

AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, February 9, 2026, at 7:00 pm
City Hall, 1838 Emerald Hill Lane, Westminster, MD 21157
[City YouTube Channel Link](#)

1. CALL TO ORDER

2. APPROVAL OF MINUTES

- A) Mayor and Common Council Closed Meeting Minutes of December 8, 2025
- B) Mayor and Common Council Closed Meeting Minutes of December 8, 2025
- C) Mayor and Common Council Meeting Minutes of January 12, 2026
- D) Mayor and Common Council Work Session Meeting Minutes of January 20, 2026

3. CONSENT CALENDAR

- A) Approval of Departmental Operating Report – December 2025
- B) Approval of Public Works Agreement PWA-1177, Application for the Construction of Sanitary Sewer and Water Connections at 2 Black Oak Lane

4. REPORT FROM THE MAYOR

5. REPORTS FROM COMMITTEES

- A) Arts Council
- B) Economic and Community Development Committee
- C) Finance Committee
- D) Personnel Committee
- E) Public Safety Committee
- F) Public Works Committee
- G) Recreation and Parks Committee
- H) Technology Committee
- I) Intergovernmental Relations Committee

6. COUNCIL COMMENTS AND DISCUSSION

7. ORDINANCE AND RESOLUTIONS

- A) Introduction of Resolution No. 26-03 Annexation 72, a Resolution Enlarging the Corporate Boundaries of the City of Westminster by Annexing into the City Certain Property Containing ± 2.9443 Acres, Contiguous and Adjoining to the City's Existing Corporate Boundaries, Consisting of Real Property Located at 10 Sullivan Road, Westminster, Maryland 21157, Also Identified as Tax Account Number 07-048408, Map 0039, Grid 0013, Parcel 0752 AND Comprising of ± 1.4983 Acres and ± 1.446 Acres of Right-of-Way Containing a Portion of College View Boulevard (Maryland Route 140/Maryland Route 97), Belonging to the Maryland Department of Transportation State Highway Administration. – Director of Community Planning and Development Depo

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. DEPARTMENTAL REPORTS

11. CITIZEN COMMENTS

12. ADJOURNMENT

MINUTES

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, January 12, 2026, at 7:00 p.m.
City Hall, 1838 Emerald Hill Lane, Westminster, MD 21157
[YouTube Channel Link](#)

CALL TO ORDER

Elected Officials Present: Mayor Becker, Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

Staff Present: Director of Human Resources Brown, Director of Housing Services Brown, Director of Community Planning and Development Depo, Director of Recreation and Parks Gruber, City Administrator Imhulse, Major Jones, Director of Technology Services Moore, Director of Finance Rodgers, and City Attorney Whitworth.

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Council President Chiavacci led the Pledge of Allegiance and a moment of silence.

Council President Chiavacci without objection amended the order of the Mayor and Common Council Meeting Agenda of January 12, 2026, to reflect changing the order of items.

ORDINANCE AND RESOLUTIONS

Adoption of Resolution No. 26-08, a Resolution of the Mayor and Common Council of Westminster, Thanking Councilmember Ann Gilbert for Her Service on the Westminster Common Council and Her Contributions to the Westminster Community

A motion was made by Councilmember Dayhoff and seconded by Councilmember Pecoraro for the adoption of Resolution No. 26-08, a Resolution of the Mayor and Common Council of Westminster, Thanking Councilmember Ann Gilbert for her service on the Westminster Common Council and her contributions to the Westminster Community. There was no discussion.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None

Council President Chiavacci requested that Council Member Dayhoff read and present City of Westminster Resolution No. 26-08 to Ann Gilbert.

STATEMENT FOR THE RECORD – CLOSED MEETING OF MONDAY, DECEMBER 8, 2025:

Council President Chiavacci stated in accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Maryland, and without objection it is noted that the minutes of tonight's meeting reflect that Common Council met in a Closed Meeting on Monday, December 8, 2025, at 4:04 p.m. pursuant to General Provision Art., Section 3-305 (b)(1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; and other personnel matter that affects one or more specific individuals; and (b)(7) to consult with counsel to obtain legal advice.

Motion – Councilmember Pecoraro/Councilmember Hoff
Vote to Close Meeting:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Chiavacci				
Mr. Dayhoff	Yes			
Ms. Gilbert	Yes			
Mr. Hoff	Yes			
Mr. Pecoraro	Yes			
Mayor Becker				

City Attorney Whitworth was also in attendance. The Common Council took no official action during the meeting. The Closed Meeting adjourned at 4:10 p.m.

STATEMENT FOR THE RECORD – CLOSED MEETING OF MONDAY, DECEMBER 8, 2025:

Council President Chiavacci stated that in accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Maryland, and without objection it is noted that the minutes of tonight’s meeting reflect that Common Council met in a Closed Meeting on Monday, December 8, 2025, at 8:31 p.m. pursuant to General Provision Art., Section 3-305 (b)(1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; and other personnel matter that affects one or more specific individuals; and (b)(7) to consult with counsel to obtain legal advice.

Motion – Councilmember Pecoraro/Councilmember Hoff
Vote to Close Meeting:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Chiavacci				
Mr. Dayhoff	Yes			
Ms. Gilbert	Yes			
Mr. Hoff	Yes			
Mr. Pecoraro	Yes			
Mayor Becker				

City Attorney Whitworth and invited staff members were also in attendance. The Common Council took no official action during the meeting. The Closed Meeting adjourned at 9:04 p.m.

PRESENTATION

MAGIC Quarterly Report – Kim Samuelson, Executive Director

Ms. Kim Samuelson, MAGIC Executive Director presented the FY25 Overview update (July – December 2025) for MAGIC.

COMMITTEE APPOINTMENTS

Robert Peeples Jr., Amanda McGuire, and James Kunz – Board of Elections

Councilmember Pecoraro motioned, seconded by Councilmember Dayhoff, to accept the Mayor’s nomination for the appointments of Robert Peeples Jr, Amanda McGuire, and James Kunz to the City of Westminster’s Board of Elections Commission each for a two-year term ending on February 14, 2028. There was no discussion.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

MCDANIEL COLLEGE UPDATE

Mr. David Sears, Vice President of Institutional Advancement with McDaniel College, provided an update from McDaniel College.

APPROVAL OF MINUTES

A motion was made by Councilmember Dayhoff and seconded by Councilmember Pecoraro to approve the Special Mayor and Common Council Meeting minutes of December 8, 2025, and the Mayor and Common Council Meeting minutes of December 8, 2025.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

CONSENT CALENDAR

A motion was made by Councilmember Dayhoff and seconded by Councilmember Pecoraro to approve the consent calendar that consisted of the following: Approval of Departmental Operating Report – November 2025; Approval to waive the competitive procurement for good cause, under the City of Westminster Code Chapter 36 “Procurement and Contracts” Subsection 36-4 Specific Regulations and to authorize the purchase of seven (7) Crosswalk Warning Systems from Control Technologies in the amount of \$58,139.00; and Approval to Waive the Competitive Procurement for good cause, under the City of Westminster Code Chapter 36 “Procurement and Contracts” Subsection 36-4 Specific Regulations and to authorize the purchase of Force America Hydraulic Systems Upgrades from RMS Truck Bodies in the amount of \$79,000.00.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

REPORT FROM MAYOR

Mayor Becker noted a few events and meetings she attended prior to the end of the year. Mayor Becker noted she was excited to start the new year and noted a few City projects that were underway.

REPORTS FROM COMMITTEES

Council President Chiavacci, on behalf of the Public Safety Committee, reported in December 2025 the Westminster Police Department held a promotional ceremony recognizing ten well deserving advancements with the agency. Council President Chiavacci also noted that on December 25, 2025, that several officers demonstrated exceptional courage and teamwork during a residential structure fire.

COUNCIL COMMENTS AND DISCUSSION

There were no comments made by the Common Council.

ORDINANCE AND RESOLUTIONS

Introduction of Resolution No. 26-01 (Annexation 88), Route309, LLC Petition for Annexation Enlarging the Corporate Boundaries of the City of Westminster by Annexing into the City Certain Property Containing ± 2.49 Acres, Contiguous and Adjoining to the City’s Existing Corporate Boundaries, Consisting of Real Property Identified as Tax Account Number 07-111932, Map 0045, Grid 0015, Parcel 0539 Director of Community Planning and Development Depo provided the staff report and responded to questions of clarification given by the Mayor and Common Council.

A motion was made by Councilmember Pecoraro and seconded by Councilmember Dayhoff to introduce Resolution No. 26-01 (Annexation 88), Route309, LLC Petition for Annexation Enlarging the Corporate Boundaries of the City of Westminster by Annexing into the City Certain Property Containing

± 2.49 Acres, Contiguous and Adjoining to the City's Existing Corporate Boundaries, Consisting of Real Property Identified as Tax Account Number 07-111932, Map 0045, Grid 0015, Parcel 0539.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

Adoption of Resolution No. 26-06, a Resolution of the Mayor and Common Council of Westminster, Amending the City's General Fee Schedule for Governmental and Proprietary Functions of the City with Respect to Fees Charged for Use of Summer Camps and Family Fitness Center.

A motion was made by Councilmember Pecoraro and seconded by Councilmember Dayhoff to adopt Resolution No. 26-06, a Resolution of the Mayor and Common Council of Westminster, amending the City's General Fee Schedule for Governmental and Proprietary Functions of the City with respect to fees charged for use of Summer Camps and Family Fitness Center. Director of Recreation and Parks Gruber provided the staff report and responded to questions of clarification given by the Mayor and Common Council

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

Adoption of Resolution No. 26-05, a Resolution of the Mayor and Common Council of Westminster Declaring a Vacancy on the Common Council and Establishing the Process and Timeline to Fill the Vacancy

A motion was made by Councilmember Dayhoff and seconded by Councilmember Pecoraro to adopt Resolution No. 26-05, a Resolution of the Mayor and Common Council of Westminster Declaring a Vacancy on the Common Council and Establishing the Process and Timeline to Fill the Vacancy. City Administrator Imhulse provided the staff report. There was no discussion.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

Adoption of Resolution No. 26-07, a Resolution of the Mayor and Common Council of Westminster Making a Declaration of Official Intent Regarding the Mayor and Common Council of Westminster's Reasonable Expectation to Reimburse from Proceeds of a Future Borrowing Project Expenditures made in Connection with a Project Identified herein as the "Westminster Water Reuse Project" and Generally Relating Thereto.

City Administrator Imhulse provided the staff report and responded to questions of clarification given by the Mayor and Common Council.

A motion was made by Councilmember Dayhoff and seconded by Councilmember Pecoraro to adopt Resolution No. 26-07, a Resolution of the Mayor and Common Council of Westminster Making a Declaration of Official Intent Regarding the Mayor and Common Council of Westminster's Reasonable Expectation to Reimburse from Proceeds of a Future Borrowing Project Expenditures made in Connection with a Project Identified herein as the "Westminster Water Reuse Project" and Generally Relating Thereto.

VOTE

AYES: Council President Chiavacci, Councilmember Dayhoff, and Councilmember Pecoraro.

NAYS: None.

UNFINISHED BUSINESS

There was no unfinished business to be discussed by the Mayor and Common Council.

NEW BUSINESS

There was no new business to be discussed by the Mayor and Common Council.

DEPARTMENTAL REPORTS

Administration

City Administrator Imhulse wished everyone a Happy New Year.

Public Works

City Administrator Imhulse noted that at the intersection of Maryland Avenue and Main Street that a new crosswalk has been installed with the McDaniel College logo. City Administrator Imhulse closed her report by thanking the Department of Public Works staff for all their work during the recent weather events.

Recreation and Parks

Director of Recreation and Parks Gruber reported that the department was preparing for the 2026 event season.

Housing Services

Director of Housing Services Brown provided a status update on the programs that are managed by the department.

Technology Services

Director of Technology Services Moore provided an update to projects and day-to day activities that the IT Department are managing.

Community Planning and Development

Director of Community Planning and Development reported on the following:

The Board of Zoning Appeals meeting on January 6, 2026, meeting was cancelled as there were no applications before the Board.

The Historic District Commission's January 7, 2026, meeting was cancelled as there were no applications before the Commission.

The Planning and Zoning Commission's January 15, 2026, meeting has been rescheduled to January 22, 2026. The Commission is tentatively scheduled to review: Site Plan S-24-0032, Westminster Elementary School, to construct a 3,592 square foot addition.

Finance

Director of Finance Rodgers provided an update on the department's work in preparation for the upcoming FY27 Budget.

Westminster Police Department (WPD)

Major Jones reported on the hiring of new lateral officers: Officer Schauf and Officer Burns to the City of Westminster Police Department.

CITIZEN COMMENTS

Ms. Debby DePalmer, addressed the Mayor and Common Council regarding Jones Manor (136 East Main Street).

ADJOURNMENT

Council President Chiavacci announced that the next meeting of the Mayor and Common Council would be held on Monday, January 26, 2026, at 7:00 p.m. He adjourned the meeting at 8:32 p.m.

Respectfully Submitted,

Douglass A. Barber, MMC
City Clerk

Full audio version is available on www.westminstermd.gov

Adopted by the City of Westminster Common Council on _____.

CITY OF WESTMINSTER
Mayor and Common Council Work Session Meeting
Tuesday, January 20, 2026, at 4:35 p.m.
City Administration Building, 45 West Main Street, Westminster, MD 21157

CALL TO ORDER

Elected Officials Present: Mayor Becker, Council President Chiavacci, Councilmember Dayhoff, Councilmember Hoff, and Councilmember Pecoraro.

Staff Present: City Clerk Barber, Director of Community Planning and Development Depo, City Administrator Imhulse, Director of Technology Services Moore, and City Attorney Whitworth.

Council President Chiavacci opened the Mayor and Common Council Work Session Meeting at 4:35 pm.

DISCUSSION ITEM

Discussion of Simplified Site Plans

City Administrator Imhulse opened the discussion and requested City Attorney Whitworth provided his review of proposed legislation he prepared with input from City staff, to address the legal aspects when updating the City's Code in relation to Simplified Site Plans. Staff responded to questions of clarification given by the Mayor and Common Council regarding the topic.

Council President Chiavacci noted that the Mayor and Common Council would continue their discussion and review of Simplified Site Plans at their next scheduled Mayor and Common Council Work Session Meeting scheduled for Tuesday, February 17, 2026, at 4:30 p.m.

Note for the Record: Councilmember Pecoraro left the meeting at 6:02 p.m.

ADJOURNMENT

Council President Chiavacci adjourned the meeting at 6:05 p.m.

Respectfully Submitted,

Douglass A. Barber, MMC
City Clerk

Approved by the City of Westminster Common Council on _____.



