THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

March 26, 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

Consent Items

#1 - Regular Session Minutes, March 19, 2024

#2 - Liquor Minutes, March 19, 2024

#3 - Closed Session Minutes, March 19, 2024

#4 - Chestertown Garden Club, Raffle Only, April 2, 2024

#5 - Dan Mattson, Director, Public Works
Water and Sewer Allocation Request

#6 - Bill Mackey, Director, Planning, Housing, and Zoning
Reauthorization of Required Plans for Receipt of CDBG Grant Funding
- Fair Housing and Equal Opportunity (FHEO) Plan
- Section 3 (of the Housing and Urban Development Act of 1968) Plan, and
- Minority-Owned Business Enterprises and Women-Owned Business Enterprises (MBE) Plan

#7 - Bill Mackey, Director, Planning, Housing, and Zoning
Planning and Zoning Fee Schedule Revision

#8 - Bill Mackey, Director, Planning, Housing, and Zoning
Extension for CDBG MD-22-CD-1 for Housing Counselor services by MRDC

Special Class C Licenses

Chestertown Tea Party Festival, Inc., Beer, Wine, and Liquor, May 24-26 2024

County Attorney

Thomas N. Yeager, County Attorney
Public Hearing Protocol

Public Hearing

Jamie Williams, Director, Economic and Tourism Development
Code Home Rule Bill No. 3-2024, Short-Term Rental Tax

Action Items

Jamie Williams, Director, Economic and Tourism Development
Memorandums Of Understanding

Appointments

Ken Kozel, CEO, University of MD Shore Regional Health

Community Update

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools

FY2024 Unrestricted Budget Amendments #2 and #3

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools

FY2025 Non-Recurring Costs Request

Bryan DiGregory, State's Attorney, and Hope Clark, Recidivism Reduction Project Manager, States Attorney Office

Grant Writing Services Request

Human Resources Director

Jim Miller, Director, Human Resources

Kent Family Center - Child Development Teacher

Public Works Director

Dan Mattson, Director, Public Works

Roads Division
- FY2024 Surface Treatment Contract

Dan Mattson, Director, Public Works

Water and Wastewater Division
- Potable Water Tank Inspection and Related Engineering Support Services Contract

Departmental Appointments

Scott Boone, Director, Information Technology

Security Awareness Training

Scott Boone, Director, Information Technology

Security Enhancements Contracts

Scott Boone, Director, Information Technology

Kent County Fairgrounds Extension of Internet Service

Bill Mackey, Director, Planning, Housing and Zoning

Fair Housing Month Proclamation

Bill Mackey, Director, Planning, Housing and Zoning

2024 Maryland Department of Transportation Priority Letter

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Dr. Karen Couch, Superintendent, Kent County Public Schools

Kent County Middle School

Jacob R. Day, Secretary, Maryland Department of Housing and Community Development

Letter of Support

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing and Zoning

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.)

#1 - Regular Session Minutes, March 19, 2024
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

#2 - Liquor Minutes, March 19, 2024
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

#3 - Closed Session Minutes, March 19, 2024
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

#4 - Chestertown Garden Club, Raffle Only, April 2, 2024
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Chestertown Garden Club, Raffle Only, May 3, 2024

Permit# 10-2024

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: Chestertown Garden Club

Address of Organization: P. O. Box 415 Chestertown MD. 21620

Telephone: (443) 480-3984 contact: Nancy Bennington

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: 52-1302504

Person responsible for complying with permit regulations and requirements:

Name: Nancy Bennington

Address: 315 S. Queen St. Chestertown, MD. 21620

E-Mail: nancebennington@gmail.com

Telephone: (443) 480-3984

Type of permit sought: (✓) Raffle Only ( ) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Chester River Yacht Club Tuesday April 2, 10:00-12:00
May Mart event Memorial Plaza
Friday May 3, 9:00-1:00

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

Date(s) of fund-raising: Tuesday April 2, 10:00-12:00, Friday May 3, 9:00-1:00

Date and Time of Drawing: May 3 Begin at: 9:00 End at: 1:00

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: Nancy C Bennington

Please Select One:

(✓) Pick Up 443-480-3984

( ) Mail Permit (will be mailed to person responsible)

RECEIVED
MAR 22 2024
By JT

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:

(✓) Raffles	( ) Chance books	( ) Paddle Wheels
( ) Wheels of fortune	( ) Card games	( ) Lotteries

( ) Other_____

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~~ No

Where are services conducted and how often?_____

_____

_____

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

50 % Civic ~~100~~ 50 % Charitable _____% Educational

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

Nancy Bennington
315 S. Queen Street
Chestertown MD., 21620
(443) 480-3984

Signature of person completing application: Nancy C. Bennington

#5 - Dan Mattson, Director, Public Works
3/26/2024
County Commissioners Meeting

Item Summary:
Water and Sewer Allocation Request

ATTACHMENTS:

Description

Water & Wastewater Agenda Cover Sheet

Allocation Request Form

Kent County
MARYLAND

Public Works | Water and Wastewater

3/26/24: Allocation request in Edesville District for Property Tax ID 05-338824

Please submit application either by mail or in person to office, or by email to watergenmb@kentgov.org
Submitting this form will generate a purchase of an allocation (if available) and you will be invoiced for the full amount due.

KENT COUNTY DIVISION OF WATER AND WASTEWATER ALLOCATION APPLICATION

APPLICANT INFORMATION		
Name:		
Mailing address:		
City:	State:	ZIP Code:
Phone:	Cell Phone:	Email:

ALLOCATION REQUEST INFORMATION		
Property Address:		Tax ID#_____
Tax Map:	Parcel:	Lot:
Allocation Type & Number of allocations requested	Water:	Sewer:

PROJECT INFORMATION
Type of Project *Select One:* ☐ Single Family ☐ Apartment or Duplex: _____ sq. ft. ☐ Commercial ☐ Residential sub-division ☐ Commercial sub-division

SIGNATURE	
Signature of applicant:	Date:

FOR OFFICE USE ONLY

APPROVAL	
Kent County Commissioners Approval Date:	
DWWS Signature:	Date:

PAYMENT INFORMATION		
Check #:	Date Paid:	Amount:

#6 - Bill Mackey, Director, Planning, Housing, and Zoning
3/26/2024
County Commissioners Meeting

Item Summary:
The Maryland Community Development Block Grant (CDBG) Program is a federally funded program that is designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. The Maryland CDBG Program is administered by the Maryland Department of Housing and Community Development (DHCD).

In order to receive federal funds, the County is required to comply with a variety of federal statutes, regulations and Executive Orders. The County's compliance is not specific to the federally funded project or activity. The County must ensure that its administrative practices, policies and laws meet the intent of the statutes, regulations and Executive Orders.

The attached plans are based on model documents provided by the Maryland DHCD, which the County must adopt in order to be determined in compliance with the requirements to receive federal funds.

Staff recommends approval.

ATTACHMENTS:

Description

03.26.24 Kent County Maryland, Minority Business Plan, Recipient of Community Development Block Grant Funds, Effective for Three Year Period (Until March 25, 2027)

03.26.24 Kent County Maryland, Section 3 Plan, Recipient of Community Development Block Grant Funds, Effective for Three Year Period (Until March 25, 2027)

03.26.24 Kent County Maryland, Fair Housing and Equal Opportunity Plan, Recipient of Community Development Block Grant Funds, Effective for Three Year Period (Until March 25, 2027)

KENT COUNTY, MARYLAND
MINORITY BUSINESS PLAN

As a recipient of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development received through the State of Maryland, the Kent County, Maryland is required to make good faith efforts to contract with minority business enterprises (MBE) and women business enterprises (WBE) for goods and services.

A minority or women business enterprise is one that is at least 50% owned by a minority or a woman. For publicly owned businesses, at least 51% of the stock must be owned by minority group members or women.

Kent County will make efforts to solicit MBEs and WBEs. These efforts will include:

- Developing and maintaining a list of qualified MBEs and WBEs
- Assuring that small businesses and MBEs and WBEs are solicited for appropriate contract opportunities
- Establishing a delivery system which will encourage participation by MBEs and WBEs
- Encouraging contractors to subcontract with MBE and WBE businesses

The County will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST / WITNESS

Sondra M. Blackiston 3/26/24
Sondra M. Blackiston
Kent County Clerk

President Ronald H. Fithian
County Commissioners
of Kent County, Maryland

This Minority Business Plan is hereby adopted by the County Commissioners of Kent County on March 26, 2024. It is effective for a 3-year period until March 25, 2027.

KENT COUNTY, MARYLAND
SECTION 3 PLAN

As a recipient of federal Community Development Block Grant (CDBG) funds through the United States Department of Housing and Urban Development (HUD) received through the State of Maryland, Kent County, Maryland is required to comply with Section 3 of the Housing and Urban Development Act of 1968 (as amended). Section 3 requires the County to ensure, to the greatest extent possible, and consistent with existing federal, State and local laws and regulations, that employment and contracting opportunities are provided to low- and very-low-income persons. Section 3 applies to all contracts awarded that exceed $100,000.

Definitions

A low- and very-low-income person who qualifies as a Section 3 Person is an individual who:

- resides in Kent County; and
- resides in public housing funded by the federal government; or
- receives housing assistance from the federal government; or
- resides in a household where the total household income is less than 50% of the area median income for Kent County using income limits provided by HUD.

A low- and very-low-income person who benefits or qualifies as a Section 3 Business is defined as:

- a business that is 51% or more owned by Section 3 persons; or
- a business where 30% of the permanent, fulltime employees are currently Section 3 persons or within three years of the date of first employment were Section 3 persons; or
- a business that commits to subcontract over 25% of the total contract award to businesses that meet the definition of a Section 3 business as described above.

Kent County is the Section 3 Business and Employment Project Area.

Compliance

Kent County certifies that it will, to the greatest extent feasible, comply with Section 3 requirements when awarding contracts for construction, non-construction, materials, and supplies.

Kent County will undertake the following steps when Section 3 applies:

1. Develop bid and solicitation documents which will identify Section 3 requirements and include the Section 3 Hiring Estimate Form which will be submitted with bid.
2. Advertise RFP/RFQ which will include the following statement, "Federal Section 3 hiring requirements apply to this project."

3. Notify local housing authority, County's housing office, job training services, and other related agencies of federally funded projects that may result in hiring in the near future.
4. Require bid submittals from Section 3 Businesses or from businesses using Section 3 Business subcontractors to include a Section 3 Business Certification form.
5. Insert Section 3 Clause in selected contractor's contract and include specific language to detail contractor's Section 3 intent related to new hires and/or Section 3 Businesses as subcontractors.
6. At pre-construction conference, explain Section 3 requirements including certification process prior to hiring. Provide contractor with Section 3 Self-Certification Forms to use when accepting applications for employment.
7. Require contractor to submit a list of all current employees who will work on the project.
8. Review and approval by grantee of Section 3 Self-Certification Form submitted by the contractor before a hire is made.
9. Review payroll records to document the participation of Section 3 hire(s) on the project.
10. Review payroll records to document the participation of Section 3 Business employees on the project.
11. At the completion of the work under the contract, complete CDBG Section 3 Tracking Form which documents Section 3 compliance.

