take to protect him/herself from potential harm resulting from the breach;
    d. A brief description of what the Employer is doing to investigate the breach in accordance with HIPAA breach notification requirements;
    e. Contact procedures for individuals to ask questions or learn additional information
        i. If a breach of Unsecured PHI involves more than 500 residents of a state, provide notice to local media outlets serving the state within 60 days of discovering the breach;
        ii. If a breach of unsecured PHI involves more than 500 covered person, provide notice to the DHHS not later than 60 days after the end of the calendar year in with the breach occurred.
        iii. Use DHHS approved methods to secure and destroy PHI.
(11) Allow only specified employees of the Employer to have access to PHI,
(12) Provide a mechanism for resolving issues of noncompliance with these requirements, including disciplinary sanctions.

11.3 HIPAA Definitions

(1) "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA privacy rules that compromises the security or privacy of the PHI.
(2) "DHHS" means the federal Department of Health and Human Services.
(3) "Electronic PHI" is health information about a plan participant that is in an electronic format. Health information includes information about the individual's past, present, or future physical or mental condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual.

(4) "Health Care Operations" means activities of the Plan related to its health care functions, including quality assessment, case management, care coordination, reviewing competence of health care professionals, evaluating provider performance, health plan performance, cost management, resolution of grievances, or any other related activities.

(5) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

(6) "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, which amends HIPAA.

(7) "Payment" includes all activities regarding the provision of benefits under the Plan.

(8) "Protected Health Information or PHI" means individually identifiable health information in oral, electronic or written form that relates to the past, present or future mental or physical condition of a Participant or Dependent. Protected Health Information also includes information for which there is a reasonable basis to believe that it can be used to identify an individual. Protected Health Information includes Electronic PHI.

(9) "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology described in regulations to the HITECH Act or otherwise approved by the Secretary of the DHHS.

Article 12. **General Provisions**

12.1 No Contract of Employment. Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer. All Employees are considered to be employed at the will of the Employer.

12.2 Amendment and Termination. The Employer reserves the right to amend or terminate the Plan. However, such amendment or termination shall not allow Plan Assets to be used for any other purpose other than for the exclusive benefit of Participants and for the payment of Plan Expenses.

12.3 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal or state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.

12.4 Reimbursement by Participants. If any Participant receives reimbursement under this Plan for any expenses that are not qualifying health care expenses or dependent care expenses or that are otherwise reimbursed to Participant, such Participant will reimburse the employer for the expenses or for any liability the Employer may incur for failure to withhold appropriate taxes.

12.5 Governing Law. This Plan shall be construed, administered and enforced according to the laws of the State of Maryland, to the extent no superseded by the IRC or any other federal laws.

12.6 Nondiscrimination. It is the intent of this Plan to comply with the nondiscrimination provisions of IRC Section 125. Any actions deemed necessary by the Employer to comply with these requirements shall be carried out in a uniform and non-discriminatory manner.

Cafeteria Benefit Plan Description and Adoption Agreement

The undersigned Employer hereby adopts the attached Cafeteria Benefit Plan for those Employees who qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION

Name of Employer:	City of Westminster
Address of Employer:	56 West Main Street Westminster, MD 21157 (410) 848-2702
Employer Identification #:	52-6000811

PLAN INFORMATION

Plan Name:	City of Westminster Cafeteria Plan
Plan Number:	501
Original Effective Date of Plan:	January 1, 1999
Effective Date of Most Recent Amendment:	January 27, 2020
Plan Year Start Date:	July 1st
Plan Year End Date:	June 30th
Grace Period:	September 15th (Dependent Care Assistance Plan only)
Carry-over Amount:	$500 (Health Care Flexible Spending Plan only)
Claims Administrator	Connecticut General Life Insurance Company PO Box 182223 Chattanooga, TN 37422-7223 (800) 244-6224

ELIGIBILITY REQUIREMENTS

Length of Service required for participation:	One (1) full calendar month of employment
Minimum Hours worked Per week required for participation:	Full-time employees - Thirty-five (35) hours Part-time employees – Twenty-five (25) hours
Age requirement for participation:	None