Finance

TREASURY REPORTS AS OF December 2025 – UNADJUSTED AND UNAUDITED

GENERAL FUND REVENUES	Budget	Actual YTD	% to Budget
Taxes	\$ 18,047,355	\$ 11,824,473	66%
Licenses and Permits	536,534	159,413	30%
Intergovernmental	1,975,136	1,701,690	86%
Charges for Services	1,467,247	926,451	63%
Fines & Forfeitures	28,000	22,765	81%
Miscellaneous Income	582,598	206,324	35%
Transfers	(2,099,963)	-	0%
GENERAL FUND APPROPRIATION BY ACTIVITY			
Facilities	\$ 554,474	\$ 139,917	25%
Finance	313,200	104,365	33%
Executive & Legislative	935,852	508,921	54%
Human Resources	296,912	77,048	26%
Planning, Zoning & Development	554,322	130,992	24%
Housing & Preservation Services	149,905	65,809	44%
Public Safety Department	9,947,973	4,070,749	41%
Public Works	4,883,348	1,907,059	39%
Recreation & Parks	2,399,351	1,128,017	47%
Technology	501,566	246,009	49%
Total General Fund Revenues	\$ 20,536,907	\$ 14,841,116	72%
Total General Fund Appropriations	\$ 20,536,905	\$ 8,378,885	41%

CAPITAL FUND REVENUES	Budget	Actual YTD	% to Budget
Intergovernmental	\$ 17,046,969	\$ 1,342,801	8%
Benefit Assessments	170,520	35,199	21%
Loan Proceeds	546,654	-	0%
Other Revenue	3,500	585,086	16717%
Transfers	15,602,883	-	0%
Capital Fund Reserves/Carryforward	1,702,503	-	0%
Capital Projects Benefit Assessments		-	
Fund Balance	991,916		0%
CAPITAL FUND APPROPRIATION BY ACTIVITY			
Planning	\$ 561,986	\$ 367,951	65%
Facilities	1,805,513	521,207	29%
Public Safety Department	249,712	103,548	41%
Public Works	4,350,738	1,737,288	40%
Sewer	4,371,493	429,155	10%
Water	23,840,363	5,547,369	23%
Technology	283,000	29,626	10%
Rec & Park	602,139	268,849	45%
Total Capital Fund Revenues	\$ 36,064,945	\$ 1,963,086	5%
Total Capital Fund Appropriations	\$ 36,064,944	\$ 9,004,993	25%

UTILITY FUND REVENUES	Budget	Actual YTD	% to Budget
Small Meter - City	\$ 6,121,488	\$ 2,507,214	41%
Small Meter - County	4,065,147	1,817,364	45%
Large Meter - City	2,815,801	1,171,114	42%
Large Meter - County	2,039,629	843,970	41%
Reclaimed - County	40,000	16,934	42%
Charges for Services	1,529,319	1,225,876	80%
Benefit Assessment Fees	507,715	100,704	20%
Carroll County Septage Facility	286,000	173,307	61%
Revenue Related to ENR/Biosolids Project	-	(1,679,803) *	0%
UTILITY FUND APPROPRIATION BY ACTIVITY			
Facilities	\$ 88,550	\$ 17,108	19%
Finance	937,324	386,161	41%
Executive & Legislative	883,505	475,499	54%
Human Resources	587,454	176,672	30%
Planning, Zoning & Development	506,964	150,266	30%
Public Works	731,160	165,049	23%
Technology	992,584	530,697	53%
Utilities	2,604,187	937,177	36%
Water	3,616,526	929,453	26%
Wastewater	5,035,284	1,468,279	29%
Total Utility Fund Revenues	\$ 17,405,099	\$ 6,176,680	35%
Total Utility Fund Appropriations	\$ 15,983,539	\$ 5,236,359	33%
* Reversal of prior year-end accrual for revenue recognition. Negative due to timing.			

FIBER FUND OPERATING REVENUES			% to
	Budget	Actual YTD	Budget
Provider Fees - Units Passed	\$ 438,000	\$ 218,988	50%
Provider Fees - Subscriptions	\$ 450,000	\$ 262,804	58%
Miscellaneous	\$ -	\$ -	0%
Loan Proceeds	\$ -	\$ -	0%
State Debt Grant	\$ 1,000,000	\$ -	0%
General Fund Subsidy	\$ -	\$ -	0%
FIBER FUND OPERATING EXPENDITURES			
Public Works	\$ 102,688	\$ 8,415	8%
Technology	6,833	46	1%
Fiber	1,429,836	286,172	20%
Total Revenues	\$ 1,888,000	\$ 481,792	26%
Total Expenses	\$ 1,543,710	\$ 294,633	19%
Net Income (Loss)	\$ 344,290	\$ 187,159	

PUBLIC HOUSING FUND REVENUES			% to
	Budget	Actual YTD	Budget
Housing Assistance Payments	\$ 3,227,232	\$ 1,555,851	48%
HUD Administrative Fee Distribution	299,124	177,093	59%
Miscellaneous Income	169,275	145,592	86%
Transfers	9,663	-	0%
PUBLIC HOUSING FUND EXPENDITURES			
Salaries & Benefits	\$ 387,450	\$ 128,386	33%
Administration	233,168	163,933	70%
Housing Assistance Payments	3,080,438	1,511,348	49%
Facilities	4,238	1,765	42%
Total PHA Fund Revenues	\$ 3,705,294	\$ 1,878,536	51%
Total PHA Fund Appropriations	\$ 3,705,294	\$ 1,805,432	49%

Disbursements between \$10,000 and \$25,000
from January 1, 2026 through January 20, 2026:

Invoice Date	Vendor Name	Total
9/14/2025	UNIVERSAL UTILITIES INC.	\$10,400.00
10/24/2025	C J MILLER LLC	\$18,325.00
10/27/2025	LEONARDO US CYBER & SECURITY, SOLUTIONS, LLC	\$22,450.00
12/16/2025	RED HILL LAWN SERVICE, INC.	\$10,423.75
12/17/2025	FREDERICK WARD ASSOCIATES, INC	\$21,388.56
12/18/2025	COYNE CHEMICAL	\$10,420.78
12/19/2025	THE LINCOLN NATIONAL LIFE, INSURANCE COMPANY	\$11,355.65
12/22/2025	CARROLL COUNTY COMMISSIONERS	\$15,577.89
1/2/2026	COMPTROLLER OF MARYLAND	\$23,336.76
1/2/2026	NATIONWIDE RETIREMENT SOLUTION	\$17,647.45

1/7/2026	GOGOVAPPS	\$16,800.00
1/16/2026	COMPTROLLER OF MARYLAND	\$22,922.78
1/16/2026	NATIONWIDE RETIREMENT SOLUTION	\$18,011.52

Housing Services

Housing Choice Voucher Program

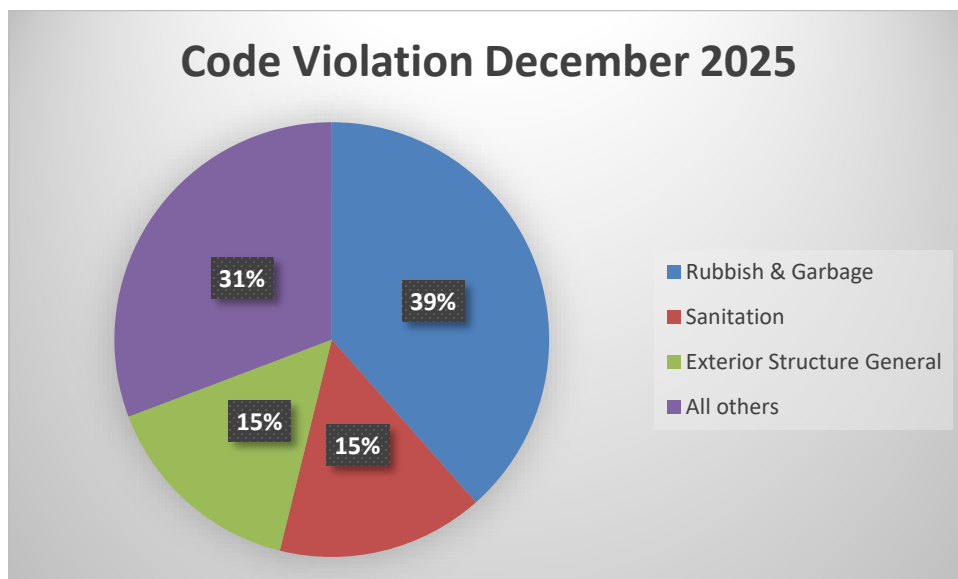
- Housing Assistance Payments (HAP) = \$255,725
- Number of vouchers under lease as of the last day of the month = 262
- Wait list total active applicants = 684
- Number Ports into City = 16
- Housing inspections = 24
- Filing rate in PIC = 98.21%
- Waiting List Status: Open

Code Enforcement

During the month of December 2025, the Code Enforcement Officer issued 13 code violations of which 4 were closed during the period leaving 9 open as of the end of the month. Those that remained open at the end of the month were because the time to remedy the violation was after the end of the month.

Below is a depiction of the violations by type for the month of December 2025.

Type of Violation	Number of Violations	Percentages
Rubbish and Garbage	5	38%
Sanitation	2	15%
Exterior Structure General	2	15%
All others	4	32%



Technology Service

Help Desk Tickets

There were a total of 328 tickets received in the month of December.
Broken down by department (by total):

Police Department - 96
Technology Services - 63
Public Works - 35
Finance - 28
Office of the City Administrator - 24
Planning - 20
Human Resources - 18
Mayor and Common Council - 14
Public - 9
Recreation and Parks - 9
Engineering - 6
Housing - 6

Community Planning & Development

COMMUNITY PLANNING AND DEVELOPMENT PERFORMANCE MEASURES	
	December 2025
Planning and Zoning Commission	4
Building Permits Approved	30
Business Owner Inquiries	4
Downtown Businesses Visited	5
Use and Occupancy Issued	9

COMMUNITY PLANNING AND DEVELOPMENT

The Department of Community Planning and Development (“DCPD”) provided professional staff reports and support for the Mayor and Common Council (“M&CC”); Economic and Community Development Committee of the Mayor and Common Council (“ECDC”); Water and Sewer Allocation Committee of the Mayor and Common Council (“WSAC”); Historic District Commission (“HDC”); Board of Zoning Appeals (“BZA”); and Planning and Zoning Commission (“PZC”).

- The December 2, 2025, **BZA** meeting was cancelled as there were no applications before the BZA. The next scheduled BZA meeting is January 6, 2025.
- The December 3, 2025, **HDC** meeting was cancelled as there were no applications before the HDC. The next scheduled HDC meeting is January 7, 2025.

- On December 8, 2025, at the **M&CC** meeting, DCPD staff presented the following item:
 - Public Hearing Annexation Resolution No. 25-08 (Annexation No. 89), Knit Centre Park Condominium, Phase One, Petition for Annexation to enlarge the corporate boundaries of the City of Westminster by annexing into the City certain property containing ± 1.47 acres, contiguous to and adjoining the City’s existing corporate boundaries, consisting of real property located at 531 Old Westminster Pike, Westminster, Maryland 21157, also identified as tax account numbers 07-155735, 07- 432124, 07-432125, 07-432129, 07-155964, 07-431833, 07-432128, 07-155743, 07- 432127 and 07-432126 and Map 0046, Grid 0015, Parcel 0017. *M&CC adopted Annexation Plan Resolution 25-09 approving the annexation plan for Annexation 89 and adopted Annexation Resolution 25-08 approving Annexation 89.*
 - Public Hearing for Ordinance No. 2025-09, P-I Planned Industrial Zone Uses and Procedures Text Amendment, an Ordinance of the Mayor and Common Council of Westminster, Amending Chapter 164, “Zoning and Subdivision of Land”, of the Code of the City of Westminster, Article XII, “P-I Planned Industrial Zone”, § 164-66, “Uses permitted”, to add “Hotels” as a permitted use and Article XII, “P-I Planned Industrial Zone”, § 164-75(D) “Procedures” and Article XXIII, “Amendments”, § 164-188 “Planned development” to authorize the Planning and Zoning Commission, rather than the Mayor and Common Council, to approve amendments to an approved development plan designating areas of the planned industrial zone for retail and commercial uses, and to increase the allowable gross acreage of such uses from 15% to 30%. *M&CC approved Ordinance 2025-09.*
- On December 17, 2025, at the **PZC** meeting, DCPD staff presented the following items:
 - Site Development Plan S-25-0006, 404 Malcolm Drive Medical Center. Applicant proposes to construct a 22,000 square foot medical center and a 12,000 square foot building that will be used for either office space or a school/daycare. *The PZC conditionally approved S-25-0006.*
 - Sign Permit No. 2008, Carroll County Board of Elections, the Applicant is requesting Sign Permit Application Approval for a sign that is greater than 64 square feet and up to but not exceeding 125 square feet as a tenant sign for 1101 Business Parkway South. *PZC Approved sign permit no. 2008.*
 - Recommendation to Mayor and Common Council for Wakefield Valley Development Plan Amendment DP-24-01, Parcel W and Parcel X. Amendment to Wakefield Valley Development Plan (the “2025 Development Plan”) to add 35 new density rights to Parcel W to construct 35 single-family detached dwelling units and

dedicate Parcel X to Carroll Lutheran Village for open space. *PZC approved recommendation to be forwarded to the Mayor and Common Council.*

- Work Session on Zonal Map Amendment ZMA 24-01, The Willows. Zonal Map Amendment reclassifying certain real property from the R-7,500 Residential Zone to the Planned Development-9 Zone. The subject properties are identified by the State Department of Assessments and Taxation (SDAT) as #07-020430, #07-114443, #07-033338, #07-011490, #07-011482, #07-032471, #07-032455, and #07-044429 and located off and east of Pennsylvania Avenue and north of Sullivan Avenue. The applicant is proposing to construct 20 two-over-two dwellings for a total of 40 dwelling units. *PZC offered feedback on their preferred architectural features for the proposed project.*

Other Activities Completed by **DPCPD**:

- On December 1, 2025, staff attended and managed the DBA meeting with the DBA Leadership, led by Chairperson Tiombe Paige, with Cultivated Boutique. DBA focused primarily on the Small Business Saturday event and feedback from the business community.
- On December 16, 2025, DCPD Staff, GIS Staff, and Chair McMasters with the Historic District Commission attended the virtual kick-off for the Westminster Historic District Re-Inventory Project. The official project kick-off will begin in January 2026.
- Thirty (30) building permits were reviewed and approved for projects within the City. Nine of the approved permits were for a Final Release, five were for new commercial businesses or commercial renovations and sixteen were for residential decks and miscellaneous projects. The following highlights a few of these permits:
 - Building Permit for The Shepherd's Staff located at 30 Carroll Street.
 - Final U&O approved for Nothing Bundt Cakes located at 410 Meadow Creek Road.
 - Tenant Fit out for Cooper's Golden Hour Portraits located at 71 E Main Street.
- Finally, DCPD staff members continue to manage site development plans, plats, simplified site plans, and permits submitted to the City for review and compliance with adopted rules and regulations and answer hundreds of inquiries every month via email, by phone, via Zoom, and in person. DCPD continues to meet with applicants and their attorneys to discuss annexations, proposed site development plans, building permits, water and sewer allocations, zoning determinations, verifications, and certificates, and a variety of City applications and processes.

Human Resources

HR Employee Relations, Projects, and Benefits & Wellness

- HR team met with employees in-person (one-on-one) and made phone calls to answer benefit-specific questions.
 - Accessing benefit information, registering accounts, and requesting benefit cards
 - Requesting various types of leave (FMLA, STD, Worker's Compensation)
 - Qualifying Life Events for changes to insurance
- HR team managed interview and onboarding activities for the Utilities, Public Works, Streets, Human Resources, Water, Wastewater, Police, and Recreation and Parks
 - Prescreen vetting, in-person, and computer conferencing interviews.
 - Roles ranged from entry- to senior-level; all full-time.

Recruitment Activities

Advertisements and Application Reviews:

	Internal Advertisements	External Advertisements	Internal Application Reviews	External Application Reviews
Full-time	6	23	1	41
Part-time	0	0	0	0
Temporary	0	1	0	2
Seasonal	0	0	0	0

Advertised on:

- Indeed
- City of Westminster
- Carroll County Chamber of Commerce
- Maryland Workforce Exchange
- Chesapeake American Water Works Association
- Carroll County Workforce Development
- The Maryland Municipal League
- American Public Works Association Job Board
- Carroll Community College Career Development
- Public Works Careers
- Water and Wastewater Public Works Careers
- GovernmentJobs.com

Vacant Titles per Department:

- **Police: 3**
 - Communications Specialist I
 - Entry-level Officer
 - Lateral Officer

- **Streets: 2**
 - Equipment Operator I or II
- **Wastewater Plant: 1**
 - Plant Operator (2nd Shift)
- **Public Works: 2**
 - Director of Public Works
 - Construction Inspector
- **Utilities: 2**
 - Equipment Operator I or II
- **Human Resources: 1**
 - Safety & Risk Coordinator
- **Recreation and Parks**
 - Group Fitness/Yoga Instructors

Employee Changes Completed:

	New Hires	Employee Orientations	Internal Transfer	Promotion	Termination s/ Retirement
Full-time	9	9	23	25	8
Part-time	0	0	0	0	0
Temporary	1	1	0	0	0
Seasonal	0	0	0	0	0

Hires and Promotions in December 2025 by Title:

Streets:

- Equipment Operator I or II (2)

Utilities:

- Utilities Crew Leader
- Equipment Operator I or II

Public Works:

- Construction Inspector

Water:

- Plant Operator (3rd Shift)
- Promotion: Plant Operator II (2nd Shift)

Police:

- Communications Specialist I
- Promotions: All ranks, all divisions, numerous employees

Wastewater:

- Plant Operator I

Recreation and Parks:

- Fitness Group Instructor

Risk Management

- Insurance Claims Filing

Automobile	Liability	Mobile Equipment	Property	Sewer Back-up	Workers' Compensation
2	1	0	0	0	7

- Continued random drug testing for quarter 4 per City's Drug-Free Workplace Policy.
- Correspondence with LGIT, Chesapeake, and employees on workers compensation and insurance claims.

