

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

February 13, 2024

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements - Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public

Public Notices

Alcoholic Beverage License Hearing

Huriom Petroleum Corporation, Inc., trading as Galena Mini Mart

Code Home Rule 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres

Adoption Notice

Code Home Rule Bill No. 2-2024 To Rescind and Replace Land Use Ordinance In Its Entirety

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, February 6, 2024

#2 - Liquor Minutes, February 6, 2024

#3 - Public Hearing Minutes, February 6, 2024

#4 - Closed Session Minutes, February, 6, 2024

#5 - Betterton Still Pond Lions Club, Multiple Gaming Devices, March 9, 2024

Special Class C Licenses

Betterton Still Pond Lions Club, Beer and Wine Only, March 9, 2024

Betterton Volunteer Fire Company, Beer, Wine, and Liquor, Multiple Event License

Appointments

Carol Niemand, Shrewsbury Parish Church

Shrewsbury Parish Church

Muriel Cole, Vice-Chair, Commission On Aging

Commission On Aging Annual Report

Departmental Appointments

Patricia Merritt, Office of Finance

Short Term Rental Software

Patricia Merritt, Office of Finance

FY24 6 Month Financial Statements

Human Resources Director

Jim Miller, Director, Human Resources
Detention Center - Correctional Officer Vacancy
Jim Miller, Director, Human Resources
Public Works - Roads Division, MEO I Vacancy

County Administrator

Shelley Heller, County Administrator
Greenwill Consulting Group, LLC, Amendment No. 1
Jamie Williams, Director, Economic and Tourism Development
Letter of Support - MD Heritage Areas Authority Grant Application
Captain Lambert Wickes Heritage Corner Project

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Ramona Vickers, Kent County Resident

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

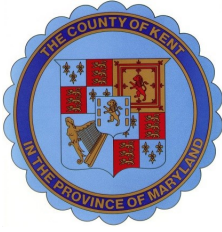
Closed Session

Shelley L. Heller, County Administrator and Thomas N. Yeager, County Attorney

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 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; or any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



Alcoholic Beverage License Hearing 2/13/2024 County Commissioners Meeting

Item Summary:

Huriom Petroleum Corporation, Inc., trading as Galena Mini Mart

ATTACHMENTS:

Description

03.12.24 Huriom Petroleum Co. Inc. trading as Galena Mini Mart Public Hearing Notice



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

NOTICE

Application has been made by Rumi H. Dusia, President/Treasurer representing Huriom Petroleum Corporation, Inc., to upgrade from a Class A, Beer and Wine License to a Class A, Beer, Wine, and Liquor License on the premises known as:

**Galena Mini Mart
101 North Main Street
Galena, MD 21635**

which shall authorize the holder thereof to keep for sale and to sell Beer, Wine, and Liquor at the place therein described, for off-premises consumption. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on March 12, 2024, at 10:00 a.m. at which time any exceptions to the application will be heard.

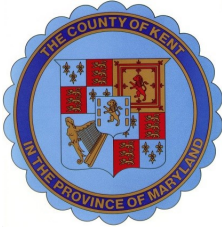
By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston
Clerk/KATE Manager

PUBLISH KCN 02/22/24, 02/29/24



**Code Home Rule 6-2023 Adaptive Reuse of Existing Structures in AZD,
Located on Parcels Under 20 Acres
2/13/2024
County Commissioners Meeting**

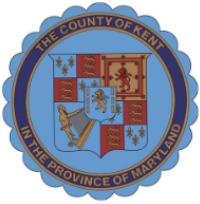
Item Summary:
Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 6-2023, Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres,
Adoption Notice

02.06.24 Code Home Rule Bill No. 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on
Parcels Under 20 Acres Adopted



PUBLIC NOTICE

Adoption of Code Home Rule Bill No. 6-2023 Adaptive Reuse of Existing Structures in AZD, Located on Parcels Under 20 Acres

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in a single district as a special exception: (1) by adding “2.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article V. District Regulations, Section 1. Agricultural Zoning District, §1.3 Special Exceptions; (2) by adding said new land use as “6. Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article VII. Special Exceptions, Section 6. Procedures, un-numbered second paragraph regarding those special exceptions that may be approved by the Planning Director; (3) by adding six specific conditions, indicated as A through F, for said new land use in “3.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres” to Article VII. Special Exceptions, Section 7. Special Exceptions; and (4) by including one non-codified provision.

This legislation was adopted on February 6, 2024, without amendments; and the provisions of this Act shall take effect on February 16, 2024. This bill in its entirety is on file at the Commissioners’ Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

PUBLISH: KCN 02/15/2024, 02/22/24, 02/29/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

December 19, 2023
Legislative Session Day

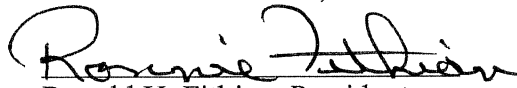
Legislative Session Day
December 19, 2023

CODE HOME RULE
BILL NO. 6-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

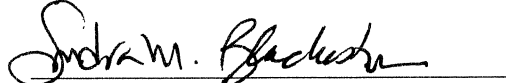
AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in a single district as a special exception: (1) by adding "2.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres" to Article V. District Regulations, Section 1. Agricultural Zoning District, §1.3 Special Exceptions; (2) by adding said new land use as "6. Adaptive reuse of existing structures in AZD, located on parcels under 20 acres" to Article VII. Special Exceptions, Section 6. Procedures, un-numbered second paragraph regarding those special exceptions that may be approved by the Planning Director; (3) by adding six specific conditions, indicated as A through F, for said new land use in "3.5 Adaptive reuse of existing structures in AZD, located on parcels under 20 acres" to Article VII. Special Exceptions, Section 7. Special Exceptions; and (4) by including one non-codified provision.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read the first time, December 19, 2023, ordered posted and public hearing scheduled on January 23, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on January 23, 2024. Reported favorably without amendments; read the second time and ordered to be considered on February 6, 2024, a legislative session day.

BILL NO. 6-2023

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

Strike through indicates matter deleted from existing law.

**A BILL ENTITLED CHR 6-2023 ADAPTIVE REUSE OF EXISTING
STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES**

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND THAT THE KENT COUNTY LAND USE ORDINANCE IS
HEREBY AMENDED AS FOLLOWS:**

SECTION 1.

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 1. AGRICULTURAL ZONING DISTRICT (AZD)

...

1.3 Special Exceptions

...

1. Accessory storage structures with a floor area of more than 1,200 square feet or a height that exceeds 17 feet on parcels less than 5 acres

2. Accessory structures in the front yard of through lots

**2.5 ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON
PARCELS UNDER 20 ACRES**

3. Adaptive reuse of historic structures

...

SECTION 2.

**ARTICLE VII.
SPECIAL EXCEPTIONS**

SECTION 6 PROCEDURES

The application for a special exception shall include a site plan together with such data and information as may be required for a determination of the nature of the proposed use and its effect on the Comprehensive Plan, the neighborhood, and surrounding properties.

The Planning Director may hear and decide the following special exceptions:

1. Accessory storage structures

2. Accessory structures in the front yard requirement of waterfront parcels

3. Accessory structures in the front yard of a through lot or corner lot

4. Assisted living facilities with five to eight beds

5. Day care group

**6. ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON
PARCELS UNDER 20 ACRES**

...

SECTION 3.

ARTICLE VII. SPECIAL EXCEPTIONS

SECTION 7. SPECIAL EXCEPTIONS

...

1. Accessory storage structures with a floor area of more than 1,200 square feet or a height that exceeds 17 feet on parcels less than 5 acres in AZD, RCD, RC, RR, CAR, and CR.
2. Accessory structures in the front yard of through or corner lots in AZD, RCD, RC, RR, CAR, CR, V, IV, and IVCA.
3. Accessory structures in the front yard requirement of waterfront parcels in RCD and CAR.

3.5 ADAPTIVE REUSE OF EXISTING STRUCTURES IN AZD, LOCATED ON PARCELS UNDER 20 ACRES:

- A. THE SITE WILL HAVE ACCESS TO A PUBLIC ROAD ADEQUATE FOR THE TRAFFIC GENERATED;**
- B. THE PROPOSED USE WILL NOT GENERATE TRAFFIC OF A TYPE OR AMOUNT INAPPROPRIATE FOR ACCESS ROADS AND THE SURROUNDING AREA;**
- C. THE USE DOES NOT REQUIRE ROAD IMPROVEMENTS DETRIMENTAL TO THE CHARACTER OF THE AREA;**
- D. THE PROPOSED USE DOES NOT CREATE AN UNACCEPTABLE IMPACT BY WAY OF NOISE, ODOR, NOXIOUS MATERIALS OR OTHER NUISANCES; AND**
- E. LANDSCAPING IS IN KEEPING WITH THE CHARACTER OF THE BUILDING OR LOCATION.**
- F. THIS MAY BE REVIEWED VIA AN ADMINISTRATIVE SPECIAL EXCEPTION PROCESS.**

4. Adaptive reuse of historic structures in AZD, RCD, RC, RR, CR, V, IV, IVCA, and M provided:

...

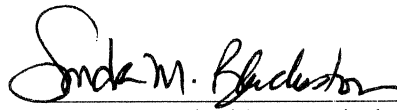
SECTION 4. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 16th day of February, 2024.

Read Third Time February 6, 2024

PASSED this 6th day of February, 2024.