The County will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST / WITNESS

Sondra M. Blackiston 3/26/24
Sondra M. Blackiston
Kent County Clerk

President Ronald H. Fithian
County Commissioners
of Kent County, Maryland

This Section 3 Plan is hereby adopted by the County Commissioners of Kent County on March 26, 2024. It is effective for a 3-year period until March 25, 2027.

KENT COUNTY, MARYLAND
FAIR HOUSING AND EQUAL OPPORTUNITY PLAN

As a recipient of federal Community Development Block Grant funds from the United States Department of Housing and Urban Development received through the State of Maryland, Kent County is required to comply with all federal statutes, regulations and Executive Orders relating to civil rights, fair housing, non-discrimination and equal opportunity. The County's compliance is not specific to the federally funded project or activity. The County must ensure that its administrative practices, policies and laws meet the intent of the statutes, regulations and Executive Orders.

Therefore, the Kent County commits to create an environment for its citizens where no one is excluded from participation or benefit due to their race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The denial of rights based on any of these protected classes is detrimental to the health, safety and welfare of the citizens and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Fair Housing
In accordance with the federal Civil Rights Act of 1968 (as amended), the federal Housing and Community Development Act of 1974 (as amended), and the Fair Housing Act of 1988, the County will promote through fair, orderly and lawful procedures, the opportunity for each person to obtain housing of such person's choice in this community without regard to race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion.

To the best of our ability, Kent County of will promote and encourage fair housing choice for all its residents. The County's administrative practices, policies and laws will attempt to prohibit:

- discrimination in the sale or rental of housing
- discrimination in housing financing
- discrimination in providing brokerage services
- unlawful intimidation

The County will accept complaints from any citizens who feel that they have been discriminated against related to their housing choices. The County will make an initial investigation and refer the complaint to the State or the federal housing departments.

For housing projects developed or assisted with federal funds, the County will ensure that its subrecipients and developers will comply with statutes, regulations and Executive Orders.

Equal Opportunity
In accordance with the federal Civil Rights Act of 1964 (as amended), no person in Kent County shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

The County will ensure that it will not discriminate in its procurement practices. The County's procurement policies allow for open and competitive bidding concerning all procured goods and services. When applicable, the County will solicit bids from minority- and women-owned businesses.

Affirmative Action Strategy

It is the policy of Kent County not to discriminate against any employee or any applicant for employment because of race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The County will take affirmative action to ensure that this policy includes but is not limited to the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training, layoff and termination. Additionally, the County will ensure that our contractors and subcontractors will not discriminate against any employee or applicant for employment.

Affirmatively Furthering Fair Housing

Kent County commits to affirmatively further fair housing in our community. Our programs will be administered in accordance with our efforts to provide a range of fair housing choices to our citizens.

To County will undertake the following activities on an annual basis:

- Adopt a Fair Housing Proclamation and celebrate April as Fair Housing Month

Excessive Force

The National Affordable Housing Act (NAHA) of 1990 (as amended) requires recipients of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development to protect individuals engaging in non-violent civil rights demonstrations. To that end, the County is required to develop and maintain a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations.

Kent County maintains a Sheriff's Office for the safety of its citizens. The County prohibits the use of excessive force by employees of the Sheriff's Office against anyone engaged in non-violent civil rights demonstrations. This is more defined in the County's "Use of Force" policy.

Limited English Proficiency (LEP)

Kent County recognizes that, as its population increases, its population now includes persons from other countries whose primary language is not English. To that end, the County will make efforts to identify various populations and to provide information to them in a language they understand.

- Currently, per the HUD Exchange AFFH Data and Mapping Tool, there are 315 Spanish speakers (1.65% of the population) 29 other Indo-European speakers (0.15%) and 11 Chinese speakers (0.06% of the population).
- Translation of County materials, as needed, into Spanish is available through the LMB.

Personnel Policies

Kent County's personnel policies are in compliance with all federal and State equal opportunity requirements. They are updated as requirements change.

Specifically, employees are notified of their rights, responsibilities and requirements of their specific jobs and as a representative of this County. The personnel policies provide information on compensation, leave, termination, grievances, benefits, sexual harassment, and employee reviews. The personnel policy also provides information about conflict of interest provisions related to contracting and procurement.

A full copy of the personnel policies may be obtained at the County Government Center during normal business hours. Arrangements may be made in advance by calling 410-778-7423 during business hours or by emailing wmackey@kentgov.org.

ATTEST / WITNESS

Sondra M. Blackiston 3/26/24
Kent County Clerk

President Ronald H. Fithian
County Commissioners
of Kent County, Maryland

This Fair Housing and Equal Opportunity Plan is hereby adopted by the County Commissioners of Kent County on March 26, 2024. It is effective for a 3-year period until March 25, 2027.

#7 - Bill Mackey, Director, Planning, Housing, and Zoning
3/26/2024
County Commissioners Meeting

Item Summary:
Planning and Zoning Fee Schedule Revision

ATTACHMENTS:

Description

Proposed Fee Schedule with changes highlighted

KENT COUNTY DEPARTMENT OF PLANNING & ZONING
County Government Center, 400 High Street, Chestertown, MD 21620
410-778-7423 – FAX 410-810-2932
FEE SCHEDULE – Effective July 1, 2023

RESIDENTIAL	
New Single-Family Dwellings	$0.15 per square foot, minimum of $215
Two Family Dwelling/Duplex (2 bedrooms)	$0.15 per square foot, minimum of $280 per unit Each additional bedroom $30
Townhouse/Condo (3 Bedrooms)	$0.15 per square foot, minimum of $235 -1st unit; each additional unit $85 Each additional bedroom $30
Multi-Family Dwelling (2 bedrooms)	$0.15 per square foot, minimum of $295.00 1st unit; each additional unit $80 Each additional bedroom $30
Additions/Decks/Porches/Breezeways/Renovations under 600 square feet	$100
Additions/Decks/Porches/Breezeways/Renovations over 600 square feet	$215
~~Accessory buildings – 200 sq. ft. or less~~	~~$25~~
Accessory buildings – ~~over 200 sq. ft.~~	$0.21 square foot, minimum of $85
Agricultural buildings – 500 sq. ft. or less	$25
Agricultural buildings – over 500 sq. ft	$50, provided the projects remain exempt from inspections
Boat Lift	$50
Dog Kennels-Private	$25
Fence	$25
Fireplace, Chimney (2 flues), Wood Stove	$70, each additional flue $14
Hunting Trailers	$25
Logging/Forest Harvest	$100 application & $20/acre review
Piers	$100
Satellite Dishes (with a diameter over 3 ft)	$25
Shore Erosion Control (bulkhead/retaining wall)	$300 ($150 application & $150 review)
Signs	$30
Solar Structures-up to 85 KW	$85
Solar Structures-over 85 KW	$1.00 per KW
Swimming Pools	$75
Tennis Courts/Spas/Hot tubs	$50
Underground Fuel Tanks	$25
Use Permits/Zoning Certificates	$35
Wind Turbines and Windmills - Small	$85
COMMERCIAL	
Commercial/Industrial-all projects	$.25 per square feet
Dog Kennels – Public	$35
Marinas	$20 per slip
New towers	Height of the tower times the base plus the square footage for the compound structure/s
Antennas	$85
Cabinets	$.15 per square foot, minimum of $85 for each cabinet
BUILDING PERMIT POLICIES	
Extension of Permit	no charge
Permit Revision	$25 per revision/amendment form plus $0.15 per square foot for any additional square
Refund- After 1st Inspection	No refund
Refund-Permit issued or under review	County retains 50% or minimum of $25, whichever is greater

NO REFUND WILL BE MADE AFTER TWO YEARS FROM DATE OF APPLICATION

SEDIMENT CONTROL INSPECTION *

Standard Sediment Control	$100	
Sediment Control – Engineered Plans	Project Cost	
	$0 – $499	$25.00
	$500 – $2,499	$50.00
	$2,500 – $25,999	3% of project cost
	$26,000 – $49,999	2% of project cost
	$50,000 – $74,999	1% of project cost
	Over $75,000	½% of project cost

* See Kent Soil and Water Conservation District Fee Schedule for Sediment Control Application and Review Fees

STORMWATER MANAGEMENT REVIEW-initial fee of $300 collected at time of application

Single-family Residential Dwelling (three-part review)	$900
New Commercial/Office	$4,500
Agricultural Buildings	$1,400
Formal Plan – Minor Subdivision or Site Plan	$1,800
Major Subdivision or Site Plan	Estimate upon request
Re-Review of Projects (if applicant requests changes in design)	25% of original

PLANNING AND ZONING

Adjustment of Lot Lines	$50
Road Waiver	$200
Minor Subdivision	$90 plus $50 per lot
Major Subdivision – Concept Plan	$200 plus $50 per lot
Major Subdivision – Preliminary Plan	$200 plus $75 per lot
Major Subdivision – Final Plan	$200 plus $25 per lot
Extension of Approvals	$200
Minor Site Plan	$50
Site Plan Review – Concept	$200 plus $25 per acre over 1 acre of disturbance
Site Plan Review – Preliminary	$200 plus $25 per acre over 1 acre of disturbance
Site Plan Review – Final	$200
Extension of Approvals	$200
Minor Amendments	$50
Major Amendments	$200
Administrative Review – Variances and Special Exceptions	$200
Board of Appeals – Variances and Special Exceptions	$350
Board of Appeals – Appeals of Zoning Administrator's Decision	$250
Zoning Text Amendments	$500
Zoning Map Amendments	$500
Growth Allocation	$500

#8 - Bill Mackey, Director, Planning, Housing, and Zoning
3/26/2024
County Commissioners Meeting

Item Summary:
Extension for CDBG MD-22-CD-1 for Housing Counselor services by MRDC

ATTACHMENTS:

Description

03.26.24 MD Community Dev. Block Grant Program, Amendment to Grant Agreement, Executed by DHCD and County Commissioners of Kent County, Agreement No. MD-22-CD-1 Dated 11.03.21

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AMENDMENT TO GRANT AGREEMENT

This amendment (the "Amendment") is entered into as of the date it is executed by DHCD (the "Effective Date") by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and COUNTY COMMISSIONERS OF KENT COUNTY, a political subdivision of the State of Maryland, hereinafter referred to as the "Grantee."

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number MD-22-CD-1 dated November 3, 2021 (the "Agreement"); and

WHEREAS, pursuant to Sections 6 and 16 of the Agreement, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

(1) The Project completion date set forth in section 6(b) of the Agreement shall be deleted, and August 31, 2024 shall be inserted in lieu thereof.