Police Department

Time Frame	Police Calls For Service	Adult Arrests	Juvenile Arrests	DUI Arrests	Traffic Citations	Foot Patrol Hours
December 2025	922	29	5	4	356	158
December 2024	851	29	1	4	258	132
2025 YTD Total	11454	379	104	47	4214	1351
2024 YTD Total	11484	403	103	41	2669	1267

Significant Cases in December:

Crime: **Assault – First Degree**
 Date: 12/04/2025
 Location: E. Main Street
 Details: Several juveniles were threatened by a subject wielding a hatchet
 Status: **Arrest: Timothy Wolbert (37 YOA)**

Crime: **Burglary – Fourth Degree**
 Date: 12/04/2025
 Location: S. Court Street
 Details: Video surveillance captured the subject breaking the residence's front window with a hatchet.
 Status: **Arrest: Timothy Wolbert (37 YOA)**

Crime: **Assault – First Degree**
Date: 12/07/2025
Location: E. Main Street
Details: The victim stated she was punched and strangled by her boyfriend.
Status: **Arrest: Linell Johnson (40 YOA)**

Crime: **Burglary – Fourth Degree**
Date: 12/05/2025
Location: Sienna Drive
Details: The subject was trespassed from the residence but returned approximately an hour later and entered the apartment.
Status: **Arrest: Jordan Armstrong (38 YOA)**

Crime: **Assault – First Degree**
Date: 12/11/2025
Location: E. Green Street
Details: A 17-year-old reported to her school counselor an alleged history of domestic violence.
Status: **Open**

Crime: **Assault – First Degree**
Date: 12/13/2025
Location: Falcon Court
Details: The victim stated her live-in boyfriend had strangled her.
Status: **Arrest: James Duncan (49 YOA)**

Crime: **Auto Theft**
Date: 12/29/2025
Location: Buck Cash Drive
Details: An unknown suspect(s) stole a 2019 Honda Accord that was parked in front of a residence.
Status: **Open**

Departmental Information

1. On 12/02/2025, ten (10) promotions were awarded.
2. On 12/04/2025, WPD Members participated in the Catherine's Cause Fatal Collision Remembrance Ceremony at the Ascension Episcopal Church.
3. On 12/06/2025, WPD Members collaborated with Walmart for the 23rd Annual Shop with a Cop Holiday Event.
4. On 12/21/2025, Major Jones and Captain Blackwell attended the Blues Christmas Homeless Memorial Service at St. Paul's United Church of Christ.

Recreation & Parks

Family Fitness Center Membership Usage

Membership Package	% of Total	Entries
Family	36	1,255
Family with Childcare	10	336
Individual	48	1,677
Student/Youth	5	192
Class Pass	1	17
Total Entries		3,477
Total Unique Members		540

Resident and Non-Resident Membership Packages

Membership Package	# of Members	Percentage
Family	129	
Resident	69	53%
Non-Resident	60	47%
Family w/ Childcare	20	
Resident	7	35%
Non-Resident	13	65%
Individual	303	
Resident	138	45%
Non-Resident	165	55%
Youth/College Student	49	
Resident	36	73%
Non-Resident	13	27%
Total # of Memberships	501	
Total Resident	250	50%
Total Non-Resident	251	50%
Class Pass	4	

The Westminster Family Fitness Center welcomed 25 new members in December.

Group Fitness Class Attendance:

- Barre/TRX – 201
- Circuit/Interval/Strength – 682
- Group Power/Group Blast - 320
- Cycle – 238
- Pilates/Stability Ball - 186
- Yoga - 403
- Zumba/Pound - 181
- Mobility Training – 47

Total Attendance: 2,258

Public Works

Wastewater Treatment Plant

Total Flow	102.904 MGD
Average Daily Flow	3.319 MGD
Sludge (Integrated Agronomics)	420.6 wet tons
Septage Sludge	133.74 wet tons

- Continuation of the PureWater project. Conewago completed construction of the tank walls and tested for water tightness (a couple minor leaks needed to be repaired), completed construction of building footers, continued installation of yard piping (roughly 60% complete), and continued rough-in work for both plumbing and electrical.
- HRI and their subcontractors have continued to struggle with the startup of the dryer, and its various subsystems. The dryer has not been able to operate for more than 24 hours in any consecutive period. This effort has required a large, time consuming involvement by Staff. There is still no solution to the issues with odor control system and the activated carbon used to neutralize odors.
- HRI's subcontractors began replacing all of the installation on the dryer and associated ductwork in effort to prevent the hotspot issues that have been occurring.
- HRI has continued to slowly work on miscellaneous punch list items throughout the project.
- Attended meetings, both in-person and via Teams for the PureWater project.
- Attended meetings, both in-person and via Teams for the ENR construction project.
- Performed over 4,000 laboratory analysis.
- Continued to cross train Ed McGillicuddy on the autoanalyzer for nutrient analysis in anticipation of the plant chemist, **Richard Yoder, retiring in February after 36 years of service.**
- Chris Williams left employment with the City to pursue other opportunities and Tyler Diaz began employment.
- Had multiple VFD failures in the Denitrification Facility as well as issues with the automated valves that control flow to the individual filters.
- Performed routine maintenance throughout the Plant. Completed semi-annual mixer and nitrate recycle pump maintenance.
- Celebrated Christmas with the Plant staff and also with the City in its entirety.

Utility Maintenance

- Water leaks
 - 1283 Fairway Drive X2 (Main)
 - 74/76 Bond Street (Private)
 - 549 Crossbridge Drive (Private)
- Sewer Blockages
 - 641 N Chandler Drive (Private)
 - 115 Hollow Rock Avenue (Private)
 - 108 Ratem Drive (Private)
 - 240 Lodestone Court (Private)
 - 58 Westmoreland Street (Private)
 - 840 Johahn Drive (Lateral)

- 323 Meadow Creek Drive (Private)
- 410 Poole Road (Private)
- 140 Pennsylvania Avenue (Lateral)
- Fiber Drop Installation
 - 194 E Main Street
 - 70 Pennsylvania Avenue
 - 123 S Center Street

Water Loss

Water Flushing	0.620 MG
Water Leaks	0.850 MG
Private Leaks	0.450 MG
Sewer Main Flushing	0.040 MG
Street Sweeper	0.010
Meter Exchanges	0.022
Sample & Pump Stations	0.124
Total Loss	2.116

- Regular maintenance
 - Televis and clean sewer mains
 - Sewer pumping stations
 - Booster stations and water storage stations
 - Leak detection
 - Equipment and vehicle maintenance
 - Quarterly meter reading, HWB
 - Miss Utility Markings
 - Fiber Drops
 - Hydrant flushing for WTP
 - Mass water meter change out /upgrade on the system

Street Department

- Grounds Maintenance section performed the following tasks:
 - Removed stumps at JC Park behind Field Lily Court
 - Removed dead tree at Uniontown Road Athletic Field
 - Cleaned trucks from salting operations
 - Manufactured Salt Brine
 - Removed fallen brush from multiple wind events
 - Performed landscape inspection at Royal Farms
- Building Maintenance section performed the following tasks.
 - Installed new One-Way Street sign at W. Green St and Kings Lane
 - Installed new Stop sign at Ridge Road and Cunningham Lane
 - Replaced hot water heater at Community building
 - Assisted with camera installation at Wakefield Valley Pavillion
 - Closed and winterized JC Park.

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

Street Baskets	1.86 tons
Bulk Trash	23.24 tons
Brush	8.9 tons
Yard Waste	10.58 tons
Leaf Removal	12.98 tons
Street Sweepings	1.61 tons
Metal	1.34 tons

- Scheduled bulk trash collection
- Set dumpsters for larger piles of bulk trash
- Assisted with cleaning of City parking lots
- Street Maintenance Section
 - Reconstructed pedestrian bridge at Wakefield Valley Park
 - Seeded and mulched multiple areas after paving at Wakefield Valley Park
 - Removed and replaced a split rail fence at Juniper Court
 - Assisted with snow operations and fleet maintenance

Engineering

- HRI, Inc. (the general contractor for the ENR/Biosolids Upgrade Project) is working on the startup of equipment and punch list items of the Wastewater Treatment Plant. GHD, the project engineer, continued review of submittals and RFIs and Project Management/ Inspection.
- I & I phase 6 Guyer Bros. Providing CCTV and evaluation of sewer mains. Waiting for approved permits from MDE/DNR.
- Wickersham Construction is working on the punch list items of Wakefield Valley Events Pavilion and Community Building.
- SFMS, LLC construction is working on the reconstruction of ADA requirements.
- Shoreline Mechanical LLC. Is working on the installation of the HVAC Units at the WTP and 45 W. Main Street Buildings.
- Conewago Construction is working on the construction of the PureWater Project.

Water Plant

RAW WATER TO PLANT IN MG	
RAW METER TOTAL	38.07835
RECYCLED WATER TOTAL	4.82925
% RECOVERED	12.682
CIP WASH WATER / MEMBRANE CELLS	0.15552
TOTAL	37.92283
RAW WATER SOURCES IN MG	
HULL	4.617
CRANBERRY	33.30583
RAW RES	0
OTHER	0
TOTAL	37.92283
TREATED IN MG	
FINISHED WATER FLOW METER	37.09090
STATION WATER	0.0334
TOTAL TREATED	37.05750
BACKWASH WATER / RECYCLE FILTERS	0.2115
DELIVERED TO SYSTEM	36.84600
WELLS IN CRANBERRY SYSTEM IN MG	
WELL 3	2.097866
WELL 4	1.220015
WELL 5	6.34029
WELL 6	1.60916
WELL 7	4.496495
WELL 8	3.188078
WELL 9 & 10	3.142396
WELL 11	2.984523
WELL 12	7.408701
WELL 5 BACKWASH WATER	0.00389
WELL 7 BACKWASH WATER	0.33953
WELL 12 BACKWASH WATER	0.81176
TOTAL DELIVERED FROM WELLS IN MG	32.48752
TOTAL DELIVERED TO SYSTEM	69.333524
TOTAL DAILY AVERAGE	2.2365653
DAY OF MAXIMUM USAGE	26
RAINFALL	1.85

- Hours operated = 744
- Raw Reservoir level = 21.5 feet

Wakefield Well System

Well 1	2.8384 MG
Well 2	2.926194 MG
Total Delivered to System	5.764594 MG
Filter Backwash	0.00477 MG
Daily Average	0.1859546 MG
Day of Maximum Usage – 24	0.294639 MG

- Other tasks included:
 - Performed routine maintenance at the wells and Water Treatment Plant
 - Collected 83 distribution compliance samples between the Cranberry and Wakefield Water Systems.
 - Performed 310 process control checks at 10 Wells.
 - Performed 372 process control checks at the Cranberry Water Treatment Plant
 - Completed monthly operating reports for the Cranberry and Wakefield Systems
 - Hired new 3rd Shift Operator



To: Mayor and Common Council

From: Mark A. Depo, Director of Community Planning & Development

Cc: Sara Imhulse, City Administrator
Ramsey Whitworth, City Attorney

Meeting Date: February 9, 2026

Re: **Approval of Public Works Agreement A-1177**, for new connections to the City's public water service and sanitary sewer service at 2 Black Oak Lane, Westminster, Maryland 21157 to construct one single-family detached dwelling unit.

The Department of Community Planning and Development (DCPD) and Department of Public Works (DPW) is requesting that the Mayor and Common Council approve of Public Works Agreement No. A-1177. **[Attachment 1]**

BACKGROUND

On March 24, 2008, the Mayor and Common Council conditionally approved Good Cause Waiver (GCW) 07-06 for one single-family dwelling unit at 2 Black Oak Lane. **[Attachment 2]** Of the four conditions of approval, three have been met. The applicant must still submit an Irrevocable Consent to Annexation (GCW 07-06 Condition 2.), which must be completed prior to granting use and occupancy for the Use and Occupancy being granted for the single-family detached dwelling.

2 Black Oak Lane is located outside City of Westminster limits but inside the water and sewer service area and is not currently contiguous to the City. David and Vanessa Schlossberg, the property Owners, has hired Bonton Builders, the Developer, to install new connections to the City's public water service and sanitary sewer service at the main lines in the Gist Road right-of-way for the proposed single-family detached dwelling.

The property Owners, Developer, and City have finalized the associated PWA A-1177 based on cost estimates provided by the Developer and further outlined in the City surety letter. **[Attachments 3 and 4]** The property owner and builder have requested that the documents be approved in the form presented. The City Attorney has reviewed PWA A-1177.

If the Mayor and Common Council approve PWA A-1177, the Mayor and appropriate City staff will sign the agreement, and the agreement will be recorded and kept on file in the City Clerk's Office.

RECOMMENDATION

Staff recommend Mayor and Common Council approve Public Works Agreement A-1177 for the water and sewer connection, as described in the staff report, at 2 Black Oak Lane, Westminster, Maryland.

ATTACHMENT

1. Public Works Agreement A-1177, 2 Black Oak Lane
2. Good Cause Waiver 07-06
3. Cost Estimates, 2 Black Oak Lane (PWA A-1177 Exhibit A)
4. Surety Letter, 2 Black Oak Lane

PUBLIC WORKS AGREEMENT
CITY OF WESTMINSTER, MARYLAND
AGREEMENT NO. A – 1177

**APPLICATION FOR THE CONSTRUCTION OF
SANITARY SEWER AND WATER CONNECTIONS**

2 Black Oak Lane

Location: 2 Black Oak Lane
Westminster, MD 21157
Tax ID #07-145489

Owner: David and Vanessa Schlossberg
248 Sheepskin Drive
Westminster, MD 21157

THIS AGREEMENT is made this ____ day of _____, 2026, by and between The Mayor and Common Council of Westminster (the “City”), a municipal corporation of the State of Maryland, David and Vanessa Schlossberg (the “Owners”), and Bon Ton Builders Inc. (the “Developer”); and

WHEREAS, the Owner owns a parcel of land situated within Carroll County and outside the corporate boundaries of the City located at 2 Black Oak Lane, Westminster, Maryland 21157,

comprising of 0.6502 acres, and zoned “R-20,000 Residence District” (the “Property”). The Owner proposes to develop a residential dwelling on the Property; and

WHEREAS, the Owner proposes to install new connections to the City’s public water and sanitary sewer mains located within Gist Road (the “Project”), in accordance with the provisions set forth in Chapter 124 and Chapter 160 of the City Code, to develop one residential dwelling unit; and

WHEREAS, the Owner and the Developer have agreed that the Developer will undertake or assume responsibility for construction and completion of the improvements required under this Public Works Agreement and will provide the associated performance, payment and maintenance bonds to the City;

WHEREAS, the City of Westminster Department of Public Works has reviewed and preliminarily accepted the proposed work location in Gist Road associated with the Project; and

WHEREAS, on May 13, 2024, the Mayor and Common Council approved Good Cause Waiver Applications GCW 24-02, for one residential dwelling unit; and

WHEREAS, on May 14, 2024, the City of Westminster Department of Community Planning and Development tentatively approved Water and Sewer Allocation applications WSA 24-13, for one residential dwelling unit; and

WHEREAS, prior to the issuance of any building permits for the Project, the City requires that evidence of financial responsibility in the form of a performance bond or irrevocable letter of credit be furnished by the Developer to guarantee completion of those site improvements described above and in Paragraph 2 hereof and such off-site improvements as may be required by the City, in order to protect the City and the residents thereof from the costs of failure to complete in the required manner the necessary public improvements; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions for the completion of all required site improvements for the work described above and in Paragraph 2 hereof and outlined in the “Proposal/Quote” from PlumbingWurx, LLC, attached hereto as **Exhibit A**;

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

1. The Recitals set forth above are incorporated herein by this reference and are made a part of this Agreement.

2. The Developer has obtained a contractor’s “Proposal/Quote” from PlumbingWurx, LLC, including a description and construction estimate of the Project which it has submitted to the City for its review and approval. This construction estimate must be approved prior to issuance of any building permits. If required by the City, Traffic control and Maintenance of Traffic (“MOT”) shall be provided in connection with the Project. All work is to be installed per City-approved plans and specifications and the City Code. Any asphalt patch is to meet City specifications and must be approved by the City. The Developer shall install a new water lateral service from the existing water main to the property line and install a curb stop at the property line. Electronic as built details shall be submitted to the City Inspector for approval.