Failed of Passage _____

By order of:



Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

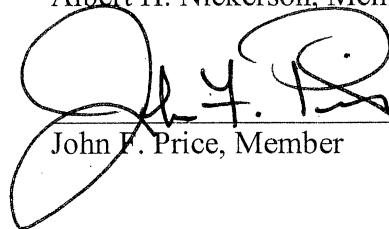




Ronald H. Fithian, President

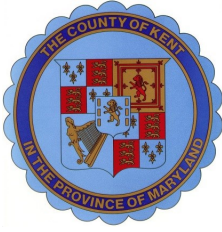


Albert H. Nickerson, Member



John F. Price, Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



Code Home Rule Bill No. 2-2024 To Rescind and Replace Land Use Ordinance In Its Entirety

2/13/2024

County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 2-2024 To Rescind and Replace the Land Use Ordinance in its Entirety, Public Hearing Notice

CHR Bill No. 2-2024 To Rescind and Replace the Land Use Ordinance in its Entirety, DRAFT Legislation



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

February 6, 2024
Legislative Session Day

Legislative Session Day
February 6, 2023

CODE HOME RULE
BILL NO. 2-2024

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to rescind and replace in its entirety Chapter 222, "Zoning," of the Public Local Laws of Kent County, Maryland, renaming said Chapter 222 as "Unified Development Ordinance," also known as the Kent County Land Use Ordinance (referred to herein as the "2024 Ordinance"), in order to implement the recommendations of the Kent County Planning Commission on proposed revisions to the 2024 Ordinance, which are based on the Kent County Planning Commission's three-year review as part of the Comprehensive Rezoning and Update process; and including non-codified provisions to address scrivener's errors and readability; certain adopted maps; and required Critical Area Commission review and approval, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

A hearing will be held on February 27, 2024, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, February 23, 2024.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 02/08/24, 02/15/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**February 6, 2024
Legislative Session Day**

**Legislative Session Day
February 6, 2024**

**CODE HOME RULE
BILL NO. 2-2024**

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to rescind and replace in its entirety Chapter 222, “Zoning,” of the Public Local Laws of Kent County, Maryland, renaming said Chapter 222 as “Unified Development Ordinance,” also known as the Kent County Land Use Ordinance (referred to herein as the “2024 Ordinance”), in order to implement the recommendations of the Kent County Planning Commission on proposed revisions to the 2024 Ordinance, which are based on the Kent County Planning Commission’s three-year review as part of the Comprehensive Rezoning and Update process; and including non-codified provisions to address scrivener’s errors and readability; certain adopted maps; and required Critical Area Commission review and approval, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND**

Ronald H. Fithian, President

INTRODUCED, read first time, February 6, 2024, ordered posted and public hearing scheduled February 27, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on February 27, 2024. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on Month X, 2024, a legislative session day.

**A BILL ENTITLED CHR 2-2024
TO RESCIND AND REPLACE THE LAND USE ORDINANCE IN ITS ENTIRETY**

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland, that the 2024 Ordinance, substantially in the form attached hereto as Exhibit A, is adopted as the official Unified Development Ordinance for Kent County, Maryland, and shall be codified as Chapter 222, Unified Development Ordinance, of the Public Local Laws of Kent County, Maryland.

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that the Director of the Department of Planning, Housing, and Zoning may correct obvious errors, capitalization, spelling, grammar, section and sub-section headings, and similar matters and may publish the 2024 Ordinance by adding or amending covers, title pages, a table of contents, a table of graphics, non-binding matrices as appendices, work flow charts, and other graphics and citizen aids to improve document readability.

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not include any changes to the Zoning Map, as such changes are being considered separately; property with zoning designations that no longer appear in the 2024 Ordinance shall be governed by the provisions in the 2003 Land Use Ordinance, as amended, until such time as the official Zoning Map is amended.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not sunset the provisions adopted under Article III, Section 6. Establishment of Critical Area Line, §§ 1 -2, of the 2003 Land Use Ordinance, as amended, and in particular, as amended on February 16, 2021.

SECTION 5.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Buffer Modified Area Maps, which shall remain in full force and effect; Buffer Modified Area Maps may be amended by a separate Act, pursuant to provisions in the 2024 Ordinance for such amendments.

SECTION 6.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Flood Insurance Rate Maps promulgated by FEMA; such will hereby be considered as stand-alone federal maps and not adopted as part of this Act; and, the County shall rely on the most recent FEMA promulgated maps for provisions and references to such maps in the 2024 Ordinance.

SECTION 7.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2024; however, the provisions of this Act shall take effect on the _____ day of _____, 2024, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

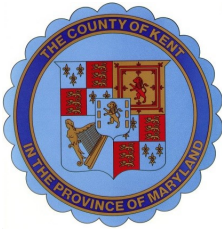
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

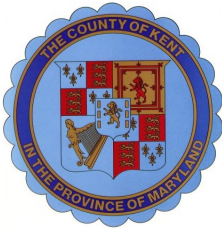
ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**#1 - Regular Session Minutes, February 6, 2024
2/13/2024
County Commissioners Meeting**

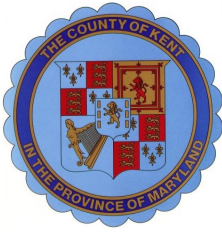
ATTACHMENTS:

Description



**#2 - Liquor Minutes, February 6, 2024
2/13/2024
County Commissioners Meeting**

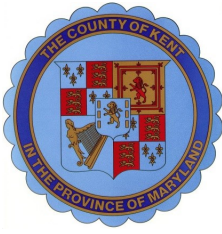
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, February 6, 2024
2/13/2024
County Commissioners Meeting**

ATTACHMENTS:

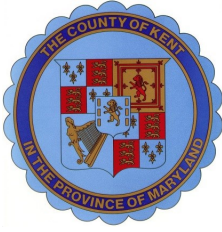
Description



**#4 - Closed Session Minutes, February, 6, 2024
2/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



**#5 - Betterton Still Pond Lions Club, Multiple Gaming Devices, March
9, 2024
2/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

Betterton Still Pond Lions Club, Multiple Gaming Device, March 9, 2024, Application

Permit# 5-2024

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Betterton-Still Pond Lions Club
Address of Organization: PO Box 105 STILL POND, MD 21667
Telephone: (443) 480-6706
Is the organization formed or located in Kent County? ☒ Yes ☐ No
Does the organization serve the residents of Kent County? ☒ Yes ☐ No
Is this organization tax exempt under the provisions of the Internal Revenue Code? ☒ Yes ☐ No
Tax Exempt Number: 23-7335613

Person responsible for complying with permit regulations and requirements:

Name: Terry Rabinowitz
Address: PO Box 105 STILL POND MD 21667
E-Mail: ctownoptical@verizon.net
Telephone: (443) 480-6706

Type of permit sought: ☐ Raffle Only ☒ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Betterton Fire Hall
Main Street
Betterton, MD 21610

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☐ No ☒

Date(s) of fund-raising: March 9th, 2024

Date and Time of Drawing: MARCH 9th 2024 Begin at: 5:30 pm End at: 10:30 pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: _____

Please Select One:

☐ Pick Up

☒ Mail Permit (will be mailed to person responsible)

County Commissioners

Office
Date 02/2/24

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Chance books	<input type="checkbox"/> Paddle Wheels
<input type="checkbox"/> Wheels of fortune	<input type="checkbox"/> Card games	<input type="checkbox"/> Lotteries

☒ Other V: Deotterse Race

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No

If no, please explain circumstances:

Will alcoholic beverages be served or available for purchase at this fund-raising event? ☒ Yes ☐ No

Is the organization a religious organization? ☐ Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years? ☐ Yes ☐ No

Where are services conducted and how often? _____

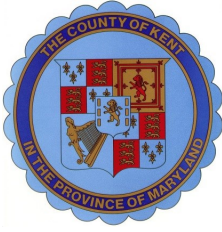
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

34 % Civic 33 % Charitable 33 % Educational

Name, address, and telephone number of person completing application:

Terry Rabinowitz
PO Box 105
Still Pond MD 21667
(443) 480-6706

Signature of person completing application: 



**Betterton Still Pond Lions Club, Beer and Wine Only, March 9, 2024
2/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-2 Betterton Still Pond Lions Club, Beer and Wine Only, March 9, 2024, Application

2024 PD-2

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine (X) Beer, Wine, and Liquor ()

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Betterton Still Pond Lions Club
Address PO Box 105 STILL POND, MD. 21667

Type of Function FUND RAISER

Location of Function ~~1230 Base~~ Betterton Fire Hall

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? ____ Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) March 9th 2024
Begin at: 530 pm End at: 1030 pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15) in payment for the license.

Please Select One:

() Pick Up

(X) Mail Permit (will be mailed to above address)



9. Applicants

① Debi Cornelius 12355 Still Pond Rd. Still Pond, Md. 21667
Name Residence
44 years Treasurer 410-348-5487 Debi Cornelius
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30 day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Debi Cornelius the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sheila Dlugoborski

(SEAL)

② Charles A. Gloyd 11389 Uricville Lane, Worton, MD 21678
Name Residence
30 King Lion 443 282 5135 Charles A. Gloyd
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30 day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Charles A. Gloyd the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sheila Dlugoborski

(SEAL)

③ Terry Rabinowitz PO Box 105 Still Pond MD 21667
Name Residence
40+ years President 443 480-6706 Terry Rabinowitz
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 30 day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Terry Rabinowitz the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Sheila Dlugoborski

(SEAL)

**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: _____ PRINT NAME: _____

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Betterton Fire Hall

AUTHORIZED AGENT SIGNATURE: Arthur Pleasanton PRINT NAME: ARTHUR PLEASANTON

TITLE OF AUTHORIZED AGENT: Hall Manager

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 30 day of January, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Arthur Pleasanton and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

(SEAL)

Sheila Dlugoborski



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Betterton-Still Pond Lions Club
Address PO Box 105 STILL POND, MD. 21667
Name Terry Rabinowitz (Please Print) [Signature] (Signature)
Phone # 443-480-6706 Date 01/30/2024

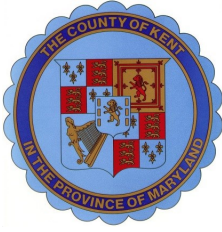
County Commissioners

Office

Date 02/02/24

R. Clayton Mitchell, Jr. Kent County Government Center

400 High Street, Chestertown, MD 21620 | (410) 778-4600 ext. 4 | kentcounty@kentgov.org | kentcounty.com/government



**Betterton Volunteer Fire Company, Beer, Wine, and Liquor, Multiple
Event License
2/13/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 ME-1 Betterton Volunteer Fire Co. Multiple Event Class C Application

2024 ME-1

FIRE COMPANY APPLICATION FOR A SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverage Article, for a Special Class C (Multiple Event) License.