Effective Date of Coverage: ☐ Date all eligibility requirements are met
☒ First day of month following date eligibility requirements are met

Additional Eligibility Requirements: None

CASH OPTION

The following amount, if any, is allowed as a cash option under the Plan: $2,000 if the employee waives medical coverage and/or $105 if the employee waives dental coverage if the employee has other group health insurance and submits proof of such coverage. The cash option amount will be distributed in equal amounts each pay period throughout the Plan Year. The cash option will cease upon enrollment in the City of Westminster group medical and/or dental plan.

PARTICIPATION IN PREMIUM PAYMENT PLAN

Are Employees required to participate in this Plan if they elect to participate in any of the Component Plans?

☐ Yes, Employee must participate in this Plan to make premium contributions.

☒ No, Employees will be permitted to make their premium contributions with after tax payroll deducted payments.

COMPONENT PLANS

Each of the following Component Plans are part of this Plan:

☒ Medical

☒ Dental

☒ Vision

☐ Long Term Disability

☐ Short Term Disability

☐ Group Term Life

☒ AFLAC — Hospital Confinement Indemnity, Hospital Confinement Sickness Indemnity, Dental, Vision, Hospital Intensive Care, Accident, Cancer/Specified Disease, Critical Care and Recovery (Specified Health Event)

☒ Health FSA Plan

Minimum Contribution:	$0 per plan year
Maximum Contribution:	$2,700 per plan year
Claims Administrator:	Connecticut General Life Insurance Company PO Box 182223 Chattanooga, TN 37422-7223 (800) 244-6224

☒ DCAP

Minimum Contribution:	$0 per plan year
Maximum Contribution:	$5,000 per plan year
Claims Administrator:	Connecticut General Life Insurance Company PO Box 182223 Chattanooga, TN 37422-7223 (800) 244-6224

This Plan shall be construed, enforced, administered and the validity determined in accordance with the applicable provisions of the Internal Revenue Code of 1986 (as amended) and the laws of the State of Maryland. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include any provision determined to be void.

This Plan is hereby amended and restated as of this 27th day of January, 2020.

City of Westminster (the "Employer")

_____

By (written name):

The following Related Employers have also adopted this Plan: None

THIS DOCUMENT IS NOT COMPLETE WITHOUT THE ATTACHED CAFETERIA PLAN DOCUMENT.

Summary of the City of Westminster Cafeteria Benefit Plan

General Information

WHAT IS THE PURPOSE OF THE PLAN?
The purpose of the Plan is to allow eligible employees to select the benefits that they want and to pay for their share of these benefits with pre-tax salary reductions.

WHAT BENEFITS ARE PROVIDED BY THE PLAN?
The plan includes a Health Care Flexible Spending Plan (also referred to as a Health FSA), a Dependent Care Assistance Plan (also referred to as the DCAP), and a premium payment component that allows you to pay your premium contributions for participation on a pre-tax basis in the group medical, prescription, vision, and dental plans as well as certain AFLAC products. Other AFLAC products are available on a post-tax basis.

WHAT IS THE HEALTH FSA?
The Health FSA allows employees to pay for eligible health care expenses on a pre-tax basis. The program is established under Internal Revenue Code § 105.

WHAT IS THE DCAP?
The DCAP permits an employee to pay for his or her qualifying Dependent Care Expenses with pre-tax dollars.

WHO CAN PARTICIPATE IN THE PLAN?
Full-time Employees of City of Westminster who are regularly scheduled to work 35 or more hours per week and part-time employee who are regularly scheduled to work 25 or more hours per week are eligible to participate in the City of Westminster Cafeteria Benefit Plan.

HOW LONG MUST I WORK FOR CITY OF WESTMINSTER BEFORE I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?
You must be an employee of City of Westminster for 1 full calendar month before you will be eligible to participate in the Plan.