3. The Developer shall furnish, prior to permit issuance, standard corporate performance and payment bonds in a form approved by City, or irrevocable letters of credit, in the amount of 110% of the full contract price for the cost of required clearing, demolition, stakeout, City water connection, City sanitary sewer connection, roadwork, concrete work, stormwater management, paving, lighting, and landscaping, and any other required facilities as a guarantee for the satisfactory and timely completion of the work contemplated by this Agreement. The City may, in

its discretion, permit the bond or irrevocable letter of credit to be reduced in proportion to the amount of the work completed, at 50% and 80% of completion. If an irrevocable letter of credit is posted by the Developer, it shall contain the following language in addition to all other language and requirements deemed appropriate by the City:

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

4. In the event the Developer fails to construct the required improvements herein in accordance with the above described plans and specifications, and as set forth in detail in Ex. A, or fails to convey the required right-of-way for public roads, stormwater management facilities, water facilities and sanitary sewer facilities therein, and/or required easements for public facilities, or fails to commence appropriate and effective corrective action within the time periods set forth in Paragraph 5 hereof after written notification by the City of non-compliance with any pertinent requirements during the construction of said improvements, or otherwise fails to perform its obligations under this Agreement, the City shall have the right to call or draw upon the security posted pursuant to Paragraph 3 hereof. The City shall have the right to refuse to accept or to maintain said public improvements until the same are fully completed by the Developer, or at its option, to accept and record deeds for the easements and/or rights-of-way described by the related plats and enter into and upon the same for the purpose of constructing or repairing the required improvements.

5. If the Developer has posted bonds as the security required by Paragraph 3 hereof, in the event of default by the Developer in performance of its obligations under this Agreement, the City shall give notice in writing to the Owner and Developer and to the issuer of the security posted

pursuant to Paragraph 3 hereof, of such default. Subject to the last sentence of this Paragraph, in the event that such default has not been cured by the Developer within fifteen (15) days after receipt of such written notice, the City shall give the Surety written notification of said default, and the Surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such a reasonable period as the City may specify; or (b) indemnify the City against loss or expense arising out of the failure of the Developer to complete said improvements as required by the terms of this Agreement. If the Surety fails to take the required corrective action within thirty (30) days of the foregoing election, any construction or conveyance privileges granted to the Owner and Developer for the improvements guaranteed by this Agreement may be suspended by the City pending completion of the required improvements. Notwithstanding the foregoing, so long as the Developer has commenced to cure and is diligently proceeding to cure a non-monetary default, the period within which such default may be cured shall be extended in the City's discretion for such period as may be reasonably necessary to complete the cure in the exercise of due diligence.

If the Developer has posted irrevocable letters of credit as the security required by Paragraph 3 hereof, in the event of default by the Developer in performance of its obligations under this Agreement, the City shall give notice in writing to the Owner and Developer of such default. Subject to the last sentence of this Paragraph, in the event that such default has not been cured by the Developer within fifteen (15) days after receipt of such written notice, the City shall give the Developer written notification of the failure to cure and the Developer shall cease any construction or conveyance activities for the improvements guaranteed by this Agreement. After giving such notice, the City may, through a contractor or otherwise, undertake to remedy the default or failure by drawing upon the letter of credit. Notwithstanding the foregoing, so long as the Developer has commenced to cure and is diligently proceeding to cure a non-monetary default, the period within

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

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

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

8. The Developer shall reimburse the City for all costs incurred by the City in connection with the inspection of those facilities to be taken over by City, the construction cost for work performed by request of the Developer by letter, and the fees of consultants, including legal, engineering and other appropriate professionals, employed by City to review contract documents, perform tests and observe construction of items to be conveyed to City. The Developer will be assessed a fee of 4.5% of the value of those public works and related improvements for construction inspection by the City for this project. The Developer agrees to pay this fee before the City approves any building permit.

9. The Developer shall incorporate sediment and erosion control facilities, if required, as approved by the City and the Soil Conservation District, in the development of the Project and shall construct and maintain said facilities until such time as the City and the Soil Conservation District notify the Developer in writing that those facilities are no longer required, at which time those facilities no longer required shall be removed by the Developer and the land returned to a condition acceptable to the City. The Developer's performance bond or irrevocable letter of credit issued pursuant to Paragraph 3 hereof shall include an amount sufficient to cover the cost of erosion and sedimentation control facilities.

10. The Owner, upon application for building permits, shall make payment to the City for all Benefit Assessment and related charges resulting from the approved work pertaining to the Project in accordance with the Charter and Code of Laws and the Utility Fee Ordinance. The Developer shall install all water and sanitary sewer service laterals when required as a part of the extension of the water and sanitary sewer mains resulting from the approved plats, plans and specifications, pertaining to the Owner's Property. For each lateral that is extended as part of the initial contract by the Developer, the Owner shall be exempted from the connection charges that would ordinarily be imposed by the City to install a connection in accordance with the Charter and Code of Laws and the Utility Fee Ordinance for connections installed by the Developer at its own cost; however, the Owner or Developer shall pay the invoiced cost of all required water meters, which the City will furnish for installation by the Developer in accordance with the Charter and Code of Laws and the Utility Fee Ordinance.

11. The Owner and Developer acknowledge that the City has entered a Consent Order dated April 3, 2007, with the Maryland Department of the Environment and that the City has subsequently adopted a Water and Sewer Allocation Policy. The City will provide water and

sewerage service to the Project in accordance with said Water and Sewer Allocation Policy and any amendments thereto, together with the City's laws and regulations relating to such water service and sewerage service, and the Owner and Developer accept and agree to the terms of said Water and Sewer Allocation Policy, and any amendments thereto.

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

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

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

15. The Owner and Developer shall abide by all City and/or County codes in effect relating to the Project. In the event a conflict arises between Codes, the City shall determine which Code shall apply.

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

17. The Owner and Developer shall hold the City harmless and defend and indemnify it

from any claims arising from the operations of the Owner and/or Developer, their employees, contractors, subcontractors, and agents.

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

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

transfer.

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

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

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

23. The Owner and Developer shall be primarily obligated for the fulfillment of the requirements of this Agreement; however, if the Owner or Developer fail to comply with any of the terms, conditions and responsibilities contained herein, that shall not relieve the Owner or Developer from fulfilling those obligations as specified herein. The Owner and Developer shall cooperate with the City in allowing all or any portion of defective, deficient or unconstructed

improvements to be completed using the surety provided herewith.

24. This document constitutes the entire Agreement between the parties. This Agreement may only be modified or changed by a written amendment signed by both parties, it being expressly understood that no verbal notices or agreements shall be effective to alter the terms hereof.

25. Notice to the City regarding this PWA shall be sent to the Director of Public Works at 45 W. Main Street, Westminster, Maryland 21157. Notices to the Owner shall be sent to David and Vanessa Schlossberg, 248 Sheepskin Drive, Westminster, MD 21157 and notices to the Developer shall be sent to Bon Ton Builders Inc., c/o Tony Forbes, President, 1060 Baltimore Street, Hanover, Pennsylvania 17331.

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

**OWNERS: DAVID AND VANESSA
SCHLOSSBERG**

_____(Seal)
David Schlossberg

_____(Seal)
Vanessa Schlossberg

STATE OF MARYLAND
COUNTY OF _____

On this ____ day of _____, _____, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, who acknowledged himself to be David Schlossberg and that he, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said entity in his or her capacity therein stated.

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

Notary Public
My Commission expires: _____

STATE OF MARYLAND
COUNTY OF _____

On this ____ day of _____, _____, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, who acknowledged herself to be the Vanessa Schlossberg and that she, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said entity in his or her capacity therein stated.

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

Notary Public
My Commission expires: _____

DEVELOPER: BON TON BUILDERS INC.

_____(Seal)
Tony Forbes, President

STATE OF MARYLAND
COUNTY OF _____

On this ____ day of _____, _____, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, who acknowledged himself to be Tony Forbes, President and Owner of Bon Ton Builders Inc. and that he, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said entity in his or her capacity therein stated.

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

Notary Public
My Commission expires: _____

ATTEST:

**THE MAYOR AND COMMON COUNCIL OF
WESTMINSTER**

Douglass Barber, City Clerk

Dr. Mona Becker, Mayor (Seal)

Recommended for Approval:

Recommended for Approval:

Mark Depo, Director
Community Planning and Development

Sara Imhulse, City Administrator and
Interim Director of Public Works

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this ____ day of _____, 2026

Ramsay M. Whitworth, Esq., City Attorney

CITY OF WESTMINSTER

P.O. Box 710
Westminster, Maryland 21158



TELEPHONE

Local (410) 848-9000
Baltimore Line (410) 876-1313
Website: www.westgov.com

April 1, 2008

Cynthia Bell
849 Gist Road
Westminster, Maryland 21157

Re: Good Cause Waiver No. 07 – 6
Map 46 Parcel 1611 –Black Oak Lane

Dear Ms. Bell:

On March 24, 2008, The Mayor and Common Council of Westminster conditionally approved Good Cause Waiver No. 07 – 6 to allow the extension of public water and sewer service to the above-referenced parcel. The conditions of your approval are as follows:

1. The Applicant pays all associated fees.
2. The Applicant executes an Intent to Annex Agreement with the City of Westminster.
3. The Applicant understands that the City accepts no easements by granting the Good Cause Waiver. The applicant accepts all financial responsibility for the engineering, installation, and maintenance of infrastructure necessary to connect to the City's system.
4. An application for water allocation is submitted and approved.

Please find enclosed an Irrevocable Declaration of Intent to Request Annexation agreement for the property listed on the above-referenced Good Cause Waiver application. This form must be signed, notarized, and returned before the property can be connected to the City's water and sewer systems, in accordance with the conditional approval of the Good Cause Waiver by The Mayor and Common Council. A copy of the Water Allocation application is also included. This will need to be approved by the City of Westminster before any building permit is issued.

Please return the signed form to the Department of Planning, P.O. Box 710, Westminster, MD 21158. You will receive a copy of the form by mail when all parties have signed the document. If you have any questions, please feel free to call me at (410) 848 – 4363.

Sincerely yours,

Matthew B. Davis, AICP
Manager of Planning and Development

PlumbingWurx



Plumbingwurx, LLC dba ElectricWurx

Brad Dull
1060 Baltimore Street
Hanover, PA 17331

(717) 637-4136
brad@bontonbuilders.com

ESTIMATE	#1606-1
SERVICE DATE	Sep 21, 2025
TOTAL	\$78,040.00

CONTACT US
1044 Virginia Ave
Hagerstown, MD 21740

(301) 264-7577
plumbingwurx@gmail.com

ESTIMATE

Services	qty	unit price	amount
NOTES	1.0	\$0.00	\$0.00
<p>Run water and sewer from Gist Rd across the street and terminate it at the meter provided by city/ township/or others. Looks as is the water and sewer is on the other side of Gist Rd in the grassy area. This means we would need to have flaggers, and rd closures one lane at a time . Estimate is for us to do everything from flagging, rd work, excavation , pipe saddles and tie ins at street,backfill, rd plates, rd repair, pipe laying and backfill. Pipes will stop within 10ft of the road. The city of Westminster is requiring SDR 35 sewer pipe, and a 2in copper water line . Piping will be tested and inspected before backfilling . Price EXCLUDES any rock removal, any unforeseen utilities or obstacles not known or unforeseen circumstances that we cannot control. Price is only to get it to the other side of the rd , others are to connect and take it to the house. We are not responsible for any pumps needed for not enough grade on sewer or water pumps for needed flow or pressure. Work will not be able to be completed until at least the middle of March due to blacktop plants closing down after Thanksgiving. Payment to be as follows 1/3 due upon signing, 1/3 due upon starting , balance due upon completion .</p>			
T70021 Miscellaneous	1.0	\$77,040.00	\$77,040.00
T10022 Permits (piping inspection, rd work permits)	1.0	\$1,000.00	\$1,000.00

Schlossberg

Services subtotal: \$78,040.00

Subtotal \$78,040.00

Total \$78,040.00

Returned checks are subject to a service charge of \$15.

Approved

[Signature]



Community Planning and Development

45 West Main Street
Westminster, Maryland 21157
planning@westminstermd.gov

December 18, 2025

Bon Ton Builders Inc.,
c/o Tony Forbes, President/Owner
1060 Baltimore Street
Hanover, Pennsylvania 17331

tf@bontonbuilders.com

VIA EMAIL

RE: SURETY LETTER, 2 BLACK OAK LANE (County File # R0-25-1090)

Based on my review of the requirements of the **Public Works Agreement (PWA) No. A-1177** and the information provided for the above-mentioned project at 2 Black Oak Lane, Westminster, Maryland 21157, the amount of the performance surety and the amount of the maintenance surety are hereby set at **\$84,744.00** and **\$7,704.00**, respectively. These amounts are established as follows:

Description of Work	Cost
Water/Sewer Service Connection*	\$77,040.00
Total:	\$77,040.00
110% Performance Surety:	\$84,744.00
10% Maintenance Surety:	\$7,704.00

The performance surety and the maintenance surety are separate sureties, with the maintenance surety provided prior to City acceptance of the improvements and effective for a one-year period from the date of acceptance of the improvements by the City. Reduction in the amount of surety must be made in accordance with the **Bond Release Packet**, forwarded to the following:

City of Westminster
Department of Public Works
Attn: Mark Depo
45 West Main Street
Westminster, MD 21157

* Indicates a Public Works inspection is required. A **4.5% Construction Inspection Fee of \$3,466.80 (\$77,040.00 @ 4.5%)** shall be paid to the City of Westminster prior to issuance of building permits and initiation of construction. Prior to the start of any work, a **pre-construction meeting** shall be scheduled with the Utility Maintenance Department at 410-848-9565.

Please feel free to contact me if you have any comments or concerns at (410) 848-9000.

Respectfully,

Mark A. Depo
Director of Community Planning and Development

cc: David and Vanessa Schlossberg, 248 Sheepskin Drive, Westminster, MD 21157 (Property Owner – via email)
Andrea Gerhard, Senior Planner, Community Planning and Development (via email)



To: Mayor and Common Council

From: Mark A. Depo, Director of Community Planning & Development

Meeting Date: February 9, 2026

Re: **Introduction of Annexation Resolution No. 26-03 (Annexation No. 72), Patamy, LLC Petition for Annexation to enlarge the corporate boundaries of the City of Westminster by annexing into the City certain property containing \pm 2.9443 acres, contiguous to and adjoining to the City's existing corporate boundaries, consisting of real property located at 10 Sullivan Road, Westminster, Maryland 21157, also identified as Tax Account Number 07-048408, Map 0039, Grid 0013, Parcel 0752 and comprising of \pm 1.4983 acres and \pm 1.446 acres of right-of-way containing a portion of College View Boulevard (Maryland Route 140/Maryland Route 97), belonging to the Maryland Department of Transportation State Highway Administration.**

Patamy, LLC ("Petitioner") is requesting that the Mayor and Common Council annex certain property into the corporate limits of the City. As is more fully explained below, in accordance with State law, Annexation Resolution No. 26-03 (Annexation No. 72) initiates the annexation process. [Attachment 1]

BACKGROUND

Annexation

The Mayor and Common Council may enlarge the boundaries of the City of Westminster (the "City") as provided in the Annotated Code of Maryland, Local Gov't, Division II. Municipalities, Title 4. In General, Subtitle 4. Annexation, § 4-401. A municipality may annex only land that (1) is contiguous to and adjoining the existing boundaries of the municipality; and (2) does not create an unincorporated area that is bounded on all sides by: (i) real property presently in the boundaries of the municipality; (ii) real property proposed to be in the boundaries of the municipality as a result of the proposed annexation; or (iii) any combination of real property described in item (i) or (ii) of this item.