(2) The Project Implementation Schedule set forth on Exhibit C shall be deleted in entirety and replaced with the updated Project Implementation Schedule set forth on Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Project Implementation Schedule shall be resolved as set forth in Exhibit C-1.

(3) Except as set forth in this Amendment and the amended Exhibit referenced above, the provisions of the Agreement and the Exhibits thereto shall remain in full force and effect.

(4) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS our hands and seals, all as of the date first written above.

ATTEST:

Sandra M. Blackston
Name and Title 3/24/24
Sandra M. Blackston
Clerk

COUNTY COMMISSIONERS
OF KENT COUNTY

By: Ronnie Fithian (SEAL)
Ronald Fithian
President

WITNESS:

_____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
A principal department of the State
of Maryland

By:_____ (SEAL)
Jacob R. Day
Secretary

EFFECTIVE DATE:_____

Approved for form and legal sufficiency this ___ day of _____, 2023.

_____
Assistant Attorney General

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval Date:	August 24, 2021
Environmental Review:	To be completed and Release of Funds issued by November 7, 2021
Counseling:	On-going through completion
180 Day Expenditure Deadline:	A minimum of 5% of grant funds must be expended by February 20, 2022
Grant End Date:	August 31, 2023
Amended Grant End Date:	*August 31, 2024*

Chestertown Tea Party Festival, Inc., Beer, Wine, and Liquor, May 24-26 2024
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

2023 Special Class C (Per Diem) License Affidavit, Page 1 of Application - COVER PAGE

2024 PD-14 Chestertown Tea Party Festival, Inc., Beer, Wine, and Liquor, May 24, 2024, Application

2024 PD-15 Chestertown Tea Party Festival, Inc., Beer, Wine, and Liquor, May 25, 2024, Application

2024 PD-16 Chestertown Tea Party Festival, Inc., Beer, Wine, and Liquor, May 26, 2024, Application

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 keptat all times.

6. The application must be completed by three committee members; one member must be a Kent Countyresident.

7. License must be prominently displayed at the location where alcohol is being served. Failure to complywith 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 completedapplication.

Name of organization, club, etc. _____

Address _____

Name _____ _____

(Please Print) (Signature)

Phone #_____ Date _____

2024 PD-14

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 ( ) 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:

Chestertown Tea Party Festival, Inc.

Address PO Box 526, Chestertown, MD 21620

Type of Function Community Festival

Location of Function 100, 200, 300 Block of High, Wilmer Park, 100+200 Blocks of Cross

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? NO 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) May 24, 25, 26.
Begin at: 9am End at: 9pm and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 75) in payment for the license.

5/24/24 5-9pm Wilmer Park
5/25/24 9am-4pm Downtown
5/26/24 12pm-4pm Wilmer Park

Please Select One:
(✓) Pick Up
( ) Mail Permit (will be mailed to above address)

RECEIVED
MAR 15 2024
By LJC

9. Applicants

(1) Nerina Fleegle — 8853 Fairlee Rd Chestertown, MD
Name — Residence

12 years — Board Member — 7035990046 — N. Fleegle
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14 day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

(2) Monica Athey — 200 Washington Ave Chestertown MD
Name — Residence

10 years — Board Member — 201-783-6476
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared Monica Athey 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

(3) Louise Goddard — 21167 Kansas Ave Chestertown Md
Name — Residence

30 years — Board Treasurer — 443 480 1987
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 20 24, before the subscriber, a Notary of the State of Maryland, personally appeared Louise Goddard 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

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: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: [signature] PRINT NAME: Lawrence DiRe

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 14th day of March, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence DiRe and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

LYNDA L. THOMAS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

(SEAL)

[signature]
Exp 6.30.24

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 completedapplication.

Name of organization, club, etc. Chestertown Tea Party Festival Inc

Address PO Box 526, Chestertown, MD 21620

Name Nina Fleegle N. Fleegle
(Please Print) (Signature)

Phone # 410 778 2991 Date March 12, 2024

2024 PD-15

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 ( ) 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:

Chestertown Tea Party Festival, Inc.

Address PO Box 526, Chestertown, MD 21620

Type of Function Community Festival

Location of Function 100, 200, 300 Block of High, Wilmer Park, 100 + 200 Blocks of Cross

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? NO 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) May 24, 25, 26.
Begin at: 9am End at: 9pm and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 75) in payment for the license.

5/24/24 5-9pm Wilmer Park
5/25/24 9am-4pm Downtown
5/26/24 12pm-4pm Wilmer Park

Please Select One:
(✓) Pick Up
( ) Mail Permit (will be mailed to above address)

RECEIVED
MAR 15 2024
By LJC

9. Applicants

(1) Nerina Fleegle — 8853 Fairlee Rd Chestertown, MD
Name — Residence

12 years — Board Member — 7035990046 — N. Fleegle
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

---

(2) Monica Athey — 200 Washington Ave Chestertown MD
Name — Residence

10 years — Board Member — 201-783-6476
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Monica Athey 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

---

(3) Louise Goddard — 21167 Kansas Ave Chestertown MD
Name — Residence

30 years — Board Treasurer — 443 480 1987
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Louise Goddard 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

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: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: L. DiRe PRINT NAME: Lawrence DiRe

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 14th day of March, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence DiRe and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

LYNDA L. THOMAS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

(SEAL)

Lynda L. Thomas
Exp 6.30.24

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 completedapplication.

Name of organization, club, etc. Chestertown Tea Party Festival Inc

Address PO Box 526, Chestertown, MD 21620

Name Nina Fleegle N. Fleegle
(Please Print) (Signature)

Phone # 410 778 2991 Date March 12, 2024

2024 PD-16

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 ( ) 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:

Chestertown Tea Party Festival, Inc.

Address PO Box 526, Chestertown, MD 21620

Type of Function Community Festival

Location of Function 100, 200, 300 Block of High, Wilmer Park, 100 + 200 Blocks of Cross

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? NO 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) May 24, 25, 26.
Begin at: 9am End at: 9pm and the applicant tenders herewith the sum of ($ 25 Per Diem) ($ 75) in payment for the license.

5/24/24 5-9pm Wilmer Park
5/25/24 9am-4pm Downtown
5/26/24 12pm-4pm Wilmer Park

Please Select One:
(✓) Pick Up
( ) Mail Permit (will be mailed to above address)

RECEIVED
MAR 15 2024
By LJC

9. Applicants

(1) Nerina Fleegle — 8853 Fairlee Rd Chestertown, MD
Name — Residence

12 years — Board Member — 7035990046 — N. Fleegle
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14 day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

(2) Monica Athey — 200 Washington Ave Chestertown MD
Name — Residence

10 years — Board Member — 201-783-6476
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared Monica Athey 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

(SEAL)

(3) Louise Goddard — 21167 Kansas Ave Chestertown MD
Name — Residence

30 years — Board Member — 443 480 1987
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12 day of March, 20 24, before the subscriber, a Notary of the State of Maryland, personally appeared Louise Goddard 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.

Tammy Lynn Rigoli
NOTARY PUBLIC
QUEEN ANNE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES July 21, 2026

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: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: [signature] PRINT NAME: Lawrence DiRe

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 14th day of March, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence DiRe and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

LYNDA L. THOMAS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

(SEAL)

[signature]
Exp 6.30.24

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 completedapplication.

Name of organization, club, etc. Chestertown Tea Party Festival Inc

Address PO Box 526, Chestertown, MD 21620

Name Nina Fleegle N. Fleegle
(Please Print) (Signature)

Phone # 410 778 2991 Date March 12, 2024

Thomas N. Yeager, County Attorney
3/26/2024
County Commissioners Meeting

Item Summary:
Public Hearing Protocol

ATTACHMENTS:
Description

Jamie Williams, Director, Economic and Tourism Development
3/26/2024
County Commissioners Meeting

Item Summary:
Code Home Rule Bill No. 3-2024, Short-Term Rental Tax

ATTACHMENTS:

Description

03.26.24 CHR 3-2024 Short-Term Rental Tax Cover Sheet, Public Hearing

03.26.24 Public Hearing Testimony Log CHR 3-2024

CHR Bill No. 3-2024 Short-Term Rental Tax, Public Hearing Notice

CHR Bill No. 3-2024 Short-Term Rental Tax DRAFT Legislation

Kent County
MARYLAND

Department of Economic and Tourism Development

CHR Bill 3-2024 Short-Term Rental Tax Public Hearing

TESTIMONY LOG

PUBLIC HEARING

March 26, 2024

CODE HOME RULE 3-2024
SHORT-TERM RENTAL TAX

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME - **Please Print**

1. James Saunders – declined *
2. Mike WAAL – declined *
3. Signed up to speak at public comment
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.

18._____

19._____

20._____

21._____

22._____

23._____

24._____

25._____

26._____

27._____

28._____

29._____

30._____

31._____

32._____

33._____

34._____

35._____

36._____

37._____

38._____

39._____

40._____

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

March 5, 2024
Legislative Session Day

Legislative Session Day
March 5, 2024

CODE HOME RULE
BILL NO. 3-2024

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

AN ACT concerning Chapter 152 Taxation, Article III Hotel Rental Tax. For the purpose of ensuring equal treatment of all transient lodging including short-term rentals. By repealing Chapter 152 Taxation, Article III Hotel Rental Tax, and reenacting with amendments Chapter 152 Taxation, Article III Short-Term Rental Tax herein.

A hearing will be held on March 26, 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, March 22, 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 03/07/24, 03/14/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 5, 2024
Legislative Session Day

Legislative Session Day
March 5, 2024

CODE HOME RULE
BILL No. 3-2024

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

AN ACT concerning Chapter 152 Taxation, Article III Hotel Rental Tax.

FOR the purpose of ensuring equal treatment of all transient lodging including short-term rentals.

BY repealing Chapter 152 Taxation, Article III Hotel Rental Tax, and reenacting with amendments Chapter 152 Taxation, Article III Short-Term Rental Tax herein.

THE COUNTY COMMISSIONERS OF KENT COUNTY

_____

Ronald H. Fithian, President

INTRODUCED, read first time, March 5, 2024, ordered posted and public hearing scheduled on March 26, 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 March 26, 2024. Reported favorably [with] [without] amendments; read second time and ordered to be considered on April 2, 2024, a legislative session day.

DRAFT

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

A BILL ENTITLED CHR 3-2024 SHORT-TERM RENTAL TAX

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152, Taxation is hereby amended by repealing Chapter 152 Taxation, Article III Hotel Rental Tax, and reenacting with amendments Chapter 152 Taxation, Article III Short-Term Rental Tax herein.

ARTICLE III
~~Hotel~~ **SHORT-TERM** Rental Tax

§ 152-16 Establishment **AND DEFINITIONS.**

The Board of County Commissioners may impose, by resolution, a tax on a transient charge paid to a ~~hotel~~ **SHORT-TERM RENTAL** located in Kent County as authorized by and consistent with the provisions of the Annotated Code of Maryland, ~~Article 24, Title 9, Subtitle 3, Part I~~ **LOCAL GOVERNMENT ARTICLE § 20-403**.