Permit includes: Beer, Wine, and Liquor Sales

We submit and certify to the following information and statements as required.

1. The Fire Department/Company on behalf of which the license is desired:

Betherton Vol. Fire Co.

Address 2 Howell Point Rd Betherton MD 21610

Select **One** and Initial your choice:

Twelve (12) Events per Year (\$200.00) X

Initial selection: AS

Twenty-four (24) Events per Year (\$400.00) _____

Initial selection: _____

2. This function is operated on Fire Department/Company grounds and is exclusively for the Fire Department/Company.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____ Yes or X No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

Please Select One:

X **Pick Up**

() Mail Permit (will be mailed to above address)



8. Applicants

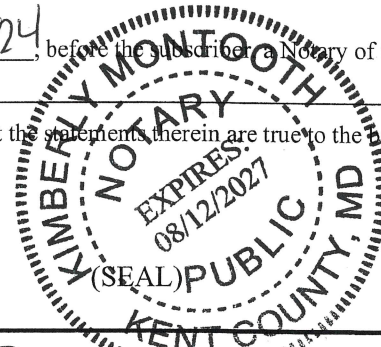
(1) Christina Grapes 25102 Montabell Lake Rd Worton MD
 Name Residence 21678
9 yrs BOD 443.962.7900
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of February, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Christina Grapes the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



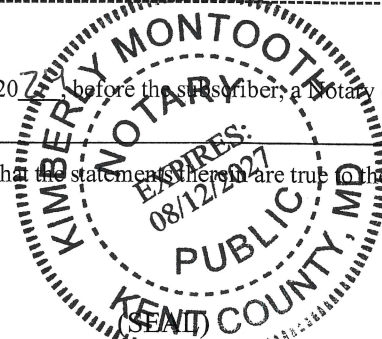
(2) Phillip Lott 11615 Still Pond Rd Worton MD 21678
 Name Residence
49 yrs BOD 410.708.0061
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of February, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Phillip Lott the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



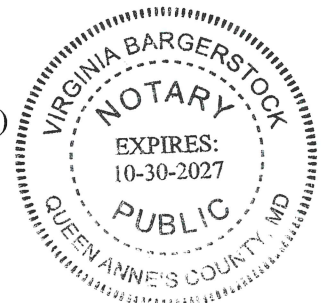
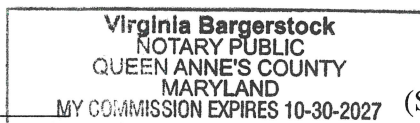
(3) Jeremy Montooth 13119 Rosedale Cannery Rd Still Pond MD
 Name Residence 21667
10 yrs President 443.480.8961
 Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of February, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Jeremy Montooth the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]



**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: _____ PRINT NAME: _____

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Bethesda Volunteer Fire Company

AUTHORIZED AGENT SIGNATURE: [Signature] PRINT NAME: Jeremy Montooth

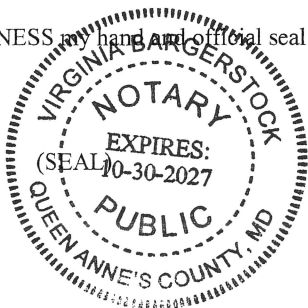
TITLE OF AUTHORIZED AGENT: President

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Queen Annes :

THIS CERTIFIES, That on the 5th day of February, 20 24, before the subscriber, a Notary of the State of Maryland, personally appeared Jeremy Montooth and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



VA

Virginia Bargerstock
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES 10-30-2027



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE AFFIDAVIT

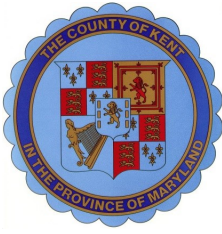
In applying for this Special Class "C" (Multiple Event) License it is important that you realize the responsibility that goes with the issuance of the license. All persons using this license as authorized under Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may **ONLY** be issued to a Fire Department/Company. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Multiple Event License is: **Twelve (12) Events per Year \$200.00 OR Twenty-four (24) Events per Year \$400.00** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of Fire Department/Company Betterton Vol. Fire Co.
Address 2 Howell Point Rd. Betterton, MD 21610
Name Christina Grapes (Please Print) [Signature] (Signature)
Phone # 443.962.7900 Date 2/2/24



**Carol Niemand, Shrewsbury Parish Church
2/13/2024
County Commissioners Meeting**

Item Summary:

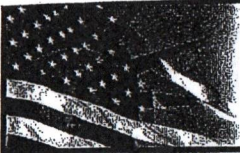
Shrewsbury Parish Church

ATTACHMENTS:

Description

Shrewsbury Parish Church, Carol Niemand

12/4/22



From the desk of:

Ms. Carol L. Niemand

Kent Co. Commissioners

May I please
have (10) minutes
on an upcoming
agenda to address
the following:

1. Homelessness

2. Update on
MC Housing

3. Food Insecurity

on behalf of The
Kent Co. Coalition For
the Homeless & Shrewsbury
Church as their



"Community
Relations Liaison"

Gratefully,
Carol Nieman

P.S. A type paper
on content will
be provided
before meeting
upon request



"Connecting YOU to US through Faith"

12824 Shrewsbury Church Road

Carol Niemand

Community Relations Liason

cell: 703/864-7139

email: mscarolniemand@gmail.com



Shrewsbury Parish Church

“Connecting YOU to US through Faith”

12824 Shrewsbury Church Road
Kennedyville, MD 21645
www.shrewsburyparish.org

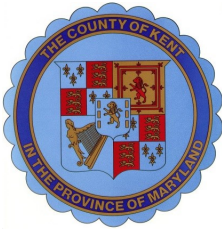
Carol Niemand

Community Relations Liason

cell: 703/864-7139

email: mscarolniemand@gmail.com





**Muriel Cole, Vice-Chair, Commission On Aging
2/13/2024
County Commissioners Meeting**

Item Summary:

Commission On Aging Annual Report

ATTACHMENTS:

Description

annual report 2023 rev

2023 annual report slides

ANNUAL REPORT
January- December 2023

COMMISSION MEMBERS

Muriel Cole, Co-Chair (Chestertown) (Commissioners' Representative)
Carolyn Sorge, Co-Chair (Betterton)
Wayne Benjamin (Chestertown), Treasurer
Dal Holmes (Heron Point, Chestertown), Secretary
Phil Cicconi (Rock Hall)
Nancy Connolly (Kennedyville)
Denise Groppe (Chestertown)
Olythea B. Hunley (Still Pond)
Erlena Linthicum (Chestertown)
Mary Etta Reedy (Rock Hall)
Kathy Staples (Rock Hall)
Darlene Stout (Still Pond)
Bill Trainor (Rock Hall)



Cover illustration by Deb Brown, The Finishing Touch, Chestertown

ANNUAL REPORT 2023

Background

The Kent County Commission on Aging, established in 1969, is made up of representatives having an interest in seniors' issues and in alleviating problems faced by older citizens in Kent County.

Meetings are held at 10:30 a.m. the third Friday of each month, nine times per year, at Upper Shore Aging, 100 Schaubert Road, Chestertown. Meetings are open to the public.

The purposes of the Commission, as listed in the by-laws approved by the Kent County Commissioners on January 13, 2015, are:

1. To advocate for the senior citizens of Kent County, Maryland.
2. Provide information, guidance, advice, and recommendations to the County Commissioners of Kent County ("County Commissioners") pertaining to senior citizens.
3. Obtain, develop, and provide information concerning programs and services, available funds, and other resources at the local, state, and federal levels regarding the concerns and needs of senior citizens.
4. Plan, initiate, and implement projects or activities for the benefit of senior citizens as authorized by any applicable budget.
5. Support programs offered by organizations that provide services to help elderly persons to be independent and stay in their homes as long as possible.
6. Generally, to do all things necessary or proper to promote the interests, well-being, and quality of life for senior citizens in Kent County, Maryland.