HOW DO I ENROLL IN THIS PLAN?
To enroll in this Plan, you must first satisfy the eligibility requirements. Then, you must complete an enrollment form. Every year you will be asked to complete a new enrollment form in order to change the amount that you contribute pre-tax to your Health FSA and your DCAP.
You must complete and return your enrollment form to the Employer either within 30 days of becoming eligible to participate in the Plan or during an open enrollment period. If you become an employee after the effective date of this Plan, you are eligible to participate in this Plan as of the first day after you meet the eligibility requirements.

On the enrollment form, you will indicate the amount that you want to contribute to your Health FSA and the DCAP for the year, if any. The amount that you elect to contribute to your Health FSA and the DCAP, if any, along with your contributions for the group health plans will be deducted from your paycheck in equal installments on a pre-tax basis.

If you do not submit a new enrollment form during any open enrollment period, your elections for medical, dental, and vision coverage for premium payment for the prior year will continue for the next Plan Year; however, your elections for the Health FSA and DCAP will be terminated. If you want to terminate your participation in the medical, dental, or vision Plan, you will need to indicate this on your completed enrollment form.

WHEN DOES MY COVERAGE BECOME EFFECTIVE IN THE PLAN?
Coverage will become effective on the first day of the month following the date that you meet all of the eligibility requirements and have completed an enrollment form, through which you elect to participate in any portion of the Plan.

IF I DO NOT ENROLL INITIALLY CAN I ENROLL LATER?
Yes. Each year the City of Westminster will sponsor one or more open enrollment periods during which you can elect to participate in the Health FSA, the DCAP and/or any other plans offered by the Employer for which you are required to contribute. Other than during an open enrollment period, you can only enroll in the Plan or make changes to the amount that you are contributing if you experience a qualifying life event.

Qualifying life events include:

- Marriage or divorce
- Death of a spouse or dependent
- Birth or adoption (or placement for adoption) of a child
- Change in dependent child's custody
- Any other event that changes the number of your dependents
- Change in employment status that causes a gain or loss of Plan eligibility

- Eligibility for Medicare, Medicaid or CHIP
- Loss of eligibility for Medicaid or CHIP coverage
- Determination of eligibility for Medicaid or CHIP premium assistance.

Changes to participation and/or to contribution amounts during the plan year must be made on account of and consistent with the qualifying life event and must be made within 60 days of the event for changes due to loss of eligibility for Medicaid or CHIP or determination of eligibility for premium assistance under Medicaid or CHIP. For all other changes, enrollment must be made within 30 days.

WHAT IS THE MAXIMUM AMOUNT THAT I MAY CONTRIBUTE TO THIS PLAN?

The *Maximum Contribution* for the Health FSA is $2,700 per plan year. If both you and your spouse are employees of City of Westminster you can both contribute up to $2,700. The *Maximum Contribution* for the DCAP is $5,000 per plan year. However, if you are married and reside with your spouse, but you file a separate income tax return, then the maximum that you may elect is $2,500. (This maximum includes any amount contributed by both you and your spouse). Also, your contribution to the DCAP cannot exceed your or your spouse's earned income for the year.

IS THERE A MINIMUM CONTRIBUTION AMOUNT?

No. You may contribute as little as you wish to either the Health FSA or the DCAP to participate in that portion of the Plan.

WHAT HAPPENS WHEN AN EMPLOYEE'S HEALTH FSA FUNDS ARE NOT USED DURING THE PLAN YEAR?

Any unused funds remaining in an Employee's Health FSA at the end of the Plan Year and the claims submission period will be carried over to a maximum of $500.

HOW WILL CARRY OVER AMOUNT WORK?

All claims will be paid out of any balance remaining in your account from the prior Plan Year until that balance is used. This means that if you have an expense that was incurred during the prior year (but have not yet submitted it), and you submit a claim incurred during the current Plan Year, first, the claim first submitted will be paid out of last year's account balance. If you wait to submit a claim from the prior year, you may find that last year's Account balance has been spent and the claim is not eligible for payment using this year's funds.

WHAT HAPPENS TO ANY MONEY IN MY ACCOUNTS THAT I DON'T USE?