Pursuant to MD Code, Local Gov't ("LG"), Div. II, Title 4, Subtitle 4., § 4-402, "An annexation proposal may be initiated by: (1) the legislative body of the municipality as provided in § 4-403 of this subtitle; or (2) a petition in accordance with § 4-404 of this subtitle." LG § 4-404, "Proposal for annexation – Initiation by petition," provides:

- (a) Subject to § 4-413 of this subtitle, an annexation petition shall be signed by:
 - (1) at least 25% of the registered voters who are residents in the area to be annexed; and
 - (2) the owners of at least 25% of the assessed valuation of the real property in the area to be annexed.

- (b) After an annexation petition is presented to the legislative body of a municipality, the presiding officer of the legislative body shall verify:
 - (1) the signatures on the petition; and
 - (2) that the petition meets the requirements of subsection (a) of this section.

- (c)
 - (1) After verifying compliance with the requirements of this section, the presiding officer of the legislative body promptly shall cause a resolution proposing the change of boundaries as requested by the petition to be introduced in the legislative body.
 - (2) The annexation resolution shall conform to the form and content requirements of this subtitle.

Pursuant to MD Code, LG, Div. II, Title 4, Subtitle 4., § 4-415(a), “In addition to, but not as part of, an annexation resolution, the legislative body of the municipality shall adopt an annexation plan for the area to be annexed. [**Attachment 2**]

Pursuant to MD Code, LG, Div. II, Title 4, Subtitle 4., § 4-415(c), “... for annexation that begins on or after October 1, 2009, the annexation plan shall be consistent with the municipal growth element of the comprehensive plan of the municipality.”

Pursuant to MD Code, LG, Div. II, Title 4, Subtitle 4., § 4-415(f), “At least 30 days before the public hearing on an annexation resolution required under § 4-406 of this subtitle, a copy of the annexation plan shall be provided to:

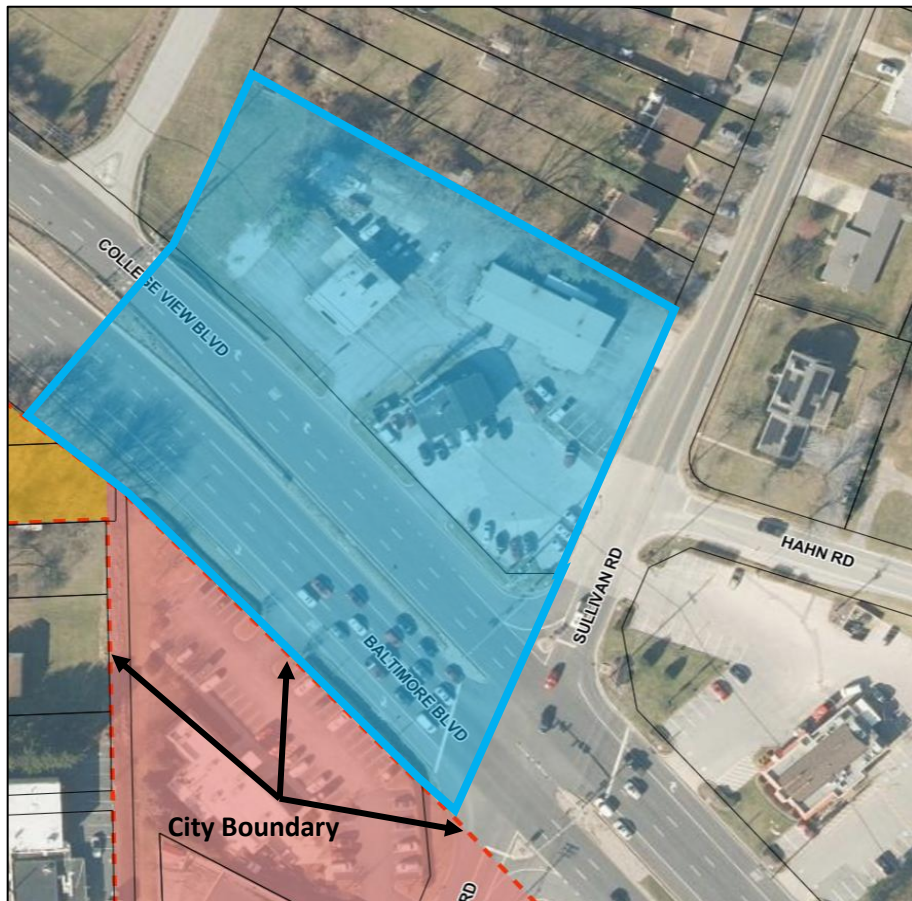
- (1) the governing body of any county in which the municipality is located;
- (2) the Department of Planning; and
- (3) any regional or State planning agency with jurisdiction in the county.”


Pursuant to MD Code, LG, Div. II, Title 4, Subtitle 4., § 4-415(g)(1), “The annexation plan shall be open to public review and discussion at the public hearing on the annexation resolution.” As such, we have consistently included the annexation plan and annexation plan resolution as part of the annexation resolution public hearing.

Annexation Petition

The Petitioner seeks the annexation of real property containing approximately ± 1.4983 acres located at 10 Sullivan Road, Westminster, Maryland 21157 and further identified as tax account number 07-048408, Map 0039, Grid 0013, Parcel 0752 (the “Property”) and ± 1.446 acres of right-of-way containing a portion of College View Boulevard (Maryland Route 140/Maryland Route 97), belonging to the State Highway Administration (“SHA right-of-way”), into the corporate boundaries of the City. [**Attachment 3**] The Property and the SHA right-of-way collectively comprise of ± 2.9443 acres, the Annexation Area. The Petitioner is the owner of the Property. The City has verified the signatures on the petition in accordance with § 4-404(a) and § 4-404(b).

The annexation area is zoned “C-2 Commercial Medium Intensity District” under the zoning laws of Carroll County. The Petitioners are requesting that the Property be zoned “B Business Zone” under the City’s Zoning Ordinance. Development in the “C-2 Commercial Medium Intensity District” is substantially similar to development in the “B Business Zone”.



 = Annexation Area

The Petitioner, as the Owner of the Property, and the City entered an Annexation Agreement that outlined certain obligations of both the City and the Owner prior to the annexation of the Property. On December 11, 2023, the Mayor and Common Council approved the Annexation Agreement. **[Attachment 4]**. The Annexation Agreement, dated July 12, 2021, was recorded among the Land Records of Carroll County in Book H.D. No. 10375, Page 154. In general, the Annexation Agreement allows the Owner to obtain the additional water necessary, approximately 1,332 gallon of water per day (GPD), to allow the Owner to construct and operate a convenience store and gas pumps at the Property, subject to: 1) compliance with the City’s Development Design Preferences, Landscape Manual, and the City’s regulations relating to the B-Business Zone and 2) complying with the City’s regulations relating to signage; and 3) annexation of the Property.

The Petitioner is currently constructing a Sheetz convenience store and gas pumps at the Property. “General retail or general service, between 10,000 and 60,000 square feet” and “Fuel station” are permitted uses in Carroll County’s “C-2 Commercial Medium Intensity District.” “Automobile service stations, subject to the provisions of § 164-149” is a special exception use in the City’s “B Business Zone.”

Pursuant to the Carroll County Water and Sewer Master Plan and the City of Westminster and Carroll County Agreement, “for property contiguous to the corporate limits, the owner must initiate annexation of the property into the City for the property to be served. If the property does not meet the test for annexation, the owner must file a Good Cause Waiver application with the City.” Pursuant to City Water and Sewer Allocation Policy Section I., Water Allocations, Subsection D., Annexations, “owners of properties located outside the City limits but inside the water service area that are eligible for annexation under State law who desire to connect to the City’s public water system or require additional allocation must be annexed into the City to be eligible to apply for water allocation.” Pursuant to City Water and Sewer Allocation Policy Section II., Sewer Allocations, Subsection E., Annexations, “owners of properties located outside the City and inside the sewer service area that are eligible for annexation under State law who desire to connect to the City’s public sewer system or require additional sewer allocation must be annexed into the City to be eligible to apply for sewer allocation.”

The Property is located outside the City limits but inside the water service area and sewer service area and is eligible for annexation under State law. The Property is currently being served by public water and sewer.

ANNEXATION PETITION

The annexation petition submitted by the Petitioner meets the requirements for annexation under State law as described above. The petition has been signed by or submitted with the consent of the owners of 100% of the assessed valuation of the real property in the annexation area and there are no persons residing within the annexation area. The Property is contiguous to and adjoining the existing boundaries of the City. Annexation of the Property will not create an enclave of unincorporated land within the City’s boundaries.

PROCESS

Pursuant to Zoning Ordinance Section 164-6, “Zoning of Annexed Lands”, “*Whenever a joint petition for annexation and zoning is filed with the City and there shall be introduced before the Mayor and [Common] Council a resolution to enlarge the corporate boundaries of the City in accordance with the requirements of applicable law, the Mayor and Council shall also consider, as appropriate, an application for a local or sectional Zoning Map amendment for the territory proposed to be incorporated into the City by the resolution.*” Following introduction of the annexation petition and resolution to the Mayor and Common Council, the resolution will be forwarded to the Carroll County and Maryland Department of Planning for its information and comment and to the City’s Planning Commission for its recommendation.

RECOMMENDATION

Staff recommend the Mayor and Common Council introduce Resolution No. 26-03 for Annexation No. 72, allowing the annexation process to begin.

ATTACHMENTS

1. Annexation Resolution No. 26-03
2. Annexation Plan
3. Annexation Petition
4. Annexation Agreement

cc: Sara Imhulse, City Administrator
Ramsay M. Whitworth, Esq., City Attorney

RESOLUTION NO. 26-03

ENLARGING THE CORPORATE BOUNDARIES OF THE CITY OF WESTMINSTER BY ANNEXING INTO THE CITY CERTAIN PROPERTY CONTAINING ± 2.9443 ACRES, CONTIGUOUS AND ADJOINING TO THE CITY'S EXISTING CORPORATE BOUNDARIES, CONSISTING OF REAL PROPERTY LOCATED AT 10 SULLIVAN ROAD, WESTMINSTER, MARYLAND 21157, ALSO IDENTIFIED AS TAX ACCOUNT NUMBER 07-048408, MAP 0039, GRID 0013, PARCEL 0752 AND COMPRISING OF ± 1.4983 ACRES AND ± 1.446 ACRES OF RIGHT-OF-WAY CONTAINING A PORTION OF COLLEGE VIEW BOULEVARD (MARYLAND ROUTE 140/MARYLAND ROUTE 97), BELONGING TO THE MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION.

(Annexation No. 72)

WHEREAS, pursuant to Local Government Article, Title 4, Subtitle 4 of the Annotated Code of Maryland, and §164-6 of the Code of the City of Westminster, the Mayor and Common Council of Westminster (the "City") is vested with the authority and discretion to enlarge the corporate boundaries of the City; and

WHEREAS, Patamy, LLC, ("Petitioner") is the owner of certain real property located at 10 Sullivan Road, Westminster, Maryland 21157 identified as Tax Account Number 07-048408, Map 0039, Grid 0013, Parcel 0752 (the "Property") by virtue of a Deed dated January 15, 2025, recorded in the Land records of Carroll County at Liber 11403, Folio 354, containing ± 1.4983 acres and zoned "C-2 Commercial Medium Intensity District" under the zoning laws of Carroll County; and

WHEREAS, Petitioner wishes to have the Property annexed into the City's boundaries; and

WHEREAS, the Maryland Department of Transportation State Highway Administration ("SHA") owns certain real property containing a portion of the roadbed for College View

Boulevard (Maryland Route 140/Maryland Route 97), which roadbed extends from its intersection with Sullivan Road northwest approximately 448 feet along College View Boulevard and extends from the Property south approximately 150 feet to the City's existing boundaries; and

WHEREAS, Petitioner proposes that the City annex \pm 1.446 acres of land owned by the SHA (the "SHA Property") into and as part of the Property; and

WHEREAS, the Property and the SHA Property collectively comprise of \pm 2.9443 acres (the "Annexation Area"); and

WHEREAS, the improvements Petitioner wishes to construct at the Property constitute a change in use and require a new water and sewer allocation from the City; and

WHEREAS, the City has a limited supply of water and limited sewer capacity available for new development and provides water and sewer service for new development in accordance with the City's adopted Water and Sewer Allocation Policy, which requires that property eligible for annexation under State law to be annexed as a condition of receiving water or sewer service or additional allocation from the City's system; and

WHEREAS, Petitioner understands that the City conditions new water and sewer allocations on the annexation of the Property; and

WHEREAS, Petitioner solely owns the Property proposed for annexation and its petition for annexation filed under Local Gov't Article § 4-404 satisfies the requirement in Local Gov't Art., § 4-403 that the City obtain the consent of the owners representing at least 25% of the assessed value of the property to be annexed; and

WHEREAS, no persons reside within the area to be annexed whose consent the City must obtain under Md. Code Ann., Local Gov't Art., § 4-403; and

WHEREAS, the Annexation Area consists of land that is contiguous to and adjoining the

City's existing corporate boundaries, and annexing the Annexation Area will not create any unincorporated area bounded on all sides by real property within the City's corporate limits, whether existing now, created by this legislative action, or created by a combination of both.

IT IS THEREFORE RESOLVED, by the Mayor and Common Council of Westminster, to add the tracts or parcels of land designated as the Annexation Area, as shown on the Annexation Plat attached as Exhibit A and described by metes and bounds in Exhibit B attached hereto, to the City's corporate boundaries, subject to the provisions of the Charter, City Code, Ordinances and other rules and regulations of the City of Westminster;

AND BE IT FURTHER RESOLVED, pursuant to §164-6 and all other related and applicable sections of the City Code that the Zoning Map of the City of Westminster shall be amended to include the Annexation Area in the "B Business Zone," which permits uses substantially similar to and of substantially similar density to that permitted by Carroll County in the "C-2 Commercial Medium Intensity District;"

AND BE IT FURTHER RESOLVED, that the Petitioner shall pay all administrative, engineering and legal fees incurred on behalf of the City of Westminster prior to the effective date of this Resolution;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective forty-five (45) days following its passage and approval by the Mayor and Common Council of Westminster, unless within forty-five (45) days of the date of enactment the City receives a Petition for Referendum filed in accordance with the provisions of Md. Code Ann., Local Gov't Article, §§ 4-408 through 4-410;

AND BE IT FURTHER RESOLVED, that the City Administrator shall, on or after the effective date of the Resolution, promptly send a copy of this resolution with the new boundaries

to the Clerk of the Circuit Court for Carroll County, and the Department of Legislative Services for the State of Maryland.

INTRODUCED this ___ day of _____ 2026

Douglass A. Barber, City Clerk

PASSED this ___ day of _____ 2026

Douglass A. Barber, City Clerk

APPROVED this ___ day of _____ 2026

Dr. Mona Becker, Mayor

APPROVED AS TO FORM AND SUFFICIENCY

this ___ day of _____ 2026

Ramsay M. Whitworth, Esq., City Attorney

ANNEXATION PLAN

Annexation No. 72

Location:	Tax Account Number 07-048408, Map 0039, Grid 0013, Parcel 0752 (the “Property”).
Acreage:	± 2.9443 acres (± 1.4983 acres Property and ± 1.446 acres SHA Right-of-Way)
Property Owners:	Patamy, LLC
Petition:	Initiated by Property Owner
Current Zoning:	“C-2 Commercial Medium Intensity District” under the Carroll County Zoning Ordinance
Proposed Zoning:	“B Business Zone”
Zoning Waiver:	Not required
City Comprehensive Plan:	The annexation area is located within the City of Westminster’s Municipal Growth Area Boundary. The property has a Land Use Designation of Commercial in the <i>2007 Westminster Environs Community Comprehensive Plan</i> . Annexation No. 72 is consistent with this Land Use Designation. The property is located within the County-certified Priority Funding Area.