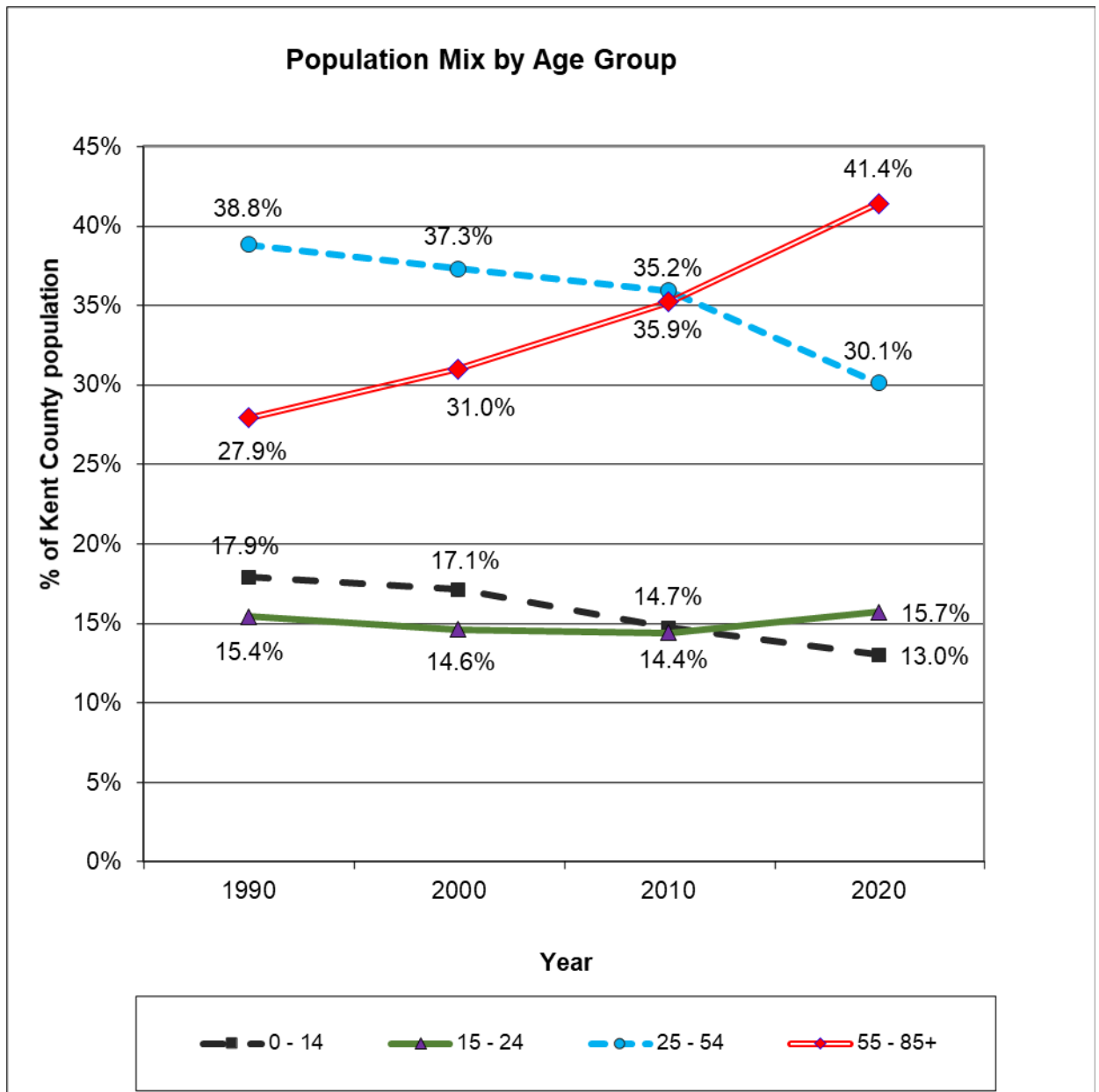
Demographics and Trends

The ratio of seniors to Kent County's overall population continues to increase, and officials can expect to see that trend intensified. Kent County is a beckoning destination for retirees for many reasons. Everyone acknowledges the need for a mix of residents of all ages, but we cannot deny the current situation and the consequent need to put a priority on senior services and programs. Note that the median age in Kent County has risen steadily, to surpass the Maryland median age which is 38.3. In Rock Hall it is 53.4.

	1990	2000	2010	2020
Kent County Population	17,842	19,197	20,906	19,422
% change		7.6%	8.9%	-7.1%
Households	6702	7,666	8,508	8,025
% change		14.4%	11.0%	-5.7%
Median age	36.6	41.2	45.1	45.9

(<https://www.census.gov/quickfacts/fact/table/kentcountymaryland/AGE775219#AGE775219>)

The 2020 U.S. Census results indicate that 27.1% of Kent County are 65 or older. On the Eastern Shore, only Talbot County comes close to the percentage of our older adults; 29.7% are 65 or older.



For every child in school here, there are 3.9 people over 65. The cohort of those 85 and over is the fastest growing segment. The non-working population is outpacing the working population.

Public services for seniors in Kent County are the joint responsibility of the Health Department, the Department of Social Services, and the Area Agency on Aging, which for Kent County (as well as Caroline and Talbot Counties) is Upper Shore Aging, Inc. None are funded

adequately to meet the rising needs. All local seniors' programs continue to face challenges due to reduced budgets and increasing demands. Elderly persons are frequently physically unable to be advocates for their needs, which exacerbate these challenges. Cutbacks in resources occur, regardless of the cost-effectiveness of the cutbacks. "We used to get sick and die. Now we get sick and live, get sick and live, get sick and live. The aging of the Eastern Shore is reaching truly crisis proportions," Dr. Memo Diriker of Salisbury University warns.

As we become older, we are more likely to fall at home, become ill, and/or incur setbacks. Many on the Eastern Shore are especially isolated and live alone in our later years. Younger relatives are less and less available to help the elders.

Members

Members are appointed by the County Commissioners for a term of three years. Every effort is made to recruit individuals who reflect the racial, gender, and socio-economic mix in the County as well as representation from the various towns and villages.



Current members are leaders in a wide variety of local civic and church activities, setting examples for volunteer service. Wayne Benjamin is the Immediate Past District Governor for the 22B of the Lions Club International which includes the nine counties of the eastern shore, He is also a Board member of the Animal Care Shelter for Kent County and a board Member of the Kent and Queen Anne's County Guardianship Program. Phil Cicconi is currently the Vice President and co-founder of the Kent County Learning Center and formerly Vice-President of the Friends of Eastern Neck Wildlife Refuge. Muriel Cole is Past-President of HomePorts, Inc., and is a member of the Board of Directors of United Way Kent County. Dal Holmes is on the Board of Deacons at the Chestertown Presbyterian Church and is a former Board member of the Chester River Chorale. Lea Hunley is on the Advisory Board of the Department of Social Services and a liaison between the Board of HomePorts and the Chestertown Lions Club. Erlena Linthicum is a volunteer at Asbury United Methodist Church and volunteer tutor at Rock Hall Elementary School. Carolyn Sorge serves on the Board of KART (Kent Association of Riding Therapy), and chairs the Betterton Community Development Corp. and the Betterton Heritage Museum. Mary Etta Reedy is President and co-founder of the Kent County Learning Center, Treasurer of Wesley Chapel, Treasurer of Rock Hall Senior Citizens, secretary of the Rock Hall Garden Club, and a member of the Character Counts Steering Committee and Character Coach. Bill Trainor is a past member of the Board of Directors at RiverArts and a tutor with the Rock Hall Learning Center.

FY23 Commission on Aging Funding

The Commission on Aging requests and receives a small annual budget allocation for administration. In FY23 the Commission requested from the Kent County Commissioners and received \$3520, the same amount as in FY22. The majority of the budget is earmarked for reimbursement to members for expenses. The remainder is used for administrative expenses such as advertisements, publications, sponsorships, and facility and travel costs for events.

A 1978 County rule requires that members of all county commissions be reimbursed for expenses incurred. The county has interpreted this rule as a standard policy of paying members \$25 per meeting attended, but in 2010 reduced the reimbursement to \$25 per quarter. Co-chairs receive \$30 per quarter. Although the County Commissioners proposed decreasing the number of meetings per year for the Commission on Aging to reduce costs, the Commission on Aging voted in 2010 to continue to meet nine times annually and members continue to accept one reimbursement per quarter regardless of expenses incurred.

The Commission puts priority on raising community awareness on aging and on seniors. Funds were used in 2023, for example, for paid ads to promote Older Americans Month, to educate about importance of financial awareness and the danger of scams, and to recognize the work of caregivers.

SUMMARY OF 2023 ACTIVITIES

Coordination with Upper Shore Aging, Inc.

The Commission regularly learned about and commented on new and ongoing programs and services for Kent County seniors supported by Upper Shore Aging, Inc., which serves as the Area Agency on Aging for Kent, Caroline, and Talbot Counties.

Andy Hollis, Executive Director, gave monthly updates to the Commission on the FY23-24 Upper Shore Aging budgets, projected changes, and impacts. Funding is received from the federal, state, and local (Kent, Caroline, and Talbot) governments. Federal funds are distributed based on a population formula. Kent County receives the lowest in the State. The Commission on Aging was very pleased that Kent County increased its annual allocation significantly. The total received was \$354,082. This increase helped offset the decrease in the emergency funds provided last year, provide a 5% employee pay increase, and contribute to increased utility and maintenance costs. In FY23 the allocation to Upper Shore Aging was .39% of the County budget. In FY24 this portion increased to .59%.

Upper Shore Aging also received a sizeable grant for publicizing health care programs and is pursuing other opportunities.

The Commission was very pleased to receive new brochures that describe the programs available through Upper Shore Aging. The Commission continues to be concerned that *the overall level of funding does not meet the rapidly increasing need for local senior services and programs* that support healthy and safe aging.

At each month's Commission meeting, Rosemarie Curlett, Director of the Amy Lynn Ferris Adult Activity Center, reports on upcoming special events, trips, and classes offered at the center, which celebrated its 20th anniversary in 2023. A new Activities Program Manager has expanded the Center's programs and is publicizing them more widely, resulting in increased attendance.

Meals-on-Wheels deliveries were made three times per week to over 60 households, as well as fresh fruits and vegetables in season. Everyone received a fresh Christmas dinner. A Farmers Market, bringing produce from two farms, was held bi-weekly during the summer. In

the Spring the Commission offered to organize a fund-raising effort for this program because of a significant deficit. The State of Maryland, at last, provided emergency funds to maintain the program and offset the shortfall.

Advocacy for Local Hospital Services



Now a designated “Maryland Rural Hospital” licensed for 25 inpatient and observation beds, this community has rallied to maintain in-patient capability in the face of many hospital closures throughout the country. Locals emphasized the demographics showing an aging population and the need to provide for the special needs of seniors. In 2022 the hospital was designated as an “Age-Friendly Health System”, and became an accredited “Geriatric Emergency Department”. In spite of these efforts, the

Commission on Aging remains concerned that medical services and clinicians needed by residents of Kent County have diminished and there are no plans for replacing lost services.

Coordination with State Department of Aging

Kent County does not fare well in state budget allocations for senior services and has not in the past. This concern leads the Commission to look for opportunities to educate State leaders on the needs of Kent County. Immediately following the appointment of Carmel Roques as Secretary of the Maryland Department of Aging, the Commission wrote a letter in March inviting her to visit. She accepted and in June spent an afternoon at the Amy Lynn Ferris Center, with a reception hosted by the Commission.



Figure 1- Muriel Cole, Co-Chair, Commission on Aging, with Carmel Roques, Maryland Secretary of Aging

Coordination and Promotion of Community Needs and Services



The greatness of a community is most accurately measured by the compassionate actions of its members.