The IRS requires that you forfeit any unclaimed money in your Health FSA and DCAP at the end of each Plan Year or after termination of participation in the Plan, except that you will have a Grace Period of 2 ½ months during which you can continue to incur eligible DCAP expenses. In addition, you may carry over up to $500 under the Health FSA for use in the next Plan Year. You can submit DCAP claims through October 31st after the end of the Grace Period. In the case of termination of coverage, you can submit Health FSA claims for up to 90 days after your participation terminates and DCAP claims through October 31st.

HOW WILL REIMBURSEMENT WORK DURING THE GRACE PERIOD?

All claims will be paid out of any balance remaining in your account from the prior Plan Year until that balance is used. This means that if you have an expense that was incurred during the prior year (but have not yet submitted it), and you submit a claim incurred during the current Plan Year, this claim will be paid out of last year's account balance. If you wait until the end of the grace period to submit a claim from the prior year, you may find that last year's Account balance has been spent and the claim is not eligible for payment using this year's funds.

Details of Health Care Flexible Spending Account

HOW DOES THE HEALTH CARE FLEXIBLE SPENDING ACCOUNT WORK?

The Health FSA works like this:

- During enrollment, you specify how much you want to set aside from your paycheck each month up to the Maximum Contribution;
- This amount is deposited in your Health Care Account, though the account exists only as a paper record;
- When you have an eligible expense, you will submit a claim form or use your debit card and submit, when applicable, either an Explanation or Benefits from the insurance company or a detailed receipt from the provider to the Claims Administrator as verification of the expense;
- If the claim is eligible for reimbursement, the Claims Administrator will send you or the provider of services a check and subtract that amount from your balance (if submitting a paper claim) or, if using the debit card, the amount will be subtracted directly from your balance once the expense has been substantiated.

HOW DOES THE HEALTH CARE FLEXIBLE SPENDING ACCOUNT SAVE ME MONEY?

You save money on both federal income tax and FICA (Social Security) taxes by participating in the Plan. Your Health FSA contributions are deducted from your paycheck on a pre-tax basis. This means that you do not have to pay taxes on the money deducted from your pay.

The tax savings are reflected in your paycheck each month, all year.

The savings depend on your particular tax situation. You can look at Internal Revenue Service Publication 502 (www.IRS.gov) or consult your tax advisor for additional information.

WHOSE HEALTH CARE EXPENSES CAN BE REIMBURSED WITH THE MONEY IN MY HEALTH CARE FLEXIBLE SPENDING ACCOUNT?

The health care expenses of the following individuals are eligible for reimbursement:

- An eligible employee of City of Westminster who participates in the Plan (once enrolled, an employee will be considered a "Participant");
- A Participant's spouse; and/or
- Any child (as defined in Internal Revenue Code §152(f)(1)) of the Participant who, as of the end of the taxable year, has not attained age 27 and any other individual who is a dependent as defined as in Code §152 , determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof and related IRS publications.

You may be asked to list each eligible dependent on the enrollment form.

WHAT EXPENSES ARE ELIGIBLE FOR REIMBURSEMENT UNDER MY HEALTH CARE FLEXIBLE SPENDING ACCOUNT?

To be eligible for reimbursement, health care expenses must meet the statutory requirements of IRC § 213d and be included on the list below. However, the City of Westminster cannot provide tax advice. You are responsible for making sure that all expenses submitted for reimbursement are eligible.

Here are some of the requirements for expenses to be considered eligible:

- The expense must be incurred during the Plan Year, which is July 1st through June 30th, or the grace period, which is July 1st through September 15th of the next year. An expense is incurred when the care is provided rather than when you are billed or when you pay for the service. However, for orthodontia expenses, the Employer will determine the amount that can be reimbursed in any one Plan Year by taking the total charges billed and dividing this amount by the total time over which the services will be rendered. If a fee is paid at the start of orthodontic treatment to cover initial services performed, this can be reimbursed up front, with the remaining treatment cost pro-rated over the total length of treatment.
- The expense must be primarily for medical care.
- If you enroll in the Plan in the middle of a Plan Year, expenses incurred before your effective date are not eligible (This is also true for any dependents who are enrolled during a Plan Year).
- Any expenses incurred after your participation in the Plan ends are not eligible, though you will have 90 days after termination of your coverage to submit any expenses incurred during your participation. See the section on COBRA continuation for a discussion of extended coverage.