AS USED IN THIS ARTICLE, THE FOLLOWING WORDS HAVE THE MEANING INDICATED:

A. "SHORT-TERM RENTAL" MEANS AN ESTABLISHMENT THAT OFFERS SLEEPING ACCOMMODATIONS FOR COMPENSATION AS DEFINED IN THE ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT ARTICLE § 20-401 AND 152-16 OF THIS CODE.

1. "SHORT-TERM RENTAL" INCLUDES, BUT IS NOT LIMITED TO:

(A) AN APARTMENT;
(B) A COTTAGE;
(C) A HOSTELRY;
(D) A HOTEL
(E) AN INN;
(F) A MOTEL;
(G) A ROOMING HOUSE;
(H) A TOURIST HOME;
(I) A RESIDENTIAL RENTAL, INCLUDING THOSE FACILITATED BY A HOSTING PLATFORM OR BOOKING SERVICE, OR
(J) AN OUTDOOR RETREAT

B. "SHORT-TERM RENTAL TAX" MEANS A TAX ON A TRANSIENT CHARGE.

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

C. "TRANSIENT CHARGE" MEANS A CHARGE FOR SLEEPING ACCOMMODATIONS FOR A PERIOD NOT EXCEEDING 4 CONSECUTIVE MONTHS BUT DOES NOT INCLUDE ANY CHARGE FOR SERVICES OR ACCOMMODATIONS OTHER THAN SLEEPING ACCOMMODATIONS.

D. "OWNER OR OPERATOR" MEANS A PERSON WHO POSSESSES OR HAS AN OWNERSHIP INTEREST IN A SHORT-TERM RENTAL OR IS ENGAGED IN THE BUSINESS OF OPERATING SHORT-TERM RENTALS.

E. "COLLECTING AUTHORITY" MEANS THE COUNTY CHIEF FINANCE OFFICER.

F. "COUNTY" MEANS KENT COUNTY, MARYLAND, OR THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND.

§ 152-17 Payment; collection**;** ~~distribution~~ **RETURN.**

~~The procedures set forth in § 9-301 et seq of Article 24 of the Annotated Code of Maryland shall be followed. These provisions control the payment, collection, and the distribution of the taxes so collected.~~

THE FOLLOWING PROCEDURES CONSISTENT WITH § 20-406 *ET SEQ*. OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND SHALL BE FOLLOWED.

A. THE SHORT-TERM RENTAL, OWNER, OR OPERATOR SHALL GIVE A PERSON WHO IS REQUIRED TO PAY A TRANSIENT CHARGE A BILL THAT IDENTIFIES THE TRANSIENT CHARGE AS A SEPARATE ITEM FROM ANY OTHER CHARGE AND COLLECT THE SHORT-TERM RENTAL TAX FROM THE PERSON WHO PAYS THE TRANSIENT CHARGE.

B. A PERSON SHALL PAY THE SHORT-TERM RENTAL TAX TO THE SHORT-TERM RENTAL, OWNER, OR OPERATOR WHEN THE PERSON PAYS THE TRANSIENT CHARGE.

C. THE SHORT-TERM RENTAL TAX SHALL BE HELD IN TRUST BY THE SHORT-TERM RENTAL, OWNER, OR OPERATOR UNTIL REMITTED TO THE COUNTY AS REQUIRED BY THIS ARTICLE.

D. A SHORT-TERM RENTAL, OWNER, OR OPERATOR SHALL COMPLETE, SIGN, AND FILE A SHORT-TERM RENTAL TAX REPORT, ON THE FORM AND IN THE MANNER THE COUNTY REQUIRES AND REMIT THE FULL TAX DUE ON OR BEFORE THE 21ST DAY OF EACH MONTH FOR THE PRECEDING MONTH.

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.
~~Strike through~~ indicates matter deleted from existing law.

E. THE REMITTER OF THE SHORT-TERM RENTAL TAX, FOR ADMINISTRATIVE COSTS, MAY RETAIN 1.5% OF THE GROSS AMOUNT OF SHORT-TERM RENTAL TAX COLLECTED IF, ON OR BEFORE THE DUE DATE, THE SHORT-TERM RENTAL:

1. FILES A COMPLETED SHORT-TERM RENTAL TAX REPORT; AND

2. PAYS THE SHORT-TERM RENTAL TAX TO THE COUNTY.

F. IF A SHORT-TERM RENTAL, OWNER, OR OPERATOR FAILS TO PAY THE SHORT-TERM RENTAL TAX AS REQUIRED ABOVE, THE SHORT-TERM RENTAL, OWNER, OR OPERATOR SHALL PAY 0.5% INTEREST ON THE UNPAID TAX FROM THE DATE WHICH THE TAX WAS DUE UNTIL THE DATE THE TAX IS PAID.

G. IF A SHORT-TERM RENTAL, OWNER, OR OPERATOR FAILS TO PAY THE SHORT-TERM RENTAL TAX WITHIN 1 MONTH AFTER THE PAYMENT IS DUE, THE SHORT-TERM RENTAL, OWNER, OR OPERATOR SHALL PAY A TAX PENALTY OF 10% OF THE UNPAID TAX.

§ 152-18 ~~Disposition of~~ revenue **DISTRIBUTION AND OTHER REGULATIONS.**

~~All revenue generated to the county by this tax is to be used exclusively for economic development and tourism efforts on behalf of Kent County.~~

A. ALL REVENUE GENERATED BY THE SHORT-TERM RENTAL TAX SHALL BE DISTRIBUTED BY THE 30TH DAY OF THE CALENDAR MONTH AS FOLLOWS:

1. FOR A SHORT-TERM RENTAL PROPERTY LOCATED IN A MUNICIPALITY:

(A) 10% TO THE GENERAL FUND OF THE COUNTY FOR THE ADMINISTRATIVE COSTS OF COLLECTION OF THE TAX; AND

(B) 90% TO THE MUNICIPALITY IN WHICH THE SHORT-TERM RENTAL PROPERTY IS LOCATED.

2. FOR A SHORT-TERM RENTAL PROPERTY LOCATED OUTSIDE OF THE CORPORATE BOUNDARIES OF A MUNICIPALITY: 100% TO THE GENERAL FUND OF THE COUNTY.

B. THE COUNTY COMMISSIONERS MAY ADOPT REGULATIONS CONSISTENT WITH TITLE 20 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND TITLE 11 OF THE TAX-GENERAL ARTICLE OF THE ANNOTATED CODE OF MARYLAND, TO PROVIDE ORDERLY, SYSTEMATIC, AND THOROUGH ADMINISTRATION OF THE SHORT-TERM RENTAL TAX.

C. SHORT-TERM RENTALS AS DEFINED ABOVE IN § 152-16 A. 1., SHALL BE IN COMPLIANCE WITH ALL COUNTY AND MUNICIPAL REGULATIONS, LICENSING, AND ORDINANCES, WHERE APPLICABLE, TO INCLUDE BUT NOT LIMITED TO MEMORANDUMS OF UNDERSTANDING, FEE STRUCTURES, ADOPTED REGULATIONS, AND LAND USE ORDINANCE(S).

SECTION 2. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the **1st day of July 2024.**

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.

DRAFT

Jamie Williams, Director, Economic and Tourism Development
3/26/2024
County Commissioners Meeting

Item Summary:
Memorandums Of Understanding

ATTACHMENTS:

Description

03.26.24 Memorandum of Understanding By and Between County Commissioners and Town of Betterton, Replacement MOU for Short-Term Rental Tax Collection Services

03.26.24 Memorandum of Understanding By and Between County Commissioners and Town of Chestertown, Replacement MOU for Short-Term Rental Tax Collection Services

03.26.24 Memorandum of Understanding By and Between County Commissioners and Town of Galena, Replacement MOU for Short-Term Rental Tax Collection Services

03.26.24 Memorandum of Understanding By and Between County Commissioners and Town of Millington, Replacement MOU for Short-Term Rental Tax Collection Services

03.26.24 Memorandum of Understanding By and Between County Commissioners and Town of Rock Hall, Replacement MOU for Short-Term Rental Tax Collection Services

Memorandum of Understanding

This Memorandum of Understanding (MOU) dated this 26 day of March, 2024 represents a collaborative agreement between **The County Commissioners of Kent County (the "County")** and the **Mayor & Council of Betterton (the "Town")** to update identification, monitoring, payment, collection, and distribution of short-term rental tax collected within the town limits as outlined in the Annotated Code of Maryland - Local Government, Division IV; Local Finance, Title 20; Taxes and Development Impact Fees, Subtitle 4; Hotel Rental Taxes, Part I; County Hotel Rental Taxes §§ 20-401 - 20-430 and the Kent County Code of Public Laws Chapter 152, Article III Short Term Rental Tax.

This agreement shall supersede and replace all prior agreements, promises, and understanding, oral and written, between the County and the Town relating to the short-term (a.k.a. hotel) rental tax. This includes but is not limited to MOUs dated February 2004 and October 2009.

Kent County Commissioners agree to:

- Acquire and administer software to identify, monitor, and create a tax collection portal for short-term rental properties within the Town limits.
- Collect and remit short-term rental taxes, less an administrative fee to the Town by the 30th of the month.
- Provide compliance and tax collection reports to the Town by the 30th of the month.
- Allow the Town to utilize the County's software for their short-term rental processes (licensing, registration, etc.) if they bear the additional software cost.

The Mayor & Council of Betterton agree to:

- Update the short-term rental process on the Town webpage to reflect the current County short-term rental process and State & County codes.

The Kent County Commissioners and The Mayor & Council of Betterton agree to:

- Each be responsible for the enforcement of regulations, licenses, and ordinances specific to their own jurisdictions.
- Have the County retain 10% of the short-term rental tax collections as an administrative fee.

[signatures to follow on page 2]

ATTEST:

Sondra M. Blackiston, Clerk 3/26/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

WITNESS:

Sheila Dlugoborski, Town Clerk

MAYOR & COUNCIL OF BETTERTON

Don Sutton, Mayor

Bill Fracassi, Council Member

Dr. Harry Marcy, Council Member

Bob Pyfer, Council Member

Wayne Gilchrest, Council Member

Effective Date: July 1, 2024

Memorandum of Understanding

This Memorandum of Understanding (MOU) dated this 26 day of March, 2024 represents a collaborative agreement between **The County Commissioners of Kent County (the "County")** and the **Mayor & Council of Chestertown (the "Town")** to update identification, monitoring, payment, collection, and distribution of short term rental tax collected within the town limits as outlined in the Annotated Code of Maryland - Local Government, Division IV; Local Finance, Title 20; Taxes and Development Impact Fees, Subtitle 4; Hotel Rental Taxes, Part I; County Hotel Rental Taxes §§ 20-401 - 20-430 and the Kent County Code of Public Laws Chapter 152, Article III Short Term Rental Tax.