Coretta Scott King

Much discussion took place about the continued interest in better meeting needs of seniors. Themes included the need for better promulgation of information such as services and aid that are available; increasing the existing supports; and the need for more social connection.

The Commission organized a luncheon meeting on June 30 with local agencies and service groups to gather and share information on current services and unmet needs. About 40 participants were very engaged in the process. Discussion concentrated on four basic areas of concern: food resources for needy seniors; the availability of affordable housing; medical services; and supporting transportation for individuals to a variety of resources, with a focus on the need to make available services known to a wider audience in the community. Networking among service providers needs to be increased. Among areas of greatest concern were shortcomings in affordable transportation for Kent County senior, and the fact that many seniors do not have access to on-line information about the resources available to them. An effort to recruit more senior volunteers to participate in these services is important. It was agreed that more outreach to individual physicians in the community is needed.

As a follow-up to this meeting, the Commission decided to put together a Resource Guide listing available services and to seek funds to publish this information. A committee was formed to create the listing, and the Tidewater Trader agreed to include the guide as a newspaper insert, for a publication fee. Funds were requested from Choptank Electric Trust.

The Commission also remained very concerned about social isolation among seniors. Rock Hall is an example of a community that continues to organize social events regularly for homebound seniors, and the Commission has explored possibilities for replicating such opportunities in other Kent County communities. Members wrote holiday cards to over 200 residents of the seven long-term care facilities in Kent County.

Property Tax Filing Assistance

The Kent County Commissioners' Office asked the Commission on Aging to help seniors apply for a Homeowner's Property Tax and Renter's Tax Credit, a state program for those with an annual income limit of \$35,000. In December 2021 10 volunteers were trained by the State program manager of the Department of Assessments and Taxation. Staff at Upper Shore Aging directed inquiries to the Commission on Aging, which continued to offer both phone and in-person appointments. Forms were made available and several applicants were counseled, but the majority did not have large enough property tax bills to make them eligible for the partial tax offset.

Senior Housing Advocacy

Members followed closely the Millington Senior Village project which will create 52 units of affordable senior housing rentals serving low to moderate income seniors. Design plans will be completed in early 2024. The Commission wrote a letter to State representatives and the State senator, asking them to support the required bond initiative. There was also discussion of a similar need in Rock Hall.

Kent County Retired Senior Volunteer Program (RSVP)

The Commission continued to endorse the RSVP Program which offers opportunities for volunteer work in various fields throughout the county. Funded by Americorps, this program began in Kent County in 2021 and supports numerous non-profit projects that use volunteers for a variety of needs.



Community Health Expo

The Commission assisted in organizing and was a Bronze Sponsor of the free annual Community Health and Wellness Expo held at Chestertown YMCA on October 19, organized by HomePorts, Inc., in partnership with the Kent County Health Department and Shore Regional Health. The event featured a variety of exhibits with up-to-date information for families as well as seniors and nine educational sessions led by experts on various health topics. The Expo was the only such event in the area and highlighted over 50 community resources offering the latest health, wellness, and safety information. Flu shots and COVID vaccines were given by Acme.

Programs

The Commission held nine meetings in 2023, all in person. Several special speakers were invited. Invitations serve to inform the Commission members of local programs and services as well as to acquaint the speakers with the work and interests of the Commission on Aging.

Gerry O'Connor, M.D., of Eastern Shore Urgent Care (ESUC), gave a brief overview in February of the history and services offered at the Urgent Care facility. ESUC provides care for non-life-threatening conditions and wellness testing, e.g., for school sports, work, and physicals. They have a good relationship with the ER at Chester River Hospital for any necessary transfers. They also do lab work and X-rays. They see 30-50 patients per day. The owner is exploring the possibility of providing Primary Care service in the future.

Dennis Welsh, Executive Director of the University of Maryland Shore Medical Center in Chestertown and Vice-President for Rural Health Care Transformation, spoke in March. He Welsh enumerated the major needs of a rural community: care for persons 65 or older, 24/7 emergency availability, and a focus on outpatient care and keeping patients local. The facility emphasizes preventive care, healthy aging, cardiac rehabilitation, urology and radiology and pain relief. Construction and remodeling of the Chestertown facility is ongoing. Staffing is done in cooperation with the University of Maryland: there is a geriatric pharmacist available, and recruiting for health educators is underway. A recent survey of community opinion regarding the Shore Medical Center-Chestertown reflects positive change over the last twelve months. There are 120 patients in the wellness program and 800 home visits have been conducted.



PLANS FOR 2024

- The Commission will continue to educate, advocate, and organize for the best future possible for our seniors.
- The Commission will complete and publish and Seniors Resource Guide to inform seniors about current services and programs.
- The Commission will contact the 36th District State Senator and three Delegates to express views on any significant pending state legislation that impacts older adults in Kent County.
- The Commission will continue to work with the Kent County Long-Term Care Ombudsman Program to support protecting the rights and promoting the well-being of residents in long-term care facilities.
- The Commission will continue its advocacy for better local transportation service.
- Recognizing more and more demands on the very limited resources, the Commission will continue to support the efforts of Upper Shore Aging in annual budget increases, grant funding, and fund-raising activities.
- The Commission will strongly encourage more local publicity about available senior services, via social media, newspapers, radio, community presentations, and marketing materials.





Commission on Aging Annual Report 2023

FEBRUARY 13, 2024

- 
- ▶ **Muriel Cole, Co-Chair (Chestertown) (Commissioners' Representative)**
 - ▶ **Carolyn Sorge, Co-Chair (Betterton)**
 - ▶ **Wayne Benjamin, Treasurer (Chestertown)**
 - ▶ **Dal Holmes, Secretary (Chestertown, Heron Point)**
 - ▶ **Phil Cicconi (Rock Hall)**
 - ▶ **Nancy Connolly (Kennedyville)**
 - ▶ **Denise Groppe (Chestertown)**
 - ▶ **Olythea B. Hunley (Still Pond)**
 - ▶ **Erlena Linthicum (Georgetown/Fairlee)**
 - ▶ **Mary Etta Reedy (Rock Hall)**
 - ▶ **Kathy Staples (Rock Hall)**
 - ▶ **Darlene Stout (Still Pond)**
 - ▶ **Bill Trainor (Rock Hall)**



2023 Highlights

- **Meeting of Providers on Community Needs and Services**
- **Host to Maryland Secretary of Aging**
- **Ongoing Advocacy for Senior Services**
- **Plans for Seniors Resource Guide**



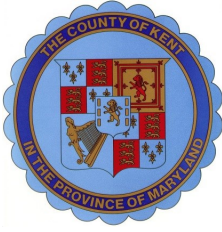
THANK YOU, COMMISSIONERS!

- ▶ Thanks to Kent County for the significant FY24 budget increase to Upper Shore Aging
- ▶ FY23 Funding - .39% of County budget allocated to Upper Shore Aging
- ▶ FY24 Funding - .59% of County budget allocated to Upper Shore Aging

2024 Foci

- ▶ **Continuing Advocacy for Strong Funding for Upper Shore Aging**
- ▶ **Social Isolation**
- ▶ **Publication of Resource Guide for Ready Reference**
- ▶ **Long-term Care Residents Rights**





Patricia Merritt, Office of Finance
2/13/2024
County Commissioners Meeting

Item Summary:

Short Term Rental Software

ATTACHMENTS:

Description

02.13.24 GovOS Short-Term Rental Solution 0061P00000cNzURQA0 Kent County Finance Department

2024-02-01

Short-Term Rental Solution

Kent County, MD

Prepared for:

Ronald Fithian

Kent County, MD
400 High Street
Chestertown, Maryland, 21620

Submitted by:

Nick Bernardino

Account Executive

630-642-6664

nick.bernardino@govos.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

0061P00000cNzURQA0



Who is GovOS?

Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

Advantages of GovOS

Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

World-class Service

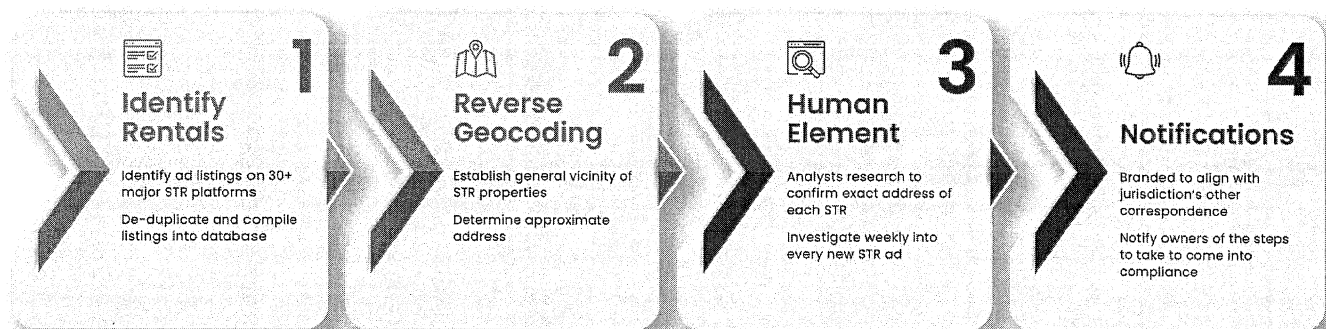
GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, Ronald Fithian and Kent County, MD, and discovering how GovOS can help you better serve your constituents.



Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify relevant STR addresses and significantly increase compliance rates beginning year one. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Kent County, MD to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Kent County, MD shape future short term industry policies.



Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

Solution Highlights

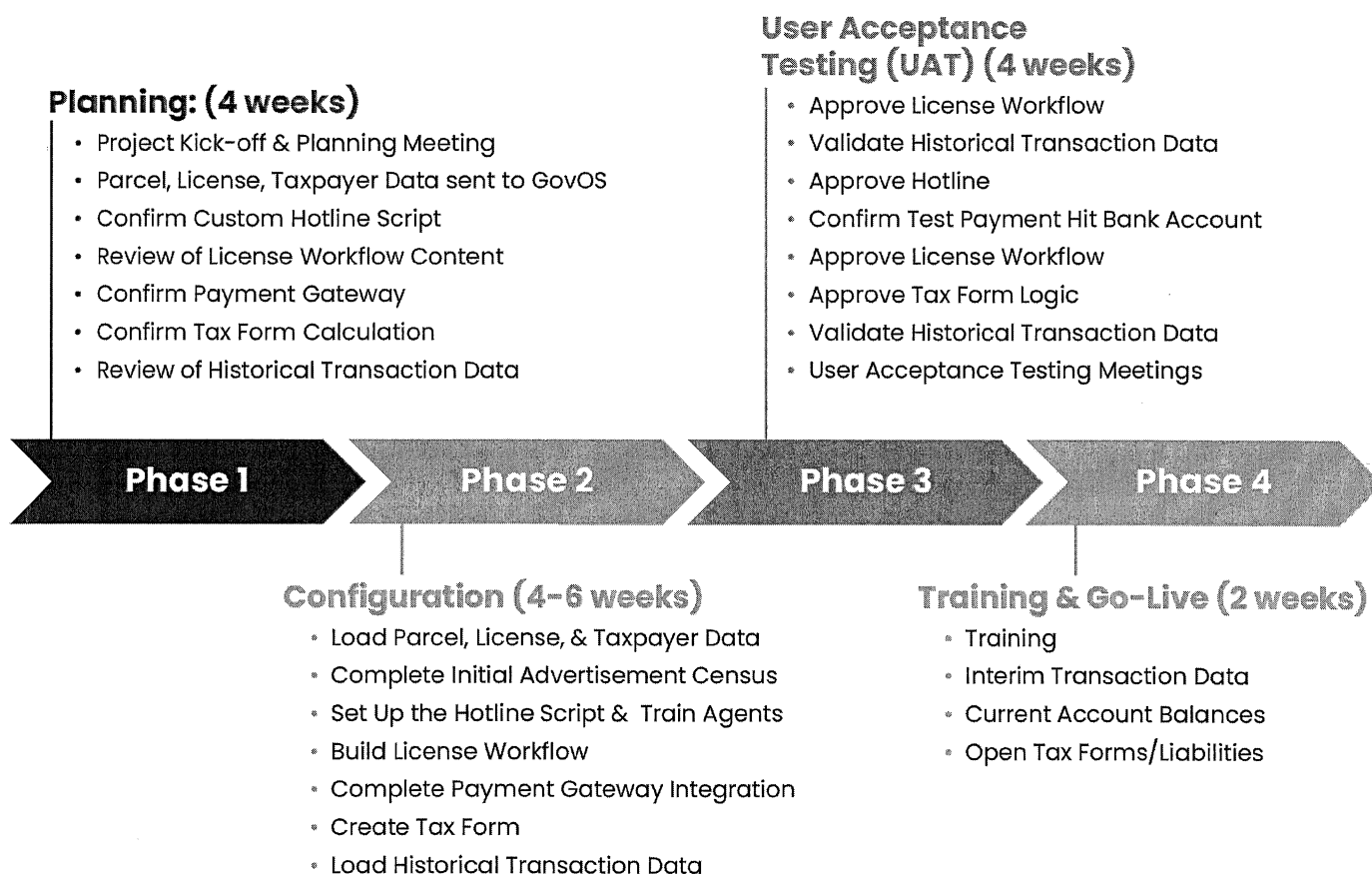
- GovOS's solution and property matching team accurately matches up to 98% of STR ads to properties
- Data refresh occurs twice a week helping ensure actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Kent County, MD
- Fully customizable Notification templates and instructions for owners



Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



All Available Modules



Short-Term Rental Discovery

- The GovOS STR system will discover all available Kent County, MD short-term rental ad listings posted on 20+ nationwide sites. We will also monitor customer selected sites if purchased/provided



Short-Term Rental Identification

- GovOS STR will maintain a Kent County, MD ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Kent County, MD staff with unlimited licenses.



Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Kent County, MD ad listings, which are not in the Kent County, MD existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Kent County, MD users with readily available short-term rental owner/manager contact data and compliance status.
- Kent County, MD staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



Notifications

- Simple integrated notification system with complete data integration via "smart fields"
- The notification module enables Kent County, MD to easily create batch notifications



US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



Payment Integration

- Integration with a GovOS partnered payment gateway



Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

Support for You & Your Agency

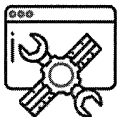
As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- A designated Customer Success Manager to help you achieve your objectives and an Account Manager to support your overall goals and ongoing investment in GovOS.
- Access to Client Technical Support Representative team | Available by email and phone 6am – 6pm (MT) Monday – Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.



24/7 Complaint Hotline

If you choose to include our 24/7 Bilingual STR Complaint Hotline in your proposed solution, our live operators will be waiting to take calls from your community members and route them appropriately. No more low-priority calls to 911 or law enforcement; instead, agents collect information efficiently to inform property owners so they can respond accordingly.



GovOS Short-Term Rental Solution

Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.



Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

Maintenance & Modifications* include, but are not limited to:

- Modifying Business Center Messages, Frequently Asked Questions and Notification Templates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

Training options include, but are not limited to:

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

**Requests for Custom modifications may incur an additional cost.*

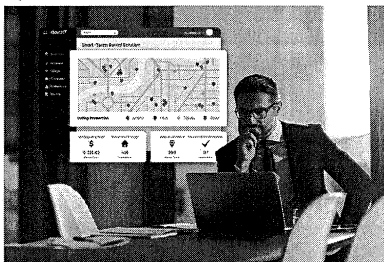
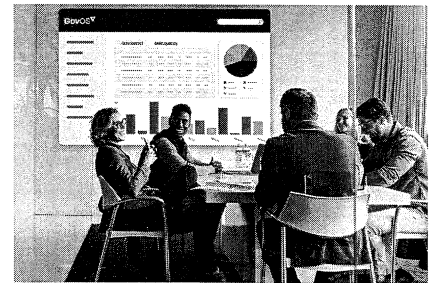


GovOS Partner Program

The GovOS Partner Program empowers local governments with access to strategic partnerships not available through any other technology provider. Rooted in the commitment to foster relationships that unite government agencies, businesses, and citizens, the GovOS partner ecosystem enriches community-building while offering technology that maximizes revenues and efficiency for our clients. GovOS not only provides technology but also delivers a complete ecosystem for business compliance.

Short-Term Rental Partners

GovOS leads the way in addressing the challenges tied to the STR industry. Teaming up with selected partners, this alliance is a fusion of industry-leading expertise that offers comprehensive solutions. At its core is GovOS. The alliance forms a distinct niche: embracing technology innovation, best practices, and community well-being. These unique partnerships set GovOS apart in the STR sector as we stand alone with our exclusive STR industry partnerships.

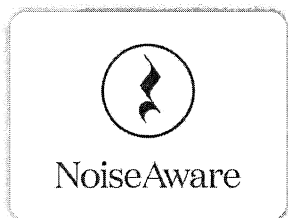
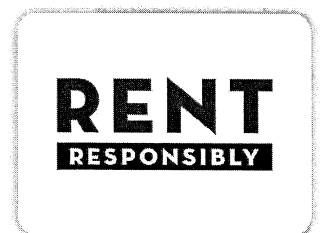


Ordinance Consultation

The GovOS Ordinance Consultation is a resource facilitated by our Government Affairs Consultant. With a 24-year background in local government—encompassing areas such as planning, zoning, housing and building development, and business license management—our consultant provides three hours of consultation to GovOS clients. The goal of the consultation is to help communities improve or craft ordinances that are fair, efficient, and enforceable.

Short-Term Rental Owner/Operator Education

Rent Responsibly is an impactful community-building and education platform for local STR alliances. GovOS and Rent Responsibly join together to drive higher compliance rates through education and responsible renting practices. During the first 90 days from the go-live date with GovOS, Rent Responsibly will help drive higher compliance rates by opening multi-channel communication options with STR owners, executing compliance campaigns, and providing good neighbor education.



Community Preservation

NoiseAware is a pioneer in privacy-conscious noise-monitoring technology. The NoiseAware technology works alongside the GovOS STR Hotline, promoting community well-being by addressing noise concerns. Our exclusive partner pricing includes a 25% discount on indoor and outdoor noise monitoring sensors and services specifically designed to protect community quality of life and drive higher compliance adoption.



Health, Safety & Welfare

Breezeway provides STR safety inspections to bolster guest safety and code compliance. The ability for GovOS clients to utilize the Breezeway inspection resources in tandem with licensing software is an exclusive offering no other technology company provides. Breezeway provides unique partner pricing to STR owners located in GovOS client locations.



Other Partners in the GovOS Ecosystem

The GovOS Partner Program is committed to building resilient communities and delivering innovative solutions. Through strategic collaborations, our alliance provides a space for local governments to exchange best practices, drive operational efficiency, and foster a more connected government through innovation.

The GovOS Partner Program is Proud to Collaborate with Organizations Across the Nation





Project Pricing

The solution is a package of the below service applications.