Goal L3 states: “Provide a sustainable balance of new commercial, industrial, and residential land to meet existing and future demand.”

Under this overarching land use goal, Objective 1 is to “Expand the corporate limits where appropriate to accommodate projected residential growth and provide needed jobs and services in the City.”

The two policies under Objective 1 are “a. Coordinate with the County to identify parcels that are appropriate for annexation as industrial or commercial land” and “b. Extend water and sewer service to annexed lands when appropriate.” This parcel is well suited to meet this goal.

Municipal Growth Element:

Public Schools

The City does not provide Public School service. There are no existing residents in the annexation area. The annexation area is being redeveloped for commercial use and no dwelling units are

proposed. There is no increase in population, no increase in public school enrollment, and therefore no impact on public schools.

Library Services

The City does not provide library services. There is no increase in population, no increase in library attendance, and therefore no impact on library services.

Police / Fire / EMS

The City does not provide Fire and EMS services. The Chief of Police estimates any impact on police services to be minimal because the annexation does not increase the residential population, and the nature of the proposed use is such that any increase in calls for services will be nominal.

Parks & Recreation

There is no increase in population, no increase in parks & recreation activity, and therefore no impact on parks & recreation services.

Water & Sewerage

The City does provide water and sewerage facilities. There is an increase in water service and sewer service and the additional water capacity and sewer capacity is available and may be tentatively allocated pursuant to the City Water and Sewer Allocation Policy, subject to annexation of the Property (See Resolution No. 26-03).

Stormwater Management

On-site stormwater management is the responsibility of the property owner. No disturbance is proposed in connection with the annexation, and therefore no impact on stormwater management facilities. Any future proposed disturbance to the annexation area shall be reviewed for possible impacts and required stormwater management improvements provided.

Fiber Infrastructure:

The City owns the Westminster Fiber Network, and Ting Internet is leasing the fiber in order to provide Internet service to the residents and business owners within the Westminster city limits. The property owner will be offered information regarding fiber infrastructure and connectivity.

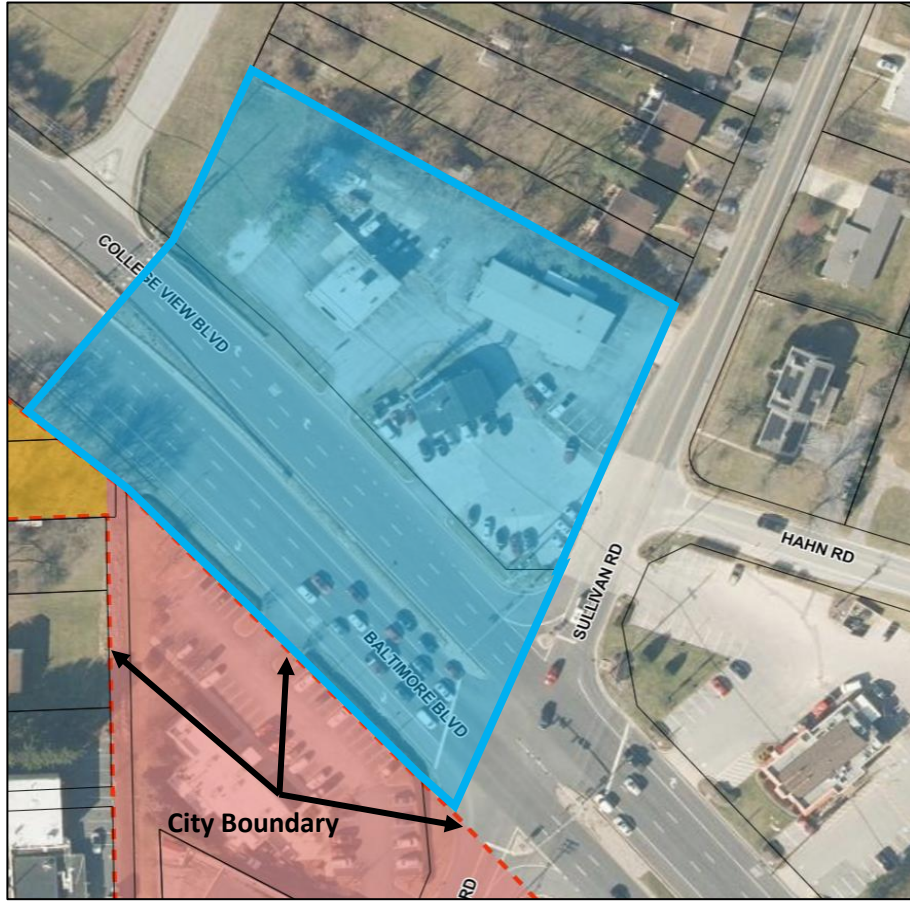
City-County Policy:


The proposal meets the goals of the Westminster City-County Agreement to allow for annexation of properties within the designated Growth Area Boundary.

Reference Map:

The blue outline and shaded area indicate the annexation area in the Location of Property map below.

Location of Property



 = Annexation Area

LAW OFFICES
HOLLMAN, MAGUIRE, LUZURIAGA & PORTER

ATTACHMENT 3

Annex. Res. 26-03

MATTHEW G. LUZURIAGA
MANDI M. PORTER

SENDERS E-MAIL:
JMAGUIRE@CARROLL-LAWYERS.COM

CHARTERED
189 EAST MAIN STREET
WESTMINSTER, MARYLAND 21157

WESTMINSTER LINE - 410-848-3133
BALTIMORE LINE - 410-876-3183
FACSIMILE LINE - 410-876-2790
WWW.CARROLL-LAWYERS.COM

OF COUNSEL
ROBERT L. SLINGLUFF
(1977-1996)

CHARLES D. HOLLMAN
JOHN T. MAGUIRE, II

November 20, 2025



HAND-DELIVERED

Mark A. Depo, Director of Community
Planning & Development
City of Westminster
45 West Main Street, Suite 1
Westminster, MD 21157

Re: Joint Petition for Annexation and Zoning
City of Westminster, Maryland
Petitioner: Patamy, LLC

Dear Mr. Depo:

Enclosed herewith for filing with the City of Westminster please find a Joint Petition for Annexation and Zoning in the form previously reviewed by your office. I am also enclosing herewith a duplicate copy for your use. It is my understanding that you will refer this Petition to the City Clerk to verify that it meets the technical filing requirements and process it for formal consideration. The Petition is submitted in accordance with the Annexation Agreement between the Petitioner and the City dated July 12, 2021.

I am also enclosing herewith a draft Resolution which may be used when the matter is ready for introduction by the Mayor and Common Council.

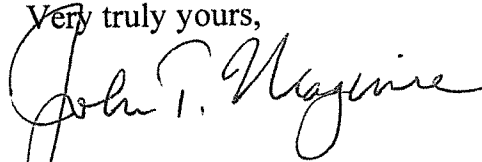
Please let me know if you need anything further in connection with this submission, and keep us advised as the Petition is distributed to other agencies and scheduled for hearings.

Thank you for your assistance in this matter.

HOLLMAN, MAGUIRE, LUZURIAGA & PORTER
CHARTERED

Mark A. Depo, Director of Community
Planning & Development
November 20, 2025
Page 2

Very truly yours,



John T. Maguire
Attorney for Sheetz, Inc.

JTM/pae

Enclosure

cc: Douglass A. Barber, City Clerk (no enclosure)
Andrea Gerhard, Comprehensive Planner (no enclosure)
J. Brooks Leahy, Attorney for Patamy, LLC (no enclosure)(via e-mail transmission)
Gary Kilfeather, Sheetz Project Manager (no enclosure)(via e-mail transmission)
Anthony Foderaro, Sheet Sr. Site Selector (no enclosure)(via e-mail transmission)

ANNEXATION NO. ____

JOINT PETITION FOR ANNEXATION AND ZONING
TO THE CITY OF WESTMINSTER

PATAMY, LLC, a Maryland limited liability company, the undersigned owner (the "Petitioner") of real estate in the area adjacent and contiguous to the corporate limits of the City of Westminster, as hereinafter described, does hereby petition the Mayor and Common Council of Westminster pursuant to Section 3 (Home Rule) of Article XI-E of the Maryland Constitution; MD. CODE ANN., LOCAL GOVERNMENT ARTICLE, Title 4, Subtitle 4; Sections 1 and 2 of the Charter of the City of Westminster; and Sections 164-6 and 164-40 *et. seq.* of the Westminster City Code, and further in accordance with an Annexation Agreement between the Mayor and Common Council of Westminster and Petitioner dated July 12, 2021 and recorded among the Land Records of Carroll County in Book H.D. No. 10375, Page 154, for the following:

A. **TO ANNEX** the area containing 2.9443 acres within the boundaries described by metes and bounds in Exhibit "A"

attached hereto and shown on the Annexation Boundary Survey Plat done by MDM Surveyors & Engineers, LLC attached hereto as Exhibit "B".

Being all that parcel of land granted and conveyed by Patamy, LLC to Patamy, LLC, by Deed of Consolidation dated January 15, 2025 and recorded among the Land Records of Carroll County in Book H.D. No. 11403, Page 354, saving and excepting therefrom all that parcel of land containing 0.0337 acres of land granted and conveyed by Patamy, LLC to The County Commissioners of Carroll County, Maryland by Deed for Roadbed dated June 13, 2025 and recorded among the Land Records of Carroll County in Book H.D. No. 11501, Page 198; and a portion of College View Boulevard (Maryland Route 140/Maryland Route 97).

The real property to be annexed is contiguous to the corporate limits along the southerly right of way line of College View Boulevard (Maryland Route 140/Maryland Route 97) as shown on Exhibit "B" for the following three (3) courses and distances:

1. North 40 degrees, 48 minutes 08 seconds West, 121.24 feet; thence
2. North 42 degrees 45 minutes 48 seconds West, 247.67 feet; thence
3. By the arc of a circle curving to the left having a radius of 1,834.86 feet, an arc length of 78.23 feet, and a chord that bears North 45 degrees 40 minutes 00 seconds West for a distance of 78.23 feet.

It is hereby certified that there are no registered voters living within the area sought to be annexed by this

Petition; and

It is further certified that the Petitioner owns 100% of the assessed valuation of the real property located in the area to be annexed; and

It is further certified that the area to be annexed is contiguous to the existing corporate limits of the City of Westminster as shown on Exhibits "A" and "B" and that the annexation of the within described property will not create any unincorporated area which is bounded on all sides by real property presently, or by this Petition, or by a combination of both, within the corporate limits of the City of Westminster.

B. **TO ESTABLISH** on the zoning map of the City of Westminster the B-Business Zone for the entire area sought to be annexed by this Petition. All of the area owned by Petitioner proposed to be annexed is presently classified as C-2 Commercial Medium Intensity District under the zoning laws of Carroll County, Maryland. The portion of the area sought to be annexed by this Petition located within the State Highway Administration Right-of-Way for College View Boulevard (Maryland Route 140/Maryland Route 97) has no current zoning designation.

ATTEST:

PATAMY, LLC

By: _____
BRUCE D'ANTHONY, Authorized
Member

(Petitioner's Land: 1.4983 acres
Tax Account: 07-048408
Tax Map 39, Parcel 752)

(SHA Land: 1.446 acres)

(Total to be Annexed: 2.9443 acres)

EXHIBIT A

DESCRIPTION OF ONE (1) PARCEL TO BE ANNEXED TO THE CITY OF WESTMINSTER

**THE PROPERTY OF PATAMY, LLC
LIBER 11403, FOLIO 354
AND
A PORTION OF COLLEGE VIEW BOULEVARD
(MARYLAND ROUTE 140 / MARYLAND ROUTE 97)**

**7TH ELECTION DISTRICT
CARROLL COUNTY, MARYLAND**

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland, located on the east side of Sullivan Road (variable width) known as property now or formerly of Patamy, LLC recorded in 11403, Folio 354 and also a portion of College View Boulevard (a.k.a. Maryland Route 140, Maryland Route 97, 150 feet wide);

BEGINNING at a point on the northerly right-of-way line of College View Boulevard at the dividing line between the herein described property and property now or formerly of the County Commissioners of Carroll County, Maryland, recorded in Liber 538, Folio 369 among the land records or Carroll County, Maryland;

THENCE following said dividing line N 23°29'40" E, a distance of 141.68 feet to a point on the southerly line of property now or formerly of Kirk M. Clatterbuck, Jr., recorded in Liber 7151, folio 92, also known as Lot 4 of the Plat of KAR-AM recorded in Plat Book 26, Page 28;

THENCE following the dividing line between the herein described and property now or formerly of Kirk M. Clatterbuck, Jr., S 59°08'42" E, a distance of 342.97 feet to a point on the westerly right-of-way line of Sullivan Road;

THENCE following the westerly right-of-way line of Sullivan Road, S 21°33'58" W, a distance of 217.86 feet to a point on the northerly right-of-way line of College View Boulevard;

THENCE following the northerly right-of-way line of College View Boulevard, N 88°40'03" E, a distance of 4.80 feet to a point;

THENCE passing through the right-of-way line of College View Boulevard, S 21°33'58" W, a distance of 203.56 feet to a point on the southerly right-of-way line of College View Boulevard for the following three (3) courses and distances:

- 1) N 40°48'08" W, a distance of 121.24 feet to a point;
- 2) N 42°45'48" W, a distance of 247.67 feet to a point;
- 3) By the arc of a circle curving to the left having a radius of 1,834.86 feet, an arc length of 78.23 feet and a chord that bears N 45°40'00" W for a distance of 78.23 feet to a point;

THENCE leaving the southerly right-of-way line of College View Boulevard and passing through the right-of-way of College View Boulevard, N 43°06'44" E, a distance of 150.00 feet to the **POINT OF BEGINNING**.