This agreement shall supersede and replace all prior agreements, promises, and understanding, oral and written, between the County and the Town relating to the short-term (a.k.a. hotel) rental tax. This includes but is not limited to MOUs dated September 2004 and October 2009.

Kent County Commissioners agree to:

- Acquire and administer software to identify, monitor, and create a tax collection portal for short term rental properties within the Town limits.
- Collect and remit short-term rental taxes, less an administrative fee to the Town by the 30th of the month.
- Provide compliance and tax collection reports to the Town by the 30th of the month.
- Allow the towns to utilize the County's software for their short-term rental processes (licensing, registration, etc.) if they bear the additional software cost.

The Mayor & Council of Chestertown agree to:

- Update the short-term rental process on the Town webpage to reflect the current County short term rental process and State & County codes.

The Kent County Commissioners and The Mayor & Council of Chestertown agree to:

- Each be responsible for the enforcement of regulations, licenses, and ordinances specific to their own jurisdictions.
- Have the County retain 10% of the short-term rental tax collections as an administrative fee.

[signatures to follow on page 2]

ATTEST:

Sondra M. Blackiston, Clerk 3/24/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

WITNESS:

Lynda Thomas, Clerk

MAYOR & COUNCIL OF CHESTERTOWN

David Foster, Mayor

Tim O'Brien, Council Member

Thomas A. Herz, Jr. Council Member

Meghan E. Efland, Council Member

Jose Medrano, Council Member

Effective Date: July 1, 2024

Memorandum of Understanding

This Memorandum of Understanding (MOU) dated this 26 day of March, 2024 represents a collaborative agreement between **The County Commissioners of Kent County (the "County")** and the **Mayor & Council of Galena (the "Town")** to update identification, monitoring, payment, collection, and distribution of short-term rental tax collected within the town limits as outlined in the Annotated Code of Maryland - Local Government, Division IV; Local Finance, Title 20; Taxes and Development Impact Fees, Subtitle 4; Hotel Rental Taxes, Part I; County Hotel Rental Taxes §§ 20-401 - 20-430 and the Kent County Code of Public Laws Chapter 152, Article III Short Term Rental Tax.

This agreement shall supersede and replace all prior agreements, promises, and understanding, oral and written, between the County and the Town relating to the short-term (a.k.a. hotel) rental tax. This includes but is not limited to MOUs dated April 2008.

Kent County Commissioners agree to:

- Acquire and administer software to identify, monitor, and create a tax collection portal for short-term rental properties within the Town limits.
- Collect and remit short-term rental taxes, less an administrative fee to the Town by the 30th of the month.
- Provide compliance and tax collection reports to the Town by the 30th of the month.
- Allow the Town to utilize the County's software for their short-term rental processes (licensing, registration, etc.) if they bear the additional software cost.

The Mayor & Council of Galena agree to:

- Update the short-term rental process on the Town webpage to reflect the current County short-term rental process and State & County codes.

The Kent County Commissioners and The Mayor & Council of Galena agree to:

- Each be responsible for the enforcement of regulations, licenses, and ordinances specific to their own jurisdictions.
- Have the County retain 10% of the short term rental tax collections as an administrative fee.

[signatures to follow on page 2]

ATTEST:

Sondra M. Blackiston, Clerk 3/26/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

WITNESS:

Caitlyn Smith, Town Clerk

MAYOR & COUNCIL OF GALENA

John T. Carroll, Jr., Mayor

Sarah E. Merrell, Council Member

Justinian M. Dispenza, Council Member

Tyler J. Carpenter, Council Member

Cheryl Richwine, Council Member

Effective Date: July 1, 2024

Memorandum of Understanding

This Memorandum of Understanding (MOU) dated this 26 day of March, 2024 represents a collaborative agreement between **The County Commissioners of Kent County (the "County")** and the **Mayor & Council of Millington (the "Town")** to update identification, monitoring, payment, collection, and distribution of short-term rental tax collected within the town limits as outlined in the Annotated Code of Maryland - Local Government, Division IV; Local Finance, Title 20; Taxes and Development Impact Fees, Subtitle 4; Hotel Rental Taxes, Part I; County Hotel Rental Taxes §§ 20-401 - 20-430 and the Kent County Code of Public Laws Chapter 152, Article III Short Term Rental Tax.

This agreement shall supersede and replace all prior agreements, promises, and understanding, oral and written, between the County and the Town relating to the short-term (a.k.a. hotel) rental tax. This includes but is not limited to MOUs dated June 2008.

Kent County Commissioners agree to:

- Acquire and administer software to identify, monitor, and create a tax collection portal for short-term rental properties within the Town limits.
- Collect and remit short-term rental taxes, less an administrative fee to the Town by the 30th of the month.
- Provide compliance and tax collection reports to the Town by the 30th of the month.
- Allow the Town to utilize the County's software for their short-term rental processes (licensing, registration, etc.) if they bear the additional software cost.

The Mayor & Council of Millington agree to:

- Update the short-term rental process on the Town webpage to reflect the current County short-term rental process and State & County codes.

The Kent County Commissioners and The Mayor & Council of Millington agree to:

- Each be responsible for the enforcement of regulations, licenses, and ordinances specific to their own jurisdictions.
- Have the County retain 10% of the short term rental tax collections as an administrative fee.

[signatures to follow on page 2]

ATTEST:

Sondra M. Blackiston, Clerk 3/26/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

WITNESS:

Jo Manning, Town Clerk

MAYOR & COUNCIL OF MILLINGTON

Kevin Hemstock, Mayor

Michelle Holland, Council Member

Absent

Mark Linton, Council Member

Absent

Zita Seals, Council Member

Wayne Starkey, Council Member

Effective Date: July 1, 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), dated this 26 day of March, 2024 represents a collaborative agreement between **The County Commissioners of Kent County (the "County")** and the **Town of Rock Hall (the "Town")** to update identification, monitoring, payment, collection, and distribution of short-term rental tax collected within the Town limits as set forth in Title 20 (Taxes and Development Impact Fees), Subtitle 4 (Hotel Rental Taxes), Part I (County Hotel Rental Taxes), §§ 20-401, et seq., of the Local Government Article of the Annotated Code of Maryland and the Kent County Code of Public Laws Chapter 152, Article III Short Term Rental Tax.

This MOU shall supersede and replace all prior agreements, promises, and understandings, oral and written, between the County and the Town relating to the short-term (a.k.a. hotel) rental tax. This includes but is not limited to MOUs dated June 2008.

The County agrees to:

- Acquire and administer software to identify, monitor, and create a tax collection portal for short-term rental properties within the Town limits.
- Collect and remit short-term rental taxes, less an administrative fee as set forth below, to the Town by the 30th of each month.
- Provide compliance and tax collection reports to the Town by the 30th of each month.
- Allow the Town to utilize the County's software for their short-term rental processes (licensing, registration, etc.) if they bear the additional software cost.

The Town agrees to:

- Update the short-term rental process on the Town webpage to reflect the current County short-term rental process, State law, and County Code.

The County and the Town agree to:

- Each be responsible for the enforcement of regulations, licenses, and ordinances specific to their respective jurisdictions.
- Have the County retain 10% of the short term rental tax collections as an administrative fee.

SIGNATURES FOLLOW ON THE NEXT PAGE

ATTEST:

Sondra M. Blackiston, Clerk 3/26/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

John F. Price, Member

Albert H. Nickerson, Member

ATTEST:

Robert S. Resele, Town Manager

TOWN OF ROCK HALL

James Cook, Mayor

Carolyn Jones, Vice Mayor

Eleanor Collyer, Council Member

Tim Edwards, Council Member

Richard Seewald, Council Member

Effective Date: July 1, 2024

Ken Kozel, CEO, University of MD Shore Regional Health
3/26/2024
County Commissioners Meeting

Item Summary:
Community Update

ATTACHMENTS:

Description

Kent County Commisioners Update 032624

UNIVERSITY of MARYLAND
SHORE REGIONAL
HEALTH

Transforming Health Care on Maryland's Rural Mid-Shore

UM Shore Regional Health - Regional Medical Center Update

Kent County Commissioners Meeting

March 26, 2024

compassion | discovery | excellence | diversity | integrity

Today's Agenda

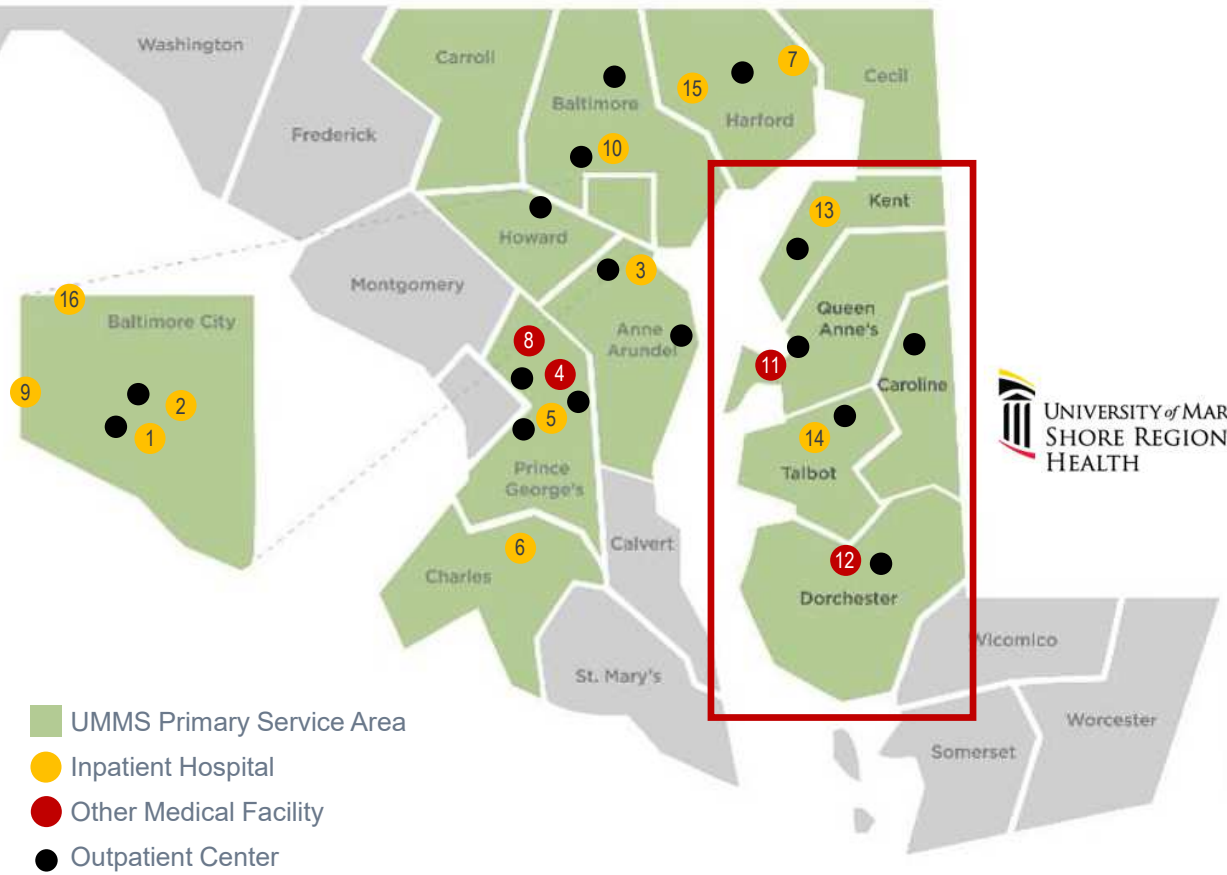
- The Status of Rural Healthcare in America Today
- The University of Maryland Medical System
  - UM Shore Regional Health
  - Defining Rural on Maryland's Mid-Shore
- Transforming the Mid-Shore Care Delivery Model – Today's View
  - Mid-Shore Comprehensive Care Delivery Plan
  - Advancing Care Through Partnerships
  - Enhancing Care and Services on the Mid-Shore
- The Shore Regional Medical Center – The Next Part of Our Journey