Kent County, MD - Short-Term Rental Price Quote

Products	QTY
STR Compliance Ongoing compliance identification and monitoring for short term rental properties.	1
STR Identification Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.	1
STR Max Web based training for jurisdiction staff (up to 6 hours). Unlimited, ongoing web and phone support are provided to all administrative staff and short term rental operators as part of monthly hosting and support. Unlimited user logins for admins and operators. Software hosting and license fees. Service and IT infrastructure, including 24/7/365 maintenance and support. Daily backups managed by our expert IT team. Enhancements released to all equivalent GovOS versions.	1
STR Registration Automated renewals. Automated registration task reminders to business owners and/or operators. Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.	1



STR Tax Automated tax form reminders to business owners and/or operators. Automated assigned tax forms. Online tax form with automatic tax and late fee calculations.	1
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First Year Annual Recurring Revenue Cost: \$23,847.61

Year 1 ACV	Year 2 ACV	Year 3 ACV	Year 4 ACV	Year 5 ACV
\$23,847.61	\$25,039.99	\$26,291.99	\$27,606.59	\$28,986.92



Customer Acceptance

Contact Information	
Organization Name	County Commissioners of Kent County
Street Address	400 High Street
City, State, Zip	Chester town, MD 21620
Primary Contact Name	Patricia Merritt
Primary Contact Email	pmerritt@kentgov.org
Billing Details	
Billing Details	
Billing Contact Name	Sandy Godfrey
Billing Contact Email	financeinfo@kentgov.org
Billing Contact Phone	410-778-7478
Invoice Delivery Method	<input checked="" type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

- Without a signed Agreement, pricing is good until .
- Subscription Start Date will be the date you sign the Agreement
- Subscription fees are pre-paid annually
- Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.
- This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.
- Pricing for Renewal Terms will include a five percent (5%) increase from the prior term.
- The subscription(s) provided pursuant to this Agreement shall be subject to the following contracts: (1) the General Terms & Conditions of Contract between County & Contractor attached hereto as Exhibit A (other than as modified below); and GovOS's standard Terms of Use, which can be found at <https://govos.com/business-licensing-and-tax/terms-of-use/>, both of which contracts are hereby incorporated into this Agreement. The General Terms & Conditions of Contract attached hereto shall be amended by modifying Section 27 (Termination for Convenience) thereof so that termination for convenience could only occur upon no less than 180 days' notice to GovOS.



-
- All standard Terms of Use can be found at <https://govos.com/business-licensing-and-tax/terms-of-use/> and are hereby incorporated into this order.



Customer Acceptance

Customer Signature

Ronnie Titman

Signature of Authorized
Representative

President

Title The County Commissioners
of Kent County, Maryland

02/13/24

Date

GovOS Signature

Signature of Authorized GovOS
Representative

Title

Date



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending

the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective one hundred eighty (180) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

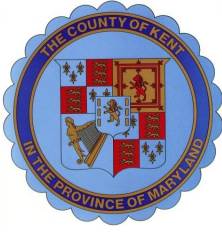
Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.



Patricia Merritt, Office of Finance
2/13/2024
County Commissioners Meeting

Item Summary:

FY24 6 Month Financial Statements

ATTACHMENTS:

Description

FY24 Financial Statements (Jul - Dec)

General Fund
Statement of Revenues and Expenditures
As of December 31, 2023

	<u>July - Dec Budget</u>	<u>July - Dec Actual</u>	<u>\$ Fav/Unfav</u>	<u>% Fav/Unfav</u>
<u>Revenues</u>				
Property Tax	33,330,992	33,420,877	89,885	
Income Tax	7,114,400	6,418,669	(695,731)	
Recordation Tax	675,269	839,103	163,834	
Property Transfer Tax	395,839	534,673	138,834	
Other Local Taxes	287,561	246,076	(41,485)	
Service Charges	315,936	363,258	47,322	
Intergovernmental Revenue	810,746	665,229	(145,517)	
Licenses & Permits	135,906	137,724	1,818	
Fines & Forfeitures	3,492	3,096	(396)	
Loss/Sale of Fixed Assets	-	38,381	38,381	
Note Proceeds	231,274	231,274	-	
Capital Lease Proceeds	241,276	271,584	30,308	
Other	339,393	616,349	276,956	
Total Revenue	43,882,084	43,786,293	(95,791)	0%
<u>Expenditures</u>				
Board of Education	9,827,279	9,827,279	-	
Salaries & Benefits	10,723,852	9,879,532	844,320	
Operating Expenditures	4,003,354	3,479,920	523,434	
Allocations	2,559,440	2,510,726	48,714	
Debt Service	355,657	325,042	30,615	
Capital Expenditures	613,840	592,412	21,428	
Capital Leases	281,580	319,954	(38,374)	
Transfers to Other Funds	704,928	543,044	161,884	
Contingency	200,000	79,470	120,530	
Total Expenditures	29,269,930	27,557,379	1,712,551	6%
Excess/(Deficiency) Revenues Over Expenditures	<u>14,612,154</u>	<u>16,228,914</u>	<u>1,616,760</u>	

General Fund

Explanation of Major Variances

December 31, 2023

<u>Revenues</u>	<u>Fav/(Unfav)</u>
Other Revenue	276,956
Interest Income	
Recordation Tax	163,834
10% increase over FY23	
Property Transfer Tax	138,834
13% increase over FY23	
Property Tax	89,885
5% increase over FY23	
Service Charges	47,322
US Bureau prisoners, recreation	
Loss/Sale of Fixed Assets	38,381
Enterprise vehicles	
Capital Lease Proceeds	30,308
Enterprise vehicles	
Other Local Taxes	(41,485)
911 fees	
Intergovernmental Revenue	(145,517)
Blueprint funding, K&QA Rescue squad, highway user	
Income Tax	(695,731)
18% increase over FY23	
Other	1,422
Licenses & permits, fines & forfeitures	
Total Revenues	<u>(95,791)</u>

General Fund
Explanation of Major Variances
December 31, 2023

<u>Expenditures</u>	<u>Fav/(Unfav)</u>
Salaries & Benefits	
Full-time-Highways & Streets, Sheriffs Office	492,214
Health benefits	206,899
Retirement Plan	124,203
Seasonal	112,090
Election salaries/benefits	105,770
Social Security	50,240
Transfers	(30,916)
Workers Compensation	(64,662)
Leave Payout	(64,819)
Sheriff's Office, OES-Emergency Medical Services	
Overtime	(89,806)
OES-Emergency Medical Services, Detention Center	
Other	3,107
	<u>844,320</u>
Operating	
Election Office	89,276
Sheriffs Office	83,517
Highways & Streets	81,195
Environmental Operations	50,121
Detention Center	49,574
Buildings & Grounds	25,706
Information Systems	22,060
Planning & Zoning	19,384
Economic & Tourism Development	18,427
Circuit Court	15,641
Other	68,533
	<u>523,434</u>
Transfers to Other Funds	
WWS Deficit	141,301
Local Management Board	15,003
Kent Family Center	5,935
Other	(355)
	<u>161,884</u>
Contingency	120,530
Allocations	
Volunteer Fire Company	38,677
Town of Galena	9,996
Other	41
	<u>48,714</u>
Debt Service	30,615
Capital Leases	(38,374)
Enterprise vehicles	
Other	21,428
Capital Expenditures	
Total Expenditures	<u>1,712,551</u>

Capital Projects Fund
Statement of Revenues & Expenditures
As of December 31, 2023

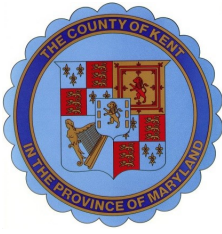
	<u>Annual Budget</u>	<u>July - Dec Actual</u>	<u>Balance</u>
<u>Revenues</u>			
Grant Funding			
Bridge K00015 repair/replace	1,002,384	22,342	980,042
Loan Proceeds			
Nicholson wastewater treatment plant upgrade	2,509,702	-	2,509,702
Transfer In - General Fund			
Bridge K00015 repair/replace	250,596	5,586	245,010
Computer / Technology Upgrade	30,000	30,000	-
Regional Detention Center study	32,967	-	32,967
Chestertown Business Park Rt. 215 entrance	450,000	-	450,000
Kent County High School roof	10,660	-	10,660
Total Revenue	4,286,309	57,928	4,228,381
<u>Expenses</u>			
Bridge K00015 repair/replace	1,252,980	27,928	1,225,052
Nicholson wastewater treatment plant upgrade	2,509,702	6,860	2,502,842
Regional Detention Center study	32,967	-	32,967
Chestertown Business Park Rt. 215 entrance	450,000	-	450,000
Kent County High School roof	10,660	-	10,660
Total Expenditures	4,256,309	34,788	4,221,521
Excess/(Deficiency) Revenues over Expenditures	<u>30,000</u>	<u>23,140</u>	<u>6,860</u>

Water and Wastewater Services
Statement of Revenues and Expenses
As of December 31, 2023

	July - Dec Budget	July - Dec Actual	\$ Fav/(Unfav)	% Fav/(Unfav)
Revenues				
Water Service Charges	364,536	367,576	3,040	0.8%
Sewer Service Charges	890,658	893,766	3,108	0.3%
Septage Service Charges	95,206	95,767	561	0.6%
Contracted Services	50,646	44,558	(6,088)	-12.0%
Other	4,391	36,076	31,685	721.6%
Total Revenues	1,405,437	1,437,743	32,306	2.3%
Expenses				
Salaries	444,490	415,420	29,070	6.5%
Benefits	268,577	218,564	50,013	18.6%
Contracted Services (salaries & benefits)	29,178	21,298	7,880	27.0%
Operating	885,921	873,557	12,364	1.4%
Capital	10,200	10,200	-	0.0%
Interest Expense	144,898	144,070	828	0.6%
Principal Expense	149,147	142,228	6,919	4.6%
Operating Reserves	33,579	31,658	1,920	5.7%
Total Expenses	1,965,990	1,856,995	108,994	5.5%
Transfers				
General Fund	560,553	419,252	(141,300)	-25.2%
Total Transfer In/(Out)	560,553	419,252	(141,300)	-25.2%
Subsidy %	28.5%	22.6%		

Water and Wastewater Services
Explanation of Major Variances
As of December 31, 2023

	<u>Fav/(Unfav)</u>
Revenues	
Water Service Charges	3,040
Sewer Service Charges	3,108
Septage Service Charges	561
Contracted Services	(6,088)
Other (equipment sales)	31,685
	<u>32,306</u>
 Salaries	
Salaries - vacant Division Chief position	29,070
 Benefits	
Health deductible	7,723
State Retirement	7,376
Taxes	3,884
Health premiums	29,658
Workmen's Compensation	1,372
	<u>50,013</u>
 Contracted Services	
Galena	2,290
Nicholson	5,590
	<u>7,880</u>
 Operating Expenses	
Water & Sewer agreement fees - Rock Hall/Galena FY23 expenses lower than anticipated	20,730
Electric	(6,405)
Auto & Diesel fuel	(2,099)
Other	138
	<u>12,364</u>