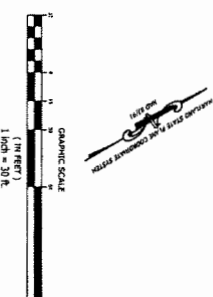
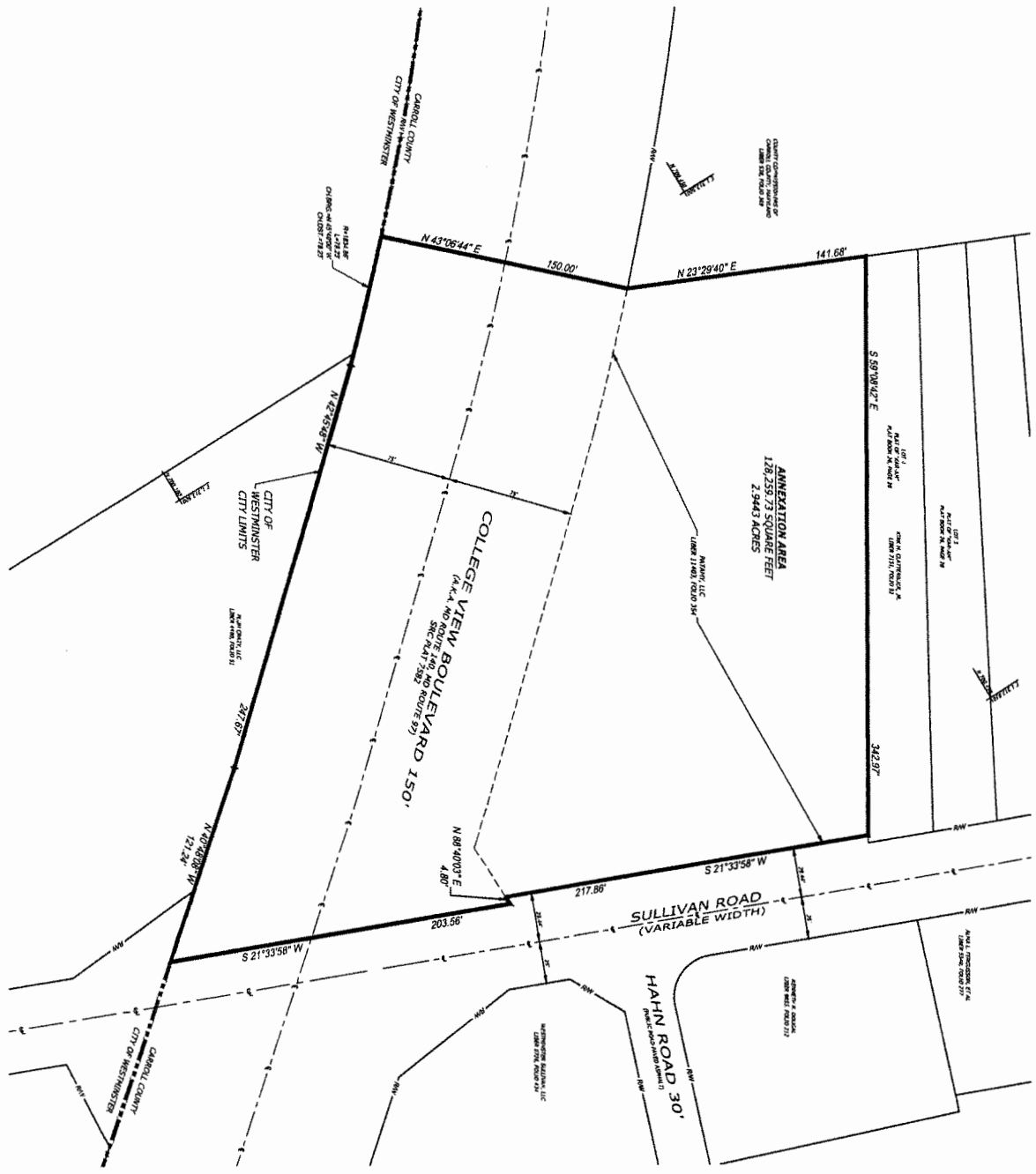
CONTAINING within said bounds a total of 2.9443 acres (128,259.73 square feet).



Tax I.D. 07-048408

Certified as correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section 12 of the Minimum Standards of Practice for Land Surveyors.

MDM Surveyors & Engineers, LLC
Howard G. McIlvried, Professional Land Surveyor
Maryland Registration No. 21131 (License Expires: 01-04-2026)

EXHIBIT "B"
Patamy/Westminster
Petition for Annexation



 SHEETZ, INC. 10 Sullivan Road 7th Election District, County of Carroll State of Maryland	 MIDM SURVEYORS & ENGINEERS, LLC Surveyors • Engineers • Site Planners 376 Northpeth Drive Westminster, PA 19388 Ph: (724) 834-2810 Fax: (724) 934-2811 midmsurvey@midmllc.com www.midmllc.com	THIS PLAN OR PLAT OF SURVEY IS ONLY VALID TO THE PARTIES CERTIFIED HEREON. THIS PLAN OR PLAT OF SURVEY IS ONLY VALID IF ACCOMPANIED BY SEAL AND SIGNATURE OF THE LICENSED PROFESSIONAL OF RECORD. ANY ALTERATIONS TO THIS PLAN OR PLAT OF SURVEY MADE AFTER BEING SIGNED AND SEALED BY SAID LICENSED PROFESSIONAL, CONSIDERED THIS PLAN OR PLAT OF SURVEY NULL AND VOID.	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/27/23</td> <td>ORIGINAL SUBMITTAL</td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION	1	10/27/23	ORIGINAL SUBMITTAL
REVISIONS												
NO.	DATE	DESCRIPTION										
1	10/27/23	ORIGINAL SUBMITTAL										

ANNEXATION BOUNDARY SURVEY

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 12th day of July, 2021, by and between the Mayor and Common Council of Westminster ("the City"), a municipal corporation of the State of Maryland, with its principal offices at 45 W. Main Street, Suite 1, Westminster, Maryland 21157, and Patamy, L.L.C. ("the Owner"), a Maryland limited liability corporation with its principal offices at 205 Bell Road, Westminster, MD 21157

WHEREAS, the Owner is the record owner of certain real property located in Carroll County, Maryland ("the County"), comprised of 3 parcels identified as Map 39, Grid 13, Parcels 249. 752 and 762, commonly known, respectively, as 14 College View Road, 10 Sullivan Road, and 8 Sullivan Road (collectively, "the Property"), and more particularly described in Exhibit "A", attached hereto and made a part hereof, as if set forth in full in the body of this Agreement; and

WHEREAS, the Property has been zoned by the County as C-2 ("Commercial-Medium Intensity District"), in which zone a convenience store and gas station is a permitted use, and the Owner intends to develop the Property with a convenience store and gas station (the "Intended Use"); and

WHEREAS, the Property is currently served by the City's public water and sewer system, but cannot be developed for its Intended Use without a water and sewer allocation from the City; and

WHEREAS, the southern boundaries of Parcels 249 and 762 are bounded by MD 140; and

WHEREAS, the southern boundary of the right of way of MD 140 is contiguous and adjoining the City; and

WHEREAS, the Owner and the City desire to have the Property, together with that portion of the MD 140 right of way that abuts the Property (collectively, the "Annexation Area"),

incorporated into the corporate boundaries of the City; and

WHEREAS, pursuant to the authority contained in Md. Code Ann., Local Gov't Art., Title 4, Subtitle 4, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits imposed and conferred herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the foregoing recitals are incorporated as operative terms of the parties' agreement and further agree as follows:

1. WARRANTIES, REPRESENTATIONS, RIGHTS AND OBLIGATIONS OF CITY:

A. The City supports the development of the Property with a convenience store and gas station.

B. The City may annex the Annexation Area pursuant to the authority of Md. Code Ann., Local Govt. Art., § 4-401 *et seq.*, which annexation may be initiated at its convenience and in its sole discretion after the Intended Use has vested, which term means the point at which, footers have been poured, and construction has begun visible to the public.

C. The City's covenant of support herein is not intended, nor could it be construed, to prohibit the Westminster Mayor and Common Council from enacting such future ordinances, charter provisions, or engineering standards or amendments deemed necessary to protect the public health, safety, and welfare of the citizens of the City, or from applying such ordinances or charter provisions to the development of the Annexation Area, provided such application does not operate to divest approvals obtained prior to said annexation.

D. Provided that the Owner complies with its obligations in Section 2 hereof, the City hereby irrevocably agrees to make available to the Owner City water and sewer capacity of 1,332

gallons per day, as may be reasonably adjusted to account for technical variations in the final development plan, to service the demand for the Intended Use at and for the Property immediately upon issuance of a building permit, under the same terms and conditions imposed on other properties by virtue of any provision of the City Code and/or any City allocation policy duly adopted thereunder relating to usage of water and sewer service (including the payment of relevant fees and charges), provided that the infrastructure for such service, including the extension of any water and/or sewer main, if necessary, is constructed by or at the expense of the Property Owner.

E. The City shall in good faith provide timely comments to Owner's site plan submissions and resubmissions so as to permit submissions and approvals without undue delay.

2. WARRANTIES, REPRESENTATIONS AND OBLIGATIONS OF OWNER:

A. This Agreement constitutes the Owner's formal written irrevocable consent to annexation as required by Md. Code Ann., Local Gov't Art., § 4-404, except as noted below. The Owner acknowledges that it will receive a benefit from annexation, and it waives and relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties, except in the event that the conditions of site development approval are unacceptable to Owner, its tenant(s) or other user(s) of the Property, in which case Owner may terminate this Agreement at any time prior to the commencement of construction of the Intended Use and shall forfeit any additional water and sewer allocation granted pursuant to the terms hereof. The Owner will not petition the Annexation Resolution to referendum and, in the event of a referendum in which it is permitted to vote, it shall vote in favor of the Annexation Resolution, and to that end waives any ballot confidentiality.

B. The Owner warrants and represents that it has full authority to sign this Agreement and is the sole owner of not less than Twenty-Five Percent (25%) of the assessed valuation in the

Annexation Area. The Owner further warrants and represents that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner, for itself and its successors and assigns, warrants and represents that there are no persons residing within the Annexation Area and agrees on behalf of itself and its successors and assigns that, until the expiration of the referendum period relating an annexation resolution with respect to the Annexation Area, it will require any person intending to occupy any part of the Annexation Area for residential purposes to execute an irrevocable consent to annexation in substantially the form attached hereto as Exhibit "B" prior to permitting such persons to occupy the such portion of the Annexation Area.

D. The Owner shall submit to the City any development plans and/or applications, including but not limited to, any preliminary or final site plan application, that it submits for review and/or approval to the County, concurrently with said County submission, and that it will conform to the City's Development Design Preferences, Landscape Manual, and the City's regulations relating to the B-Business Zone, except to the extent described below. The Owner acknowledges and agrees that it will not proceed with any development of the Property, unless and until the City has approved all plans and/or applications submitted to the City pursuant to this subsection 2. D. and unless and until the City has certified that the plans and applications conform to the provisions hereof. In the event of any conflicts between the design criteria in the County and said City regulations, the stricter regulation shall apply except as may otherwise be provided herein or approved by the City. Notwithstanding anything to the contrary set forth elsewhere herein, the parties agree as follows:

1. The minimum rear building setback for Applicant's facility applicable under Carroll County's zoning code shall apply in lieu of the City's setback provision, provided, however,

that the building shall be screened from the adjacent residential district to the north by fencing and other landscape planting to the reasonable satisfaction of the City.

2. The City's zoning provisions regulating signage, including height of signage, shall apply, provided, however, that the Owner shall be entitled to process a request to the City's Planning and Zoning Commission for pre-approval of signage specifications where required, including an increase of sign height from 12.5 feet up to 20 feet as addressed in the City's zoning code. Owner's request may be submitted to the City at any time after the Owner's site development plan has been filed and reviewed at the County's first Technical Review Committee (TRC) meeting for the project and upon submission will be timely processed in due course for decision by the City's Planning and Zoning Commission.

3. The provisions in the City Code that regulate and govern service stations as special exceptions shall be inapplicable. This provision is not intended to alter the status of the use as non-conforming upon annexation.

3. APPLICATION OF CITY CODE AND CHARTER:

From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Annexation Area, except as otherwise specifically provided herein.

4. MUNICIPAL SERVICES:

Upon the effective date of an Annexation accomplished pursuant to this Agreement, the Property will receive all current and future Westminster City services in accordance with the same standards, rules, and procedures as they are provided throughout the City including, but not limited to, City police and snow removal from City streets.

5. CITY BOUNDARY MARKERS.

LR - Government	0.00
Instrument	
Agency Name: Mayor and	
Common Council of	
Westminster	
Instrument List:	
Agreement / Easement	
Describe Other:	
Ref:	
=====	
Total:	0.00
07/22/2021	12:49
#15222987	CC0502 -
Carroll	
County/CC05.02.02 -	
Register 02	
	CC06-KH

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries.

6. RECORD PLAT/CONSOLIDATION DEED.

The Owner will provide the City with a copy of the final record plat or Deed of Consolidation, whichever may be required by the County, for the development in the Annexation Area. If a Deed of Consolidation is submitted in compliance with this Paragraph 6, the Owner will also provide a plat to the City containing a graphical representation of the development.

7. MISCELLANEOUS.

A. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge, and will furnish to the other such instruments, documents, materials, and information that either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

B. This Agreement, which includes all exhibits, schedules, and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Carroll County and be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns,

C. This Agreement embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Annexation Agreement. Neither this Agreement nor any provision hereof may be waived, modified, or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification, or amendment is sought, and then only to the extent set forth in such instrument.

D. In entering into this Agreement, neither party has been induced by or has relied upon

or included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative, or employee, which representation or statement is not expressly set forth in this Agreement.

E. This Agreement shall be construed according to its plain meaning, without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

F. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees, or agents, to any purchasers, contract purchasers, tenants, or contract tenants of the property or any part thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgment of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City copies of all documents of transfer or assignment executed prior to annexation and redacted to exclude proprietary information, including exhibits when the documents are fully executed, regardless of recordation.

G. The captions in any Agreement are inserted for convenience only, and in no way define, describe, or limit the scope of intent of this Agreement or any of the provisions hereof.

H. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

I. All notices and other communications under this Agreement shall be in writing and

shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

If to the City: David Deutsch, Interim City Administrator
The City of Westminster
45 W. Main Street, Suite 1
Westminster, Maryland 21157

With a copy to: Elissa D. Levan, Esquire
Funk & Bolton, P.A.
100 Light Street, Suite 1400
Baltimore, Maryland 21157

If to the Owner: Patamy, L.L.C.
Attn: Bruce D'Anthony
205 Bell Road
Westminster, Maryland 21158

With a copy to: Sheetz, Inc.
5700 6th Avenue
Altoona, Pennsylvania 16602
Attn: Real Estate Counsel

J. Upon annexation and performance under this Agreement, the parties shall execute a written recordable certification indicating that the terms and provisions hereof have been satisfied.

K. The Owner agrees to reimburse the City for its reasonable costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for professional services attributable to the development of the Property for its Intended Use prior to and including annexation. The Owner further agrees to enter into the City's standard Public Works Agreement prior to the issuance of building permits for the project for City water and sewer, roads, drainage, stormwater management facilities and other public works or facilities, except that the Owner shall not be required to provide security to the City for work as to which is has provided security to Carroll County or other regulatory agency unless and until the security issued to the County or other governing regulatory

agency is released before the improvements have been completed in a manner acceptable to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

Shannon Hooley

By: Dr. Mona Becker
Dr. Mona Becker, Mayor

WITNESS/ATTEST:

PATAMY, L.L.C.

Risa S. Shuts
[NAME]

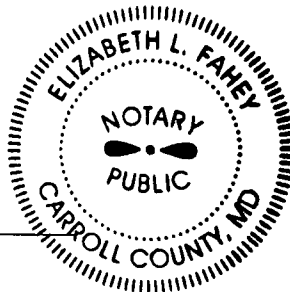
By: Bruce D'Anthony, Member
[NAME AND TITLE]
BRUCE D'ANTHONY, MEMBER

STATE OF MARYLAND
COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 8 day of July, 2021, before me, a Notary Public in and for the State aforesaid, personally appeared Dr. Mona Becker, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged herself to be the Mayor of the City of Westminster, a municipal corporation of the State of Maryland, and that said Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and notarial seal.

Elizabeth L. Fahey (SEAL)
Notary Public



My Commission Expires: 5/2/25

STATE OF MARYLAND,
COUNTY OF CARROLL, to wit:

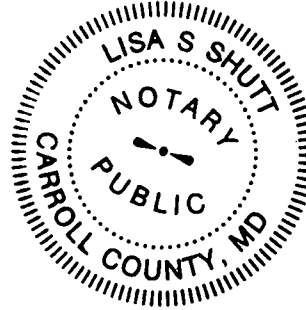
CARROLL COUNTY CIRCUIT COURT (Land Records) HD 10375 p.0162 MSA_CE_56_10365. Date available 8/19/2021. Printed 12/17/2025.

I HEREBY CERTIFY, that on this 24 day of June, 2021, before me, a Notary Public in and for the State aforesaid, personally appeared Bruce D'Anthony, the member of Patamy L.L.C. and acknowledged that, being authorized by his or her principal to do so, he or she executed the foregoing instrument on behalf of Patamy L.L.C. for the purposes therein contained, by signing the name of such limited liability corporation as such Managing Partner.

WITNESS my hand and notarial seal.