The Status of Rural Healthcare in America Today

- 191 Rural Hospitals have closed or converted their facilities since 2005
    - 37 rural hospital closures since 2020
- Half of all rural hospitals have negative operating margins
- Since 2011 – More than 260 hospitals have stopped offering Obstetrical Services
- Since 2014 – More than 382 rural hospitals have stopped providing Chemotherapy Services
- Today – more than 600 rural hospitals are at risk of closing – largely due to financial pressures – according to the Center for Healthcare Quality and Payment Reform

UM Shore Regional Health (UM SRH) is a Member Organization of the University of Maryland Medical System (UMMS)

1. UMMC Downtown Campus
2. UMMC Midtown Campus
3. UM Baltimore Washington Medical Center
4. UM Bowie Health Center
5. UM Capital Region Medical Center
6. UM Charles Regional Medical Center
7. UM Harford Memorial Hospital
8. UM Laurel Medical Center
9. UM Rehabilitation & Orthopedic Institute
10. UM St. Joseph Medical Center
11. UM Shore Emergency Center at Queenstown
12. UM Shore Medical Center at Cambridge
13. UM Shore Medical Center at Chestertown
14. UM Shore Medical Center at Easton
15. UM Upper Chesapeake Medical Center
16. Mt. Washington Pediatric Hospital
    Joint Venture by UMMS and JHHS

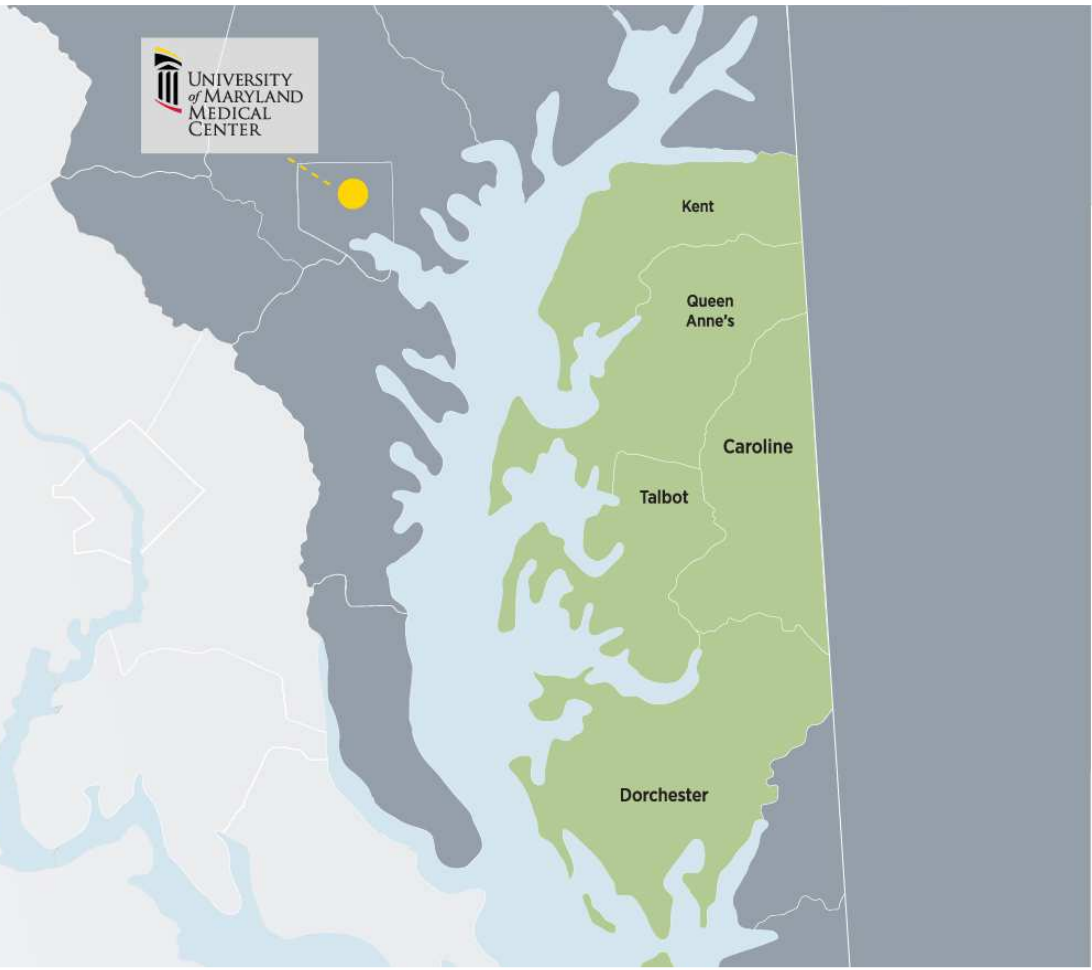


UNIVERSITY of MARYLAND SHORE REGIONAL HEALTH

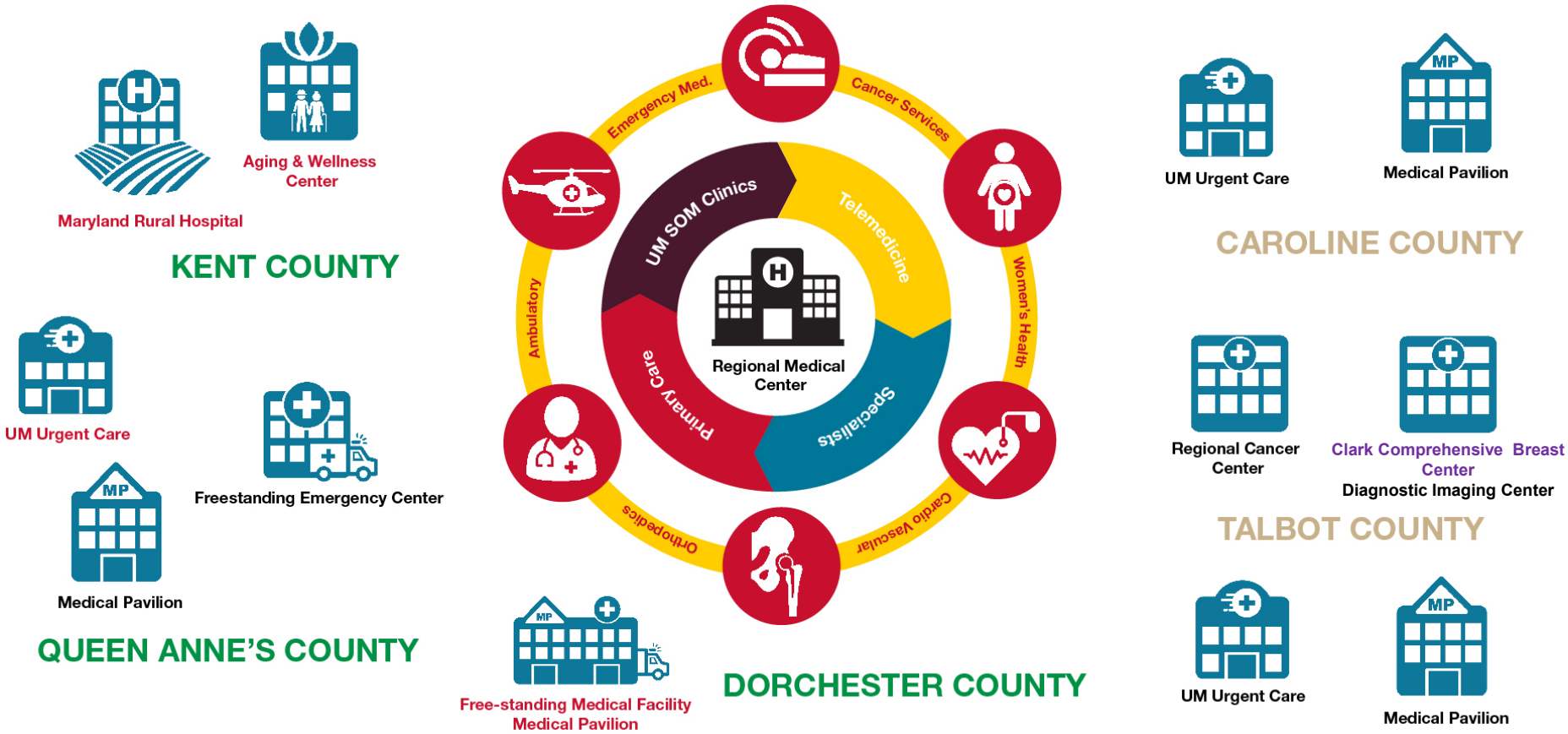
UM SRH Primary Service Area
2,000 square miles, Population 172,000

Mid-Shore County	Population*
Kent	19,198
Queen Anne's	49,874
Caroline	33,293
Talbot	37,526
Dorchester	32,531
Totals	**172,422**