- The health care expense is not eligible for reimbursement under this Plan if it is eligible for reimbursement under any other health care plan.

Some expenses currently considered reimbursable by the IRS include:

- Prescription drugs, vaccines, doctor prescribed birth control pills;
- Services performed by medical doctors, dentists, eye doctors, chiropractors, osteopaths, podiatrists, dermatologists, psychologists and physical therapists;
- Medical treatment including alcohol and substance abuse, hospital services, lab fees, legal abortion, organ transplants, in-vitro fertilization, x-rays for medical reasons, sterilization, vasectomy, insulin treatment and well-baby care;
- Medical equipment such as hearing aids, eyeglasses, contact lenses, braces, crutches, artificial limb, abdominal supports, back supports and orthopedic shoes; and
- Ambulance service, transportation costs essential to medical care.

Items not covered under this Plan include:

- Expenses reimbursed through any other insurance plan;
- Over-the-counter drugs, unless obtained with a prescription;
- Health care premiums; and
- Treatments or drugs for cosmetic purposes.

Details of the DCAP

HOW DOES THE DCAP WORK?

The DCAP works like this:

- During enrollment, you may specify how much you want to set aside from each paycheck up to the Maximum Contribution;
- This amount is withheld from your pay in equal installments;
- When you have an eligible expense, you will submit a claim form to the Claims Administrator, along with paperwork to substantiate the expense;
- The Claims Administrator will send you a reimbursement check to the extent that the claim has been substantiated and funds are available. The amount of funds available will be based on how much has been withheld from your pay and how much has been previously reimbursed.

HOW DOES THE DCAP SAVE ME MONEY?

You save money on both federal income tax and FICA (Social Security) taxes by participating in the Plan. Your contributions to your DCAP are made on a pre-tax basis.

WHOSE DEPENDENT CARE EXPENSES CAN BE REIMBURSED WITH THE MONEY IN MY DCAP?

Each dependent, considered a qualifying dependent, for whom you incur reimbursable expenses must be:

- A person under age 13 for whom you are entitled to claim a dependency exemption on your federal income tax return (if you are a divorced parent, a child is your dependent if you have custody of the child, even if you are not entitled to claim the dependency exemption); or
- Your spouse or a person who is your dependent under federal tax law (whether or not you are entitled to claim the dependency), but only if he or she is physically or mentally incapable of self-care.

WHAT EXPENSES ARE ELIGIBLE FOR REIMBURSEMENT UNDER MY DCAP?

Dependent Care Expenses mean employment-related expenses incurred on behalf of any dependent under federal tax law who meets the requirements to be a qualifying dependent as described in this Summary Plan Description.

Dependent Care Expenses must also meet the following requirements:

- The expenses must be incurred after the date of election to receive Dependent Care benefits and during the Plan Year or during the grace period for the Plan Year to which the election applies. A Dependent Care Expense is incurred when the service that gives rise to the expenses is provided, regardless of when the expenses is billed or paid. A childcare expense is not incurred until the end of the period for which you have paid.
- The expenses must have been incurred to enable you (and your spouse, if you are married) to be gainfully employed, which generally means working or looking for work. (Exception – if your spouse is not working or looking for work when the expenses are incurred, he or she must be a full-time student or physically or mentally incapable of self-care).