Lisa S. Shutt (SEAL)
Notary Public

My Commission Expires: 6/28/2024



I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Elissa D. Levan, City Attorney

Shannon Visovsky ^{mt}
45 W. Main St.
Westminster, MD
21157

EXHIBIT A

**DESCRIPTION OF THE FOUR (4) PARCELS TO BE
ANNEXED
TO THE CITY OF WESTMINSTER**

**THE PROPERTIES OF PATAMY, LLC
LIBER 4751, FOLIO 209
LIBER 5064, FOLIO 530
LIBER 9785, FOLIO 26**

AND

**A PORTION OF COLLEGE VIEW BOULEVARD
(MARYLAND ROUTE 140 / MARYLAND ROUTE 97)**

**7TH ELECTION DISTRICT
CARROLL COUNTY, MARYLAND**

ALL OF THOSE four (4) parcels or tracts of land herein described as **PART 1, PART 2, PART 3** and **PART 4**:

PART 1:

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland being a portion of College View Boulevard (a.k.a. MD Route 140, MD Route 97, 150 feet wide) located west of its intersection with Sullivan Road (variable width) and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly right-of-way line of College View Boulevard at the dividing line between property now or formerly of Patamy, LLC, recorded in Liber 5064, folio 530 among the land records of Carroll County, MD and property now or formerly of the County Commissioners of Carroll County, Maryland, recorded in Liber 538, Folio 369;

THENCE following the northerly right-of-way line of College View Boulevard for the following four (4) courses and distances:

- 1) By the arc of a circle curving to the right having a radius of 1,984.86 feet, an arc length of 86.86 feet and a chord that bears S 45°38'03" E for a distance of 86.86 feet to a point;
- 2) S 42°45'48" E, a distance of 252.41 feet to a point;
- 3) S 40°48'02" E, a distance of 4.40 feet to a point;
- 4) N 88°40'03" E, a distance of 39.31 feet to a point on the westerly right-of-way line of Sullivan Road;

THENCE leaving the northerly right-of-way line of College View Boulevard and following the westerly right-of-way line of Sullivan Road while passing through the right-of-way of College View Boulevard, S 21°33'58" W, a distance of 203.56 feet to a point on the southerly right-of-way line of College View Boulevard;

THENCE following the southerly right-of-way line of College View Boulevard for the following three (3) courses and distances:

- 1) N 40°48'08" W, a distance of 121.24 feet to a point;
- 2) N 42°45'48" W, a distance of 247.67 feet to a point;
- 3) By the arc of a circle curving to the left having a radius of 1,834.86 feet, an arc length of 78.23 feet, and a chord that bears N 45°40'00" W for a distance of 78.23 feet to a point;

THENCE leaving the southerly right-of-way line of College View Boulevard and passing through the right-of-way of College View Boulevard, N 43°06'44" E, a distance of 150.00 feet to the **POINT OF BEGINNING**.

CONTAINING within said bounds a total of 1.446 acres (62,993.30 square feet).

PART 2:

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland, located at the northwest corner of the intersection of College View Boulevard (a.k.a. MD Route 140, MD Route 97, 150 feet wide) with Sullivan Road (variable width) and being known as property now or formerly of Patamy, LLC, recorded in Liber 9785, Folio 26 among the land records of Carroll County, MD and being more particularly bounded described as follows:

BEGINNING at a point on the westerly right-of-way line of Sullivan Road at the dividing line between the herein described property and other property now or formerly of Patamy, LLC, recorded in Liber 4751, folio 209;

THENCE following the westerly right-of-way line of Sullivan Road S 21°33'58" W, a distance of 83.97 feet to a point on the northerly right-of-way line of College View Boulevard;

THENCE following the northerly right-of-way line of College View Boulevard for the following three (3) courses and distances:

- 1) S 88°40'03" W, a distance of 39.31 feet to a point;
- 2) N 40°48'02" W, a distance of 4.40 feet to a point;
- 3) N 42°45'48" W, a distance of 159.78 feet to a point at the dividing line between the herein described property and other property now or formerly of Patamy, LLC, recorded in Liber 5064, folio 530;

THENCE following said dividing line, N 51°49'46" E, a distance of 99.70 feet to a point on the southerly line of the aforementioned property of Patamy, LLC, recorded in Liber 4751, Folio 209;

THENCE following said southerly line, S 44°58'15" E, a distance of 145.94 feet to the **POINT OF BEGINNING**.

CONTAINING within said lands a total of 0.399 acres (17,363.04 square feet).

PART 3:

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland, located on the northerly side of College View Boulevard (a.k.a. MD Route 140, MD Route 97, 150 feet wide) and being known as property now or formerly of Patamy, LLC, recorded in Liber 5064, Folio 530 among the land records of Carroll County, MD and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly right-of-way line of College View Boulevard at the dividing line between the herein described property and property now or formerly of the County Commissioners of Carroll County, Maryland, recorded in Liber 538, Folio 369;

THENCE following said dividing line N 23°29'40" E, a distance of 103.68 feet to a point on the southerly line of other property now or formerly of Patamy, LLC, recorded in Liber 4751, folio 209;

THENCE following said southerly line, S 44°58'15" E, a distance of 229.27 feet to a point on the dividing line between the herein described property and other property now or formerly of Patamy, LLC, recorded in Liber 9785, Folio 26;

THENCE following said dividing line, S 51°49'46" W, a distance of 99.70 feet to a point on the northerly right-of-way line of College View Boulevard;

THENCE following the northerly right-of-way line of College View Boulevard for the following two (2) courses and distances:

- 1) N 42°45'48" W, a distance of 92.63 feet to a point;
- 2) By the arc of a circle curving to the left having a radius of 1,984.86 feet, an arc length of 86.86 feet and a chord that bears N 45°38'03" W, for a distance of 86.86 feet to the **POINT OF BEGINNING**.

CONTAINING within said bounds a total of 0.453 acres (19,722.51 square feet).

PART 4:

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland, located on the westerly side of Sullivan Road (variable width) and being known as property now or formerly of Patamy, LLC, recorded in Liber 4751, Folio 209 among the land records of Carroll County, MD and being more particularly bounded and described as follows:

BEGINNING at a point on the westerly right-of-way line of Sullivan Road (variable width) at the dividing line between the herein described property and other property now or formerly of Patamy, LLC, recorded in Liber 9785, folio 26;

THENCE following said dividing line and also the dividing line between the herein described property and other property of Patamy, LLC, recorded in Liber 5064, folio 30, N 44°58'15" W, a distance of 375.21 feet to a point on the easterly line of property now or formerly of the County Commissioners of Carroll County, recorded in Liber 538, folio 369;

THENCE following said easterly line, N 23°29'40" E, a distance of 38.00 feet to a point on the southerly line of property now or formerly of Kirk M. Clatterbuck, Jr., recorded in Liber 7151, folio 92, also known as Lot 4 of the Plat of KAR-AM recorded in Plat Book 26, Page 28;

THENCE following the dividing line between the herein described and property now or formerly of Kirk M. Clatterbuck, Jr., S 59°08'42" E, a distance of 357.60 feet to a point on the westerly right-of-way line of Sullivan Road;

THENCE following the westerly right-of-way line of Sullivan Road for the following three (3) courses and distances:

- 1) S 21°33'58" W, a distance of 45.62 feet to a point;
- 2) N 68°26'02" W, a distance of 10.00 feet to a point;
- 3) S 21°33'58" W, a distance of 84.03 feet to the **POINT OF BEGINNING**.

CONTAINING within said bounds a total of 0.680 acres (29,605.65 square feet).

COMBINED (PARTS 1-4):

ALL THAT CERTAIN parcel or tract of land situate in the county of Carroll and State of Maryland, located on the east side of Sullivan Road (variable width) known as property now or formerly of Patamy, LLC recorded in 4751, Folio 209, Liber 5064, Folio 530 and Liber 9785, Folio 26 and also a portion of College View Boulevard (a.k.a. Maryland Route 140, Maryland Route 97, 150 feet wide);

BEGINNING at a point on the northerly right-of-way line of College View Boulevard (a.k.a. Maryland Route 140, Maryland Route 97, 150 feet wide) at the dividing line

between the herein described property and property now or formerly of the County Commissioners of Carroll County, Maryland, recorded in Liber 538, Folio 369;

THENCE following said dividing line N 23°29'40" E, a distance of 141.68 feet to a point on the southerly line of property now or formerly of Kirk M. Clatterbuck, Jr., recorded in Liber 7151, folio 92, also known as Lot 4 of the Plat of KAR-AM recorded in Plat Book 26, Page 28;

THENCE following the dividing line between the herein described and property now or formerly of Kirk M. Clatterbuck, Jr., S 59°08'42" E, a distance of 357.60 feet to a point on the westerly right-of-way line of Sullivan Road;

THENCE following the westerly right-of-way line of Sullivan Road for the following three (3) courses and distances:

- 1) S 21°33'58" W, a distance of 45.62 feet to a point;
- 2) N 68°26'02" W, a distance of 10.00 feet to a point;
- 3) S 21°33'58" W, a distance of 371.56 feet to a point on the southerly line of College View Boulevard;

THENCE following the southerly right-of-way line of College View Boulevard for the following three (3) courses and distances:

- 1) N 40°48'08" W, a distance of 121.24 feet to a point;
- 2) N 42°45'48" W, a distance of 247.67 feet to a point;
- 3) By the arc of a circle curving to the left having a radius of 1,834.86, an arc length of 78.23, and a chord that bears N 45°40'00" W for a distance of 78.23 feet to a point;

THENCE leaving the southerly right-of-way line of College View Boulevard and passing through the right-of-way of College View Boulevard, N 43°06'44" E, a distance of 150.00 feet to the **POINT OF BEGINNING**.

CONTAINING within said bounds a total of 2.978 acres (129,684.50 square feet).

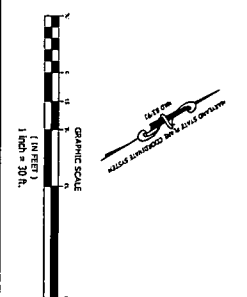
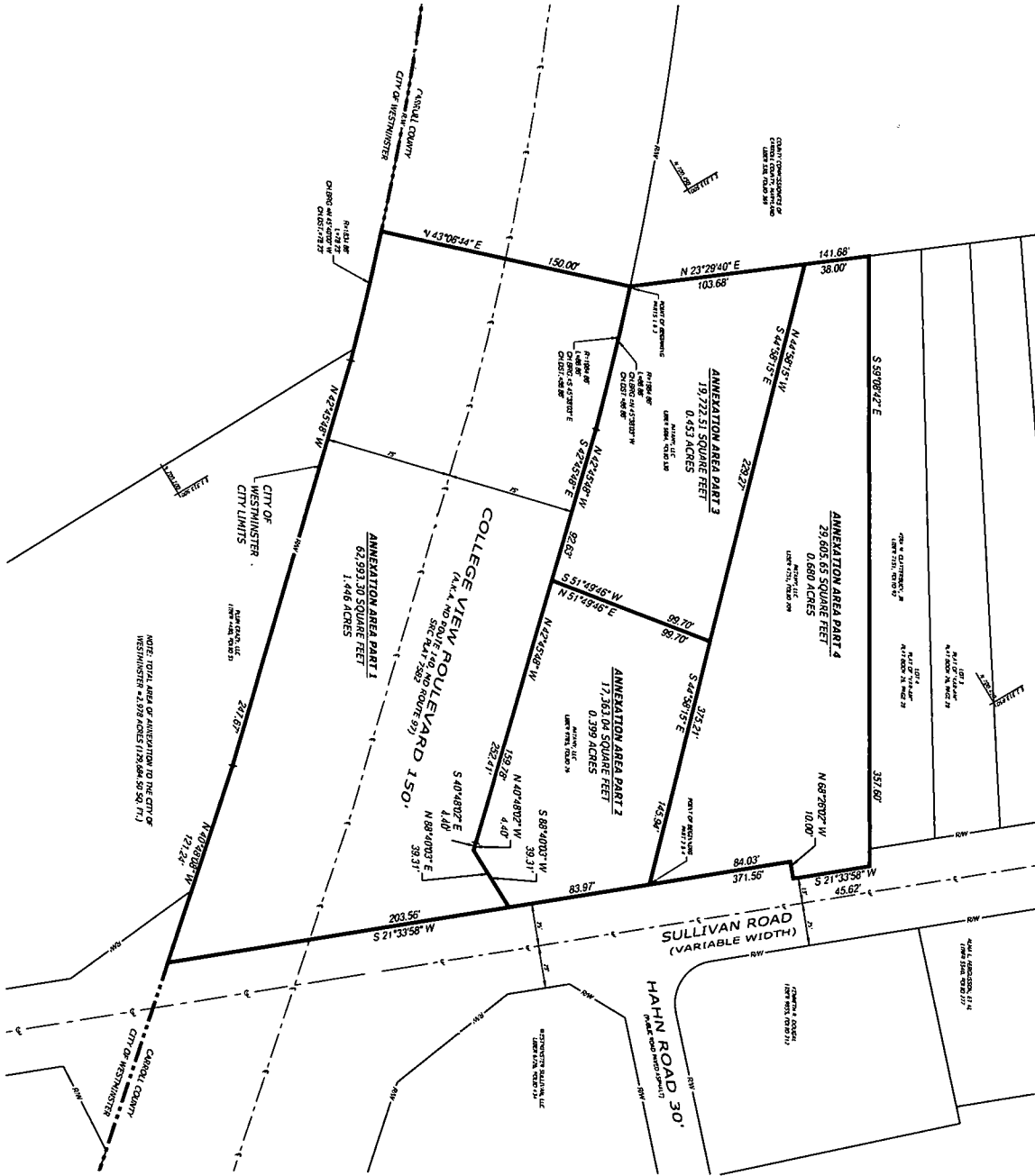
Tax I.D. # (Part 2) 07-049242;
 Tax I.D. # (Part 3) 07-001169
 Tax I.D. # (Part 4) 07-048408

Certified as correct to the best of my professional knowledge, information and belief and this description was prepared by me and is in conformance with Title 9, Subtitle 13, Chapter 6, Section .12 of the Minimum Standards of Practice for Land Surveyors.

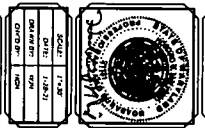
Howard G. McIlvried 1/28/21

MDM Surveyors & Engineers, LLC
 Howard G. McIlvried, Professional Land Surveyor
 Maryland Registration No. 21131 (License Expires: 01-04-2022)





10375
10375



Sheetz, Inc.
8 & 10 Sullivan Road & 14 College View Boulevard
7th Election District, County of Carroll
State of Maryland
ANNEXATION BOUNDARY SURVEY - PARTS 1 TC 4

MDM
SURVEYORS & ENGINEERS, LLC
Surveyors - Engineers - Site Planners
370 Northgate Drive
Westminster, PA 15088
Ph: (724) 834-2818 Fax: (724) 834-2811
mdmsurvey@mdmllc.com
www.mdmllc.com

THIS PLAN OR PLAT OF SURVEY IS ONLY VALED TO THE PARTIES CERTIFIED HEREON.
THIS PLAN OR PLAT OF SURVEY IS ONLY VALED IF ACCOMPANIED BY SEAL AND SIGNATURE OF THE LICENSED PROFESSIONAL OF RECORD.
ANY ALTERATIONS TO THIS PLAN OR PLAT OF SURVEY MADE AFTER BEING SIGNED AND SEALED BY SAID LICENSED PROFESSIONAL READER THIS PLAN OR PLAT OF SURVEY IS VOID.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	01/20/21	ORIGINAL SUBMITTAL	WJM

EXHIBIT B

IRREVOCABLE CONSENT TO ANNEXATION

This Agreement constitutes my formal written irrevocable consent to annexation of [PROPERTY DESCRIPTION] ("the Premises") by the City for purposes of Md. Code Ann., Local Gov't Art., § 4-404, given in consideration of my residential occupation of the Premises. I acknowledge that I will receive a benefit from annexation and I waive and relinquish any right to withdraw this consent to annexation. I will not petition the Annexation Resolution to referendum or sign or otherwise participate in such petition and, in the event of a referendum in which I am permitted to vote, I will vote in favor of the Annexation Resolution, and to that end waive any ballot confidentiality.

WITNESS:

Printed Name:

By: _____
Printed Name:

Date

Date

Keh