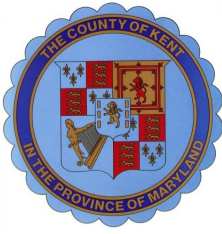
Jim Miller, Director, Human Resources
2/13/2024
County Commissioners Meeting

Item Summary:

Detention Center - Correctional Officer Vacancy

ATTACHMENTS:

Description



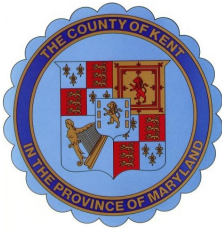
Jim Miller, Director, Human Resources
2/13/2024
County Commissioners Meeting

Item Summary:

Public Works - Roads Division, MEO I Vacancy

ATTACHMENTS:

Description



Shelley Heller, County Administrator
2/13/2024
County Commissioners Meeting

Item Summary:

Greenwill Consulting Group, LLC, Amendment No. 1

ATTACHMENTS:

Description

02.14.23 Greenwill Consulting Group, LLC and Kent County Ratified Amendment 1 to Agreement of 2023
FY2024

GREENWILL CONSULTING GROUP, LLC
Contract with: Kent County Government
Amendment Number: 1

THIS FIRST AMENDMENT TO CONSULTING AGREEMENT (“Amendment”) takes effect on February 15, 2024 (“**Effective Date**”) and is entered by and between Kent County Government, located in the state of Maryland (“**Client**”), and Greenwill Consulting Group, LLC (“**Consultant**”) a Consulting Firm registered to do business in the state of Maryland, with its principal office at 92 Franklin Avenue, Annapolis, Maryland. Defined terms usherein shall have the meaning set forth in the Agreement.

RECITALS:

A. WHEREAS on the 15th day of February, 2023 the Consultant entered into an Agreement with the Client to provide the service; and

B. WHEREAS the expiration date of the Agreement is the 14th day of February 2024; and

C. WHEREAS the Client and Consultant desire to amend this Agreement to change the Term of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter stated, the Consultant and the Client covenant and agree as follows:

The Agreement is hereby amended, Article 3 is removed, and replaced by the paragraphs below and shall read as follows:

1. Article 3 - Term of Agreement

This is a four-month term agreement with the effective date of February 15, 2024, and it may terminate on June 30, 2024. However, it shall automatically renew for a twelve month term commencing on July 1, 2024, unless a party hereto provides written notice to the other party not less than sixty days prior to the annual termination date (termination dates shall be every June 30 of the respective year) that it does not wish to extend the current Agreement for an additional twelve month Term. The initial term and any additional terms are hereinafter referred to as “Term”. This Agreement may be cancelled by either party, without cause, by providing a written ninety-day notice of termination of Services.

Upon any expiration or termination of this Agreement, Consultant shall be entitled to retain all amounts paid to Consultant prior to the indicated date of termination, and Client shall not be required to make any additional payments to Consultant except for payments accrued before expiration or termination date, and reimbursement of authorized amounts expended before expiration or termination date in accordance with this Agreement. The right of either party to terminate this Agreement in the event of a breach thereof is not an exclusive remedy for such breach. Neither the expiration nor termination of this Agreement for whatever cause shall affect any right or obligation that has accrued as of the time of such expiration or termination.


3. No Other Modification. Other than as set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect without modification thereto and is hereby ratified and confirmed.

This Amendment shall be governed by the laws of the State of Maryland, without respect to its conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this two-page Amendment to be executed by their proper and duly authorized representatives on the 13 day of February 2024.

Greenwill Consulting Group, LLC
92 Franklin Street, Suite 202
Annapolis, Maryland 21401

Kent County Government
400 High Street
Chestertown, Maryland 21620

By: 

Name: Ivan V. Lanier

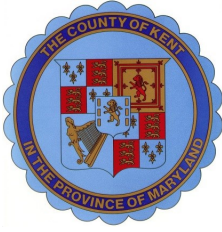
Title: Chief Executive Officer

By:  02/13/24

Name: Ronald H. Fithian

Title: President

[Remainder of document is blank]



Jamie Williams, Director, Economic and Tourism Development
2/13/2024
County Commissioners Meeting

Item Summary:

Letter of Support - MD Heritage Areas Authority Grant Application
Captain Lambert Wickes Heritage Corner Project

ATTACHMENTS:

Description

02.13.24 Maryland Heritage Areas Authority (MHAA) Letter of Support



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

February 13, 2024

Maryland Heritage Areas Authority (MHAA)
100 Community Place, 3rd Floor
Crownsville, Maryland 21032

RE: Main Street Rock Hall's MHAA Grant Application
Captain Lambert Wickes Heritage Corner Project

Dear MHAA Review Committee:

The County Commissioners of Kent County support Main Street Rock Hall's (MSRH) Maryland Heritage Areas Authority grant application for the Captain Lambert Wickes Heritage Corner project.

Centered on the legacy of Captain Lambert Wickes, a notable Revolutionary War hero, the project aims to revitalize a key corner in the Town of Rock Hall. The proposed project, situated on the Chesapeake Country Byway, a designated All-American Road, will offer a tranquil setting for community gatherings and serve as an interactive educational center. Visitors will be able to engage with Rock Hall's rich history and Captain Wickes' legacy, deepening their appreciation of the Town's maritime heritage and its ties to the Chesapeake Bay.

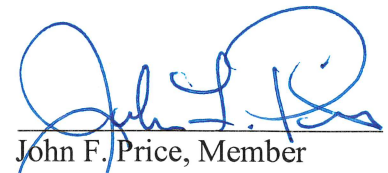
In 2022, Kent County welcomed visitors who contributed over \$72 million to our economy, with Rock Hall serving as a primary attraction. The proposed Captain Lambert Wickes Heritage Corner project is in perfect alignment with MHAA's goals to strengthen both recreational and heritage tourism, enhancing the experiences of thousands of visitors. The project completion would coincide with the Maryland 250th year-long celebration in 2026, presenting a unique opportunity to highlight the rich history of Rock Hall on an even broader scale.

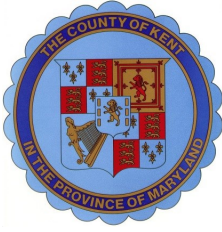
The MSRH's proposal is in direct correlation to your goals. We wholeheartedly urge you to fund this unique grant application for the benefit of our residents with visitors alike.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

Albert H. Nickerson, Member


John F. Price, Member



Procedures For Public Comment 2/13/2024 County Commissioners Meeting

ATTACHMENTS:

Description

02.13.24 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS
SIGN IN SHEET
February 13, 2024**

	NAME (please print)	ADDRESS	TOPIC
SMB	M. Waal		Greenwill consultant efforts
SMB	Murgie Conlon		meadows - Southgate Crestview

Press and Public Comments

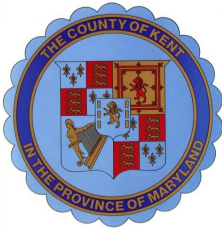
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

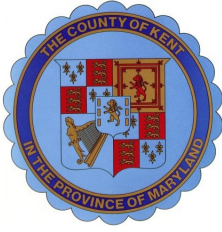
Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620



Ramona Vickers, Kent County Resident
2/13/2024
County Commissioners Meeting

ATTACHMENTS:
Description



American Rescue Plan Act (ARPA) Funds Spend Plan 2/13/2024 County Commissioners Meeting

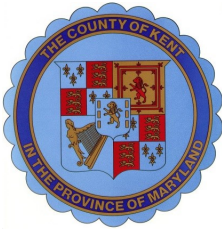
ATTACHMENTS:

Description

2-6-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
2/6/2024

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,446,637</u>		<u>\$ 3,176,637</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 320,140</u>		<u>\$ 590,140</u>	



Contingency and Use of Fund Balance Report 2/13/2024 County Commissioners Meeting

ATTACHMENTS:

Description

2-6-2024 Commissioner Report Contingency

February 6, 2024

CONTINGENCY

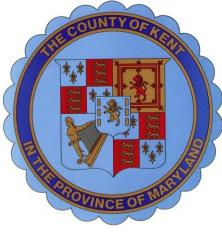
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
7/25/23	Buildings and Grounds-Government Center I	\$ 53,522	Cornice and fascia repair to the Kent County Government Center Building (400 High Street)
7/25/23	Buildings and Grounds-Courthouse	23,949	Replacement of (2) Packaged Terminal Air Conditioner Units within Jury Assignment Office
8/8/23	Office of Finance	10,320	Lease Query subscription for GASB 87 and GASB 96 reporting
8/22/23	Water & Wastewater Fund	10,200	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole
10/31/23	Buildings and Grounds - EMS Lynch Station	10,400	Building repairs at EMS Lynch Station
10/31/23	Capital Projects Fund - Detention Center	32,967	Regional Detention Center - Part I & Part 2 programing study - letter of intent
1/30/24	Parks	5,078	Turner's Creek Grannary-drawings, photography and keeping the record in an institutional achive
1/30/24	County Commissioners	1,000	National Vietnam War Veterans Day on March 29 in downtown Chestertown
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TOTAL		<u>\$ 147,436</u>	
BEGINNING CONTINGENCY BUDGET		\$ 400,000	
ENDING CONTINGENCY BALANCE		<u>\$ 252,564</u>	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
10/31/2023	Economic & Tourism Development	24,000	Technology software solution software to identify monitor, and collect taxes on short-term rentals
1/23/2024	Detention Center	94,377	Fill vacant Correctional Officer that was placed on hold during FY24 Budget process
TOTAL		<u>\$ 118,377</u>	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.



**Shelley L. Heller, County Administrator and Thomas N. Yeager, County
Attorney
2/13/2024
County Commissioners Meeting**

Item Summary:

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 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; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description