- You (or you and your spouse together) are providing at least 50% of the cost of maintaining your household, and the expenses are incurred when at least one member of your household is a qualifying dependent.
- The expenses are incurred for the care of a qualifying dependent or for household services attributable in part to the care of a qualifying dependent.
- If the expenses are incurred for services outside your household, they are incurred for the care of (1) a person under age 13 who is your dependent under federal tax law; or (2) your spouse or a person who is your dependent under federal tax law and who is physically or mentally incapable or self-care, and regularly spends at least eight hours per day in your household. You must provide over 50% of the dependent's financial support.
- If the expenses are incurred for services provided by a dependent care facility, the center complies with all applicable state and local laws and regulations and is licensed to care for more than 6 children at a time.
- The person who provided care was not your spouse or a person for whom you are entitled to a personal exemption under Code § 151(c). If your child provided the care, he or she must be age 19 or older at the end of the year in which the expenses are incurred.
- The care may not be provided at a nursing home facility.
- The expenses are not paid for services outside your household at a camp where the dependent stays overnight.

You can get more information about what items are and are not deductible Dependent Care Expenses in IRS Publication 503.

Reimbursement Information

HOW DO I FILE CLAIMS FOR REIMBURSEMENT?
You can get a copy of the claim forms from the Employer or the Claims Administrator. The Claims Administrator may have additional rules that you will be required to follow when submitting a claim. You have until October 31st after the end of any Plan Year (or corresponding grace period) or through the Plan Year runout date (October 31st of the applicable Plan Year) after termination of your participation to submit a claim.

For the Health FSA you must include a copy of the health plan Explanation of Benefits with your claim. If you did not submit the claim for reimbursement, you are permitted to submit a copy of a detailed bill or receipt. You will have access to the total amount that you elected for the Plan Year as soon as any eligible expenses are incurred.

For the health FSA, as an alternative you may pay for your eligible expenses using your debit card. You may be asked to certify your expenses are eligible under the Plan.

For the DCAP, you must include written statements and/or bills from independent third parties stating that the dependent care expenses have been incurred, and the amount of such dependent care expenses, along with your claim form. You will be reimbursed for dependent care expenses only to the extent that you have the money available in your dependent care account.

Claims for both Accounts can be submitted through October 31st after the end of the Grace Period following the Plan Year – for expenses incurred during that Plan Year or the corresponding Grace Period. Claims following termination of your participation in the Plan must be submitted within 90 days of termination for Health FSA claims and within the Plan Year runout date (October 31st of the applicable Plan Year) for DCAP claims.

WHEN CAN I EXPECT MY REIMBURSEMENT?
All claims will be processed and paid (if eligible under the Plan) within 30 days of receipt of a completed reimbursement form. However, the Claims Administrator may request a 15-day extension for matters beyond its control.

WHAT HAPPENS IF MY CLAIM IS DENIED?
If your claim is denied because it is incomplete, the Claims Administrator will provide you with a description of any additional material or information necessary and an explanation of why this material or information is necessary. This notice will be provided within 5 days of receipt of the claim.

After receipt of all the information needed to review a claim, if any claim for benefits under the Plan is wholly or partially denied, the Claims Administrator will give notice in writing of the denial within 30 days after the claim is filed. This notice will include the following information:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provision, internal rule, guideline, protocol or similar criteria on which the denial is based;
- An explanation that a full and fair review by a claim review committee of the decision denying the claim may be requested within 180 days after the notice of denial has been received.

If you request a review of the claim denial, you may review pertinent documents and submit issues and comments in writing. The decision of the Employer on review will be made promptly, but not later than 30 days after receipt of the request for review, unless special circumstances require an extension of time for processing. The decision on review will be made in writing and will include specific reasons for the denial, written in a manner that you can understand, and will include references to the Plan provisions on which the denial is based.

IF THE CLAIMS ADMINISTRATOR APPROVES AND PAYS MY CLAIM DOES THIS MEAN THAT THE AMOUNT OF THE CLAIM IS NOT SUBJECT TO TAXATION?

No. It is your responsibility to make sure that expenses you submit for reimbursement are eligible under the IRS regulations. You are responsible for taxes and penalties associated with any ineligible expenses if the IRS audits you.

Other Information

WHAT HAPPENS TO MY ACCOUNT BALANCES IF I LOSE COVERAGE UNDER THE PLAN?