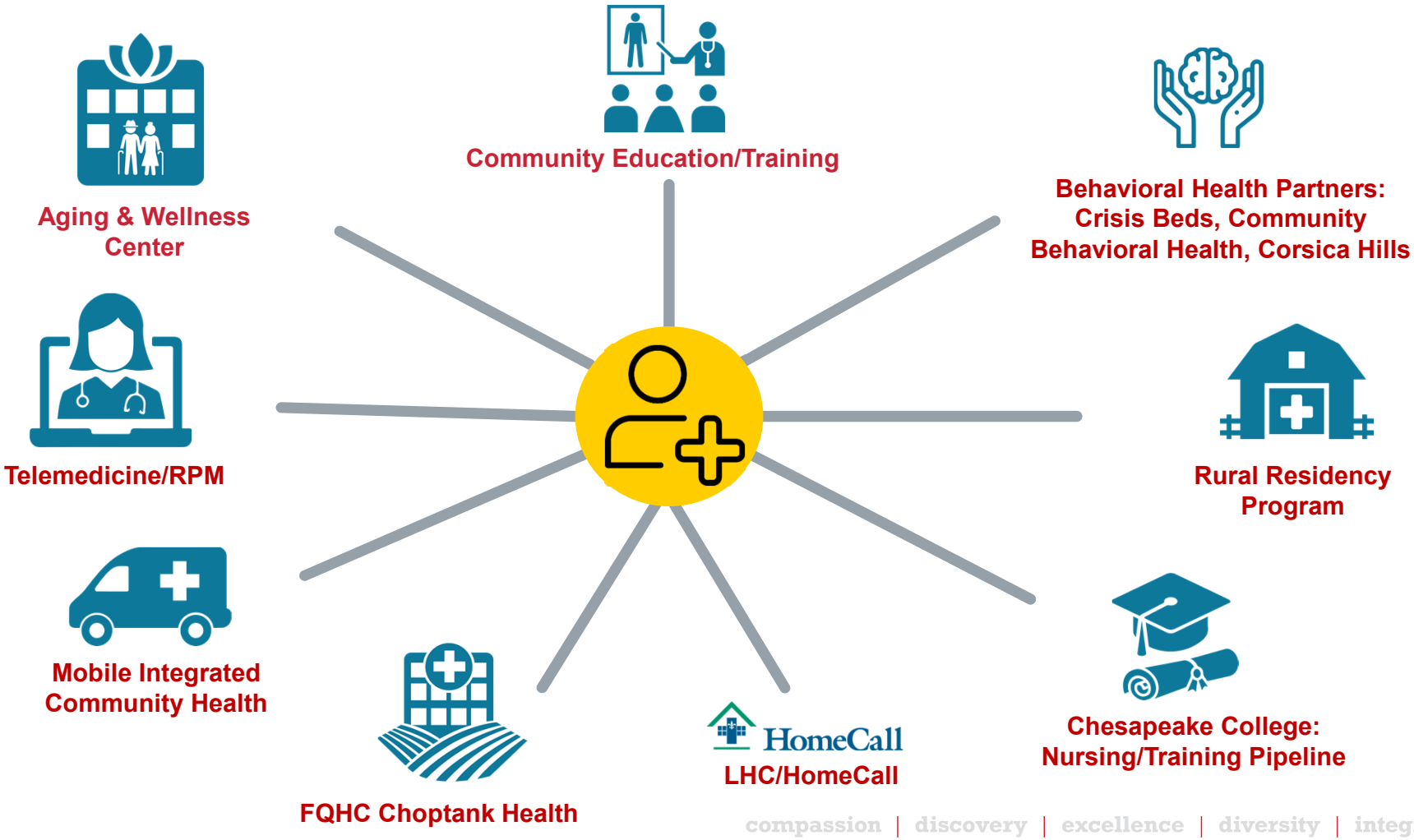
**2016-2020 Census Bureau Report*



Mid-Shore Comprehensive Health Care Delivery Plan



Advancing Care Through Partnerships



Enhancing Services at UM SRH

- Primary Care
  - Establishing residency programs with University of Baltimore and UM School of Medicine
  - Hiring additional physicians and nurse practitioners for the Mid-Shore
- Geriatrics –providers who specialize in the unique needs of our elderly population
- Women's Health
  - 24/7/365 OB Hospitalists on-site
  - 24/7/365 Anesthesia on-site
  - 24/7/365 Pediatric Hospitalists on-site
  - OB/GYN Maternal Fetal Medicine specialist
- Cancer Care
  - GYN Oncologist
  - Affiliation with Greenebaum Comprehensive Cancer Center
- Neurosciences Movement Disorder / Memory Care Clinic
- Vascular Services

UNIVERSITY of MARYLAND
SHORE REGIONAL
HEALTH

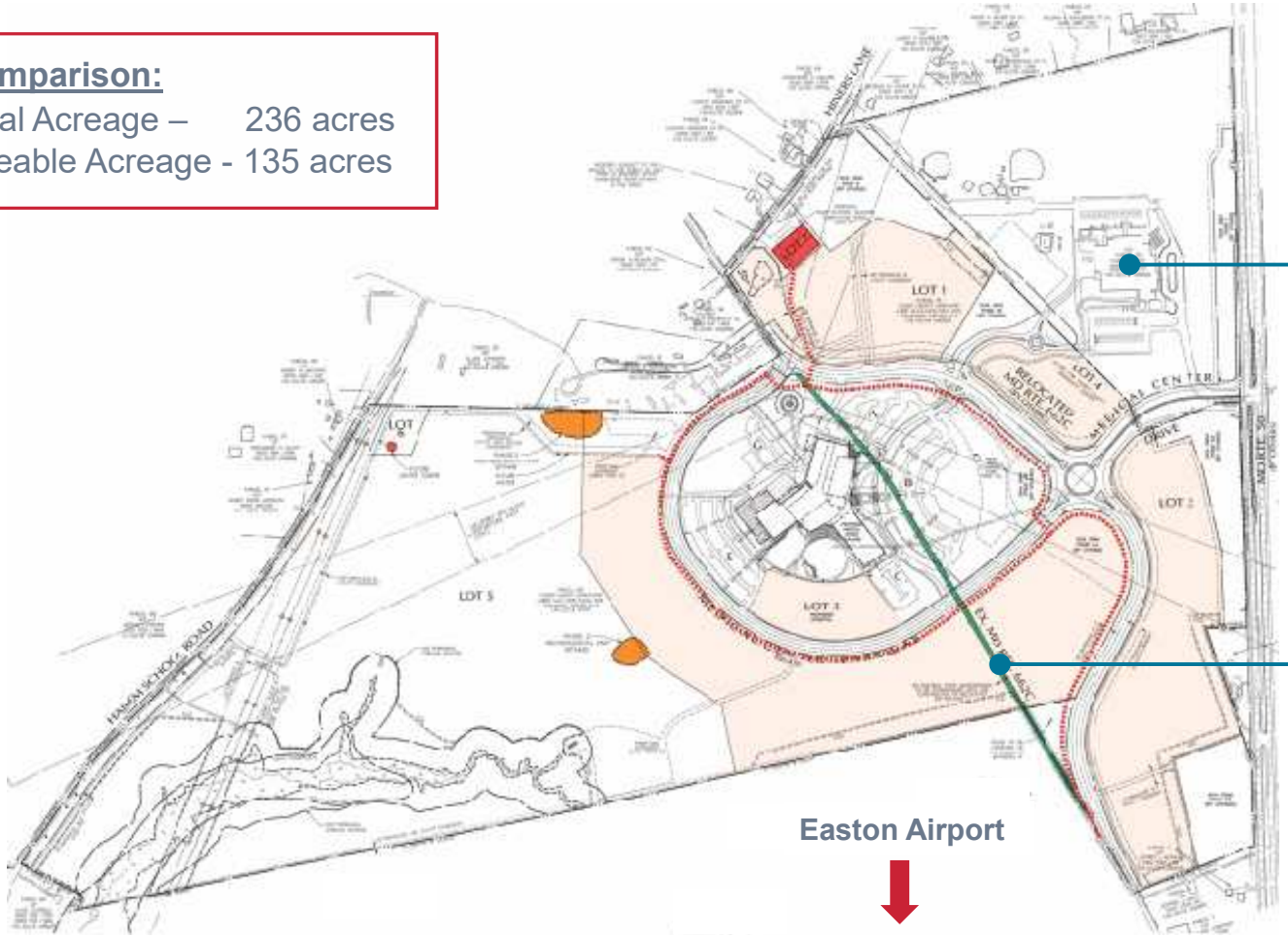
Shore Regional Medical Center

Location, Size, Board Approval and Timeline

compassion | discovery | excellence | diversity | integrity

Draft Site Plan: Easton Regional Medical Center

Comparison:
Total Acreage – 236 acres
Useable Acreage - 135 acres

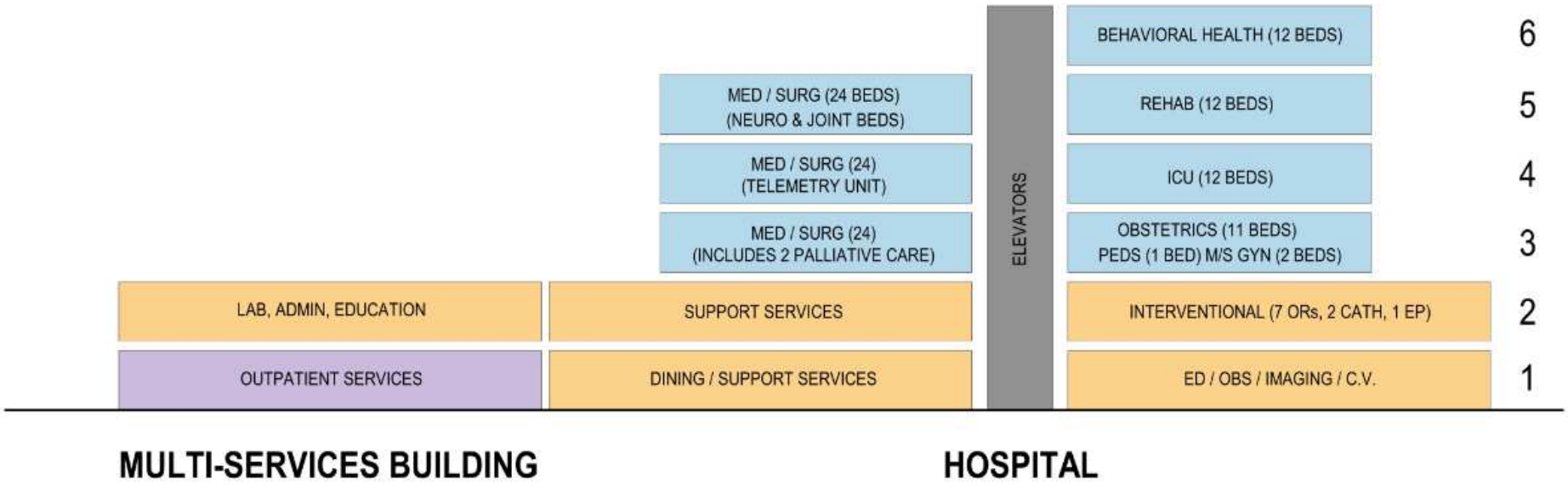


Talbot County Community Center

Existing MD 662C

Easton Airport

Regional Medical Center: Facility Design



UM Shore Regional Medical Center
Licensed Bed Change – Proposed in CON Application