If you lose coverage under the Plan, you will lose any amount remaining in your Health FSA and DCAP, except for any money that is reimbursed for a claim that is submitted within 90 days of termination for your Health FSA or within the Plan Year runout date (October 31st of the applicable Plan Year) for DCAP claims, but which was incurred while you were still covered by the Plan. If you resume employment with City of Westminster within 30 days, your Plan elections will be automatically reinstated.

WHAT HAPPENS TO MY ACCOUNT BALANCES IF I AM DISABLED AND/OR ON A LEAVE OF ABSENCE?

If you are not working for a period of time, your account will remain in force, but you will need to continue to pay your contributions, either on a post tax basis or on a pre-tax basis prior to or after the leave. You will need to determine how you will make these payments prior to the leave.

If you take a paid leave of absence, your contributions will continue to be made to the plan.

WHAT HAPPENS TO MY ACCOUNT BALANCES IF I DIE?

If you die while you are actively employed, your spouse or estate can file claims for eligible expenses incurred while you were still alive. Your spouse and dependents will also have the opportunity to elect COBRA for the Health FSA as described below. Claims can be submitted until October 31st following the end of the Plan Year in which you die.

CAN I ELECT COBRA IF I LOSE COVERAGE UNDER THIS PLAN?

You may elect to continue your coverage under the Health FSA up until the end of the current Plan Year after you are no longer employed by City of Westminster or otherwise lose coverage because of a "qualifying event". You will need to follow the procedures set forth in the Notice that you will receive when your participation ends. Coverage will continue only if you make direct, after-tax payments to your Health FSA through the end of the Plan Year.

Qualifying events include termination of employment, reduction in hours, divorce, death, or a child ceasing to meet the definition of dependent. A Participant or dependent who is covered under the Plan must notify the Administrator of any divorce, legal separation, or a child ceasing to be considered a Dependent under the Plan within 60 days after the event. This notice must be in writing and addressed to the Administrator. In addition, if a second qualifying event occurs during COBRA continuation coverage or if the former Employee becomes entitled to Medicare or dies during the COBRA coverage, the Participant or Dependent must notify the Administrator. Finally, a Participant must notify the Administrator of the start or end of any disability that is determined under the Social Security Act to be a covered disability. The Administrator will provide Participants and Dependents with the forms needed to make the required notifications.

Any notice described in the above paragraph must be provided in writing to the Administrator within 60 days of the occurrence of the applicable event (except that if there is a change in the Participant's disability status, notice must be given within 30 days). If the Participant or Dependent fails to provide notice within the required time period, he or she may no longer be eligible for COBRA continuation coverage. In this event, the Administrator may send Notice of Unavailability of COBRA Coverage upon receipt of the late notice.

If you have any questions about your COBRA rights, please read the COBRA notice, which has been provided to you and your spouse (if covered) at the time of your enrollment in the Health Plan. You may contact the Administrator if you need another copy.

HOW LONG WILL THE PLAN REMAIN IN EFFECT?
Although the Employer expects to maintain the Plan indefinitely, it has the right to amend or terminate all or any part of the Plan at any time for any reason. It is also possible that future changes in state or federal tax law may require that the Plan be amended accordingly.

WHAT IF I HAVE A PROBLEM OR QUESTION?
If you have a question or problem, please call the Employer at (410) 848-2702. You can also request a copy of the Plan Document, which contains more information about the Plan.

Supplemental Plan Information:

Plan Name:		City of Westminster Cafeteria Benefit Plan
Type of Plan:		Cafeteria benefit plan
Plan Year:		July 1st – June 30th
Grace Period:		July 1st – September 15th (DCAP only)
Carry-Forward Amount:		$500 (Health FSA only)
Effective Date:		January 1, 1999; This plan has been amended and restated as of January 27, 2020
Employer:		City of Westminster 56 West Main Street Westminster, MD 21157 (410) 848-2702
Claims Administrator		Connecticut General Life Insurance Company PO Box 182223 Chattanooga, TN 37422-7223 (800) 244-6224