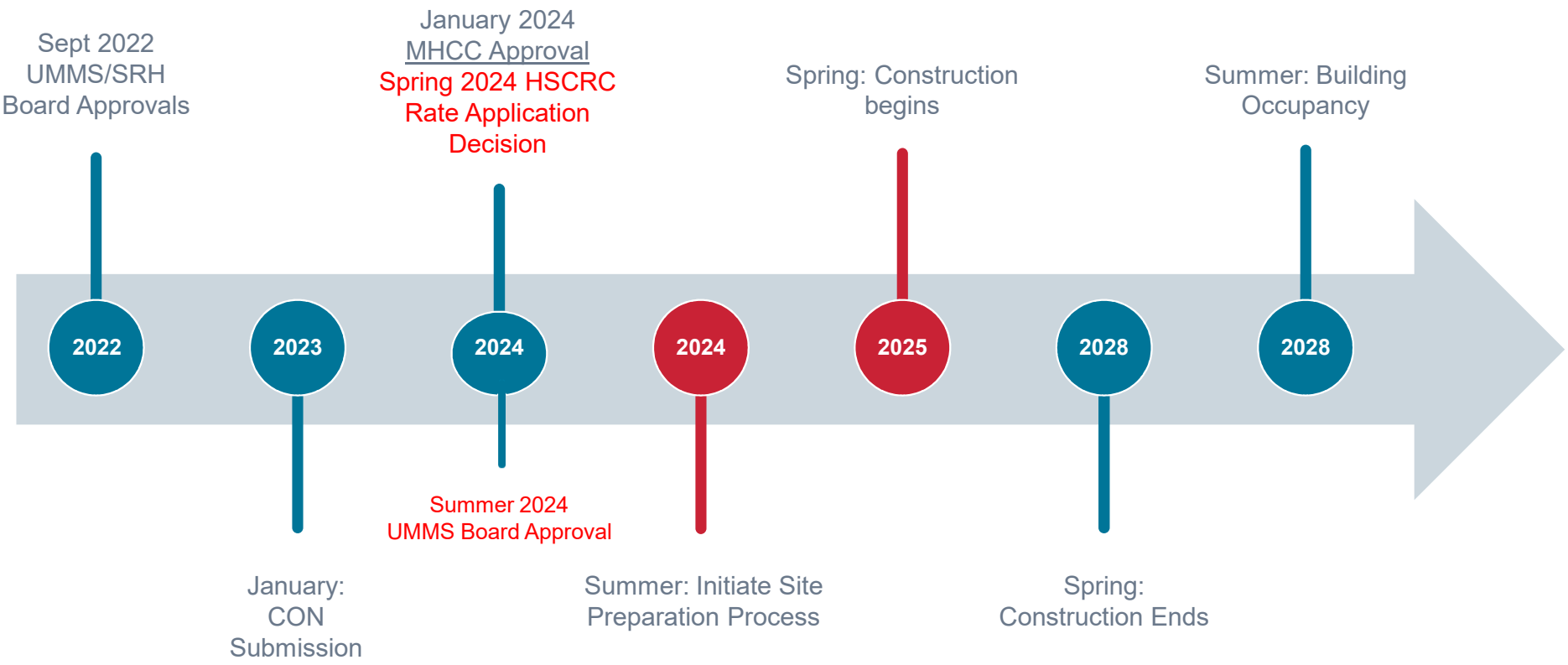
	Current Licensed Beds	Additional Beds	Total New Project
Medical Surgical General Admissions (MSGA)	62	12	74
ICU	10	2	12
Obstetric	13	(2)	11
Pediatric	3	(2)	1
Psychiatric	10	2	12
Subtotal Acute	**98**	**12**	**110**
Rehab (Acute Inpatient)	20	(8)	12
Subtotal Inpatient	**118**	**4**	**122**
Dedicated Observation	0	25	25
Total IP + OBV	**118**	**29**	**147**
Emergency Department	**27 private treatment rooms, 3 behavioral health rooms, 2 critical care rooms**		

Approvals Needed to Proceed with the RMC Project

Management is required to show progress with the following in advance of seeking UMMS board approval to proceed with the Easton RMC

- State Funding Commitment of $100M for the project – Budget vote by April 1, 2024
- ✓ Certificate of Need (CON) Approval from the Maryland Healthcare Commission (MHCC)
- Rate increase funding from the Maryland Health Service Cost Review Commission (HSCRC) – Anticipated May/June 2024
- Path to Raising $50M in Local Philanthropy – In Process

Easton RMC Project Timeline (Projected)



UM Shore Regional Medical Center

UM Shore Regional Medical Center

UM Shore Regional Medical Center

UM Shore Regional Medical Center

UM Shore Regional Medical Center

UM Shore Regional Medical Center

In Summary

- Transformational Care on Maryland's Mid-Shore has been occurring for the past 14 years at UM Shore Regional Health.
- Each of the Five Counties of the Mid-Shore have been true partners of Shore's for helping us establish our vision and execute our health care transformation efforts.
- Constructing the Shore Regional Medical Center will be the largest, most significant health care project on the mid-shore, and will be seen as the beacon for acute care services for decades to come
- With unwavering support from each of the five Mid-Shore counties and countless community partnerships, the University of Maryland Medical System and UM Shore Regional Health are leading the way with innovative, integrated solutions for our region
- Our Mid-Shore service delivery plan should serve as the model for rural healthcare across the country

Thank You!

Thank you for your unwavering support for

the University of Maryland Shore Regional Health!

Through our partnership, we are bringing our vision of high quality, patient-centered health care to life!

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
3/26/2024
County Commissioners Meeting

Item Summary:
FY2024 Unrestricted Budget Amendments #2 and #3

ATTACHMENTS:

Description

FY24_Unrestricted Budget Amendment #2&3_Approval Memo

Unrestricted Budget Amendment Spreadsheet_FY24_Amend #2 & #3

Kent County Public Schools

Growing a Community of Leaders

TO: County Commissioners of Kent County

FROM: Dr. Karen M. Couch, Superintendent and Alleesa Stewart, MBA – Supervisor of Finance

RE: Unrestricted Funds Budget Amendment #2 and #3 – FY 2024

DATE: March 26, 2024

PURPOSE

To request County Commissioners Approval of Budget Amendment #2 and #3 for Fiscal Year 2024 of Unrestricted Funds.

SUMMARY

Kent County Board of Education is utilizing MABE to assist in finding a new Superintendent for the District. Initially, the cost to search for a Superintendent was $20,000. It is now estimated that this cost will be $50,000. Therefore, an additional $30,000 needs to be reallocated to assist with the Superintendent search.

Funds will need to be reallocated from the Fixed Charges Category (Decrease by $50,000; $20,000 and $30,000 respectfully) to the Administration Category (Increase by $50,000; $20,000 and $30,000 respectfully) to cover this cost.

ACTION

KCPS Administration is requesting County Commissioners Approval for the Unrestricted Funds Budget Amendment #2 and #3 for Fiscal Year 2024.

5608 Boundary Avenue Rock Hall, MD 21661 410-778-1595 (f) 410-778-6193

Kent County Public Schools
Fiscal Year 2024
Budget Amendment #2 #3

Unrestricted Budget Amendment Spreadsheet - Fiscal Year 2024								
	Original Budget	**Amendment #1**	**Amendment #2**	**Amendment #3**	**Amendment**	**Amendment**	**Amendment**	**Total**
Unrestricted Revenue								
Local Appropriation	$19,654,557							$19,654,557
Non-Recurring Costs	$0							$0
Other	$336,760							$336,760
State Share Current Exp	$11,218,799	$46,473.00						$11,265,272
Federal	$0							$0
Fund Balance	$800,173							$800,173
Totals	**$32,010,289**	**$46,473**	**$0**	**$0**	**$0**	**$0**		**$32,056,762**
Unrestricted Expenditures								
Administration	$1,644,686	$18,073	$20,000	$30,000				$1,712,759
Mid-Level	$2,321,701							$2,321,701
Instructional Salary	$10,633,700							$10,633,700
Instructional Supply	$333,929							$333,929
Instructional Other	$642,792							$642,792
Special Education	$3,232,416	$28,400						$3,260,816

Kent County Public Schools
Fiscal Year 2024
Budget Amendment #2 #3

Pupil Personnel	$500,960							$500,960
Health Service	$764,802							$764,802
Transportation	$1,846,096							$1,846,096
Operations	$1,827,561							$1,827,561
Maintenance	$670,091							$670,091
Fixed Charges	$7,201,502		-$20,000	-$30,000				$7,151,502
Food Service Transfer	$0							$0
Capital Outlay	$131,760							$131,760
Total	**$31,751,996**	**$46,473**	**$0**	**$0**	**$0**	**$0**		**$31,798,469**

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
3/26/2024
County Commissioners Meeting

Item Summary:
FY2025 Non-Recurring Costs Request

ATTACHMENTS:

Description

03.26.24 Kent County Public Schools, FY2025 Nonrecurring Cost Requests, ADA Chair Lift Requirement at Henry Highland Garnet Elementary School

COMAR 13A.02.05.03A(2)(a)-(f)

FY 2025 Nonrecurring Cost Requests

Qualifying Non-recurring Cost Category (Use Drop Down Menu)	Object/Type (Use Drop Down Menu)	MSDE Category and Object*	Amount	Detailed Justification for Request including description of item, location, if applicable, and rationale for identifying item as a non-recurring cost.	Agree	Disagree
Other One Time Costs	Equipment	05-554	74,248.00	This year, a permanently disabled student enrolled at Henry Highland Garnet Elementary School who is unable to go up or down the stairs because she is confined to a wheelchair. HHGES does not have an elevator to meet ADA requirements to transport students who are disabled and cannot walk to manuever up and down the stairs. Purchasing the Stair Chair Lift will eliminate the ADA concern. This is a Non-Recurring Cost request because it will be a one-time purchase. KCPS will maintain the equipment moving forward.		
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					

***Please refer to the Financial Reporting Manual for Maryland Public Schools for this information.**

Certification of Mutual Agreement

The undersigned representive(s) from the local board of education and county/city government have mutually agreed that the items identified as Other One Time Costs and items checked as "agree" represent one-time expenditures and are therefore, jointly requesting that these costs be approved as nonrecurring costs to be excluded from the local appropriation for the maintenance of effort calculation for Fiscal Year 2025.

Dr. Karen M. Couch

Superintendent of Schools

Ronnie Stillman

President or Chairperson of the County/City Council or County Commissioners

LAB Revised 1-25-24

Bryan DiGregory, State's Attorney, and Hope Clark, Recidivism Reduction Project Manager, States Attorney Office
3/26/2024
County Commissioners Meeting

Item Summary:
Grant Writing Services Request

ATTACHMENTS:

Description

03.26.24 Glowing Hive Collaborative LLC, Proposal for Grant Writing Services, Kent County Comprehensive Recidivism Reduction Project, Bryan DiGregory, Kent County State's Attorney

Recidivism Reduction Project Summary

Glowing Hive Collaborative LLC
Maggie Thomas, MS
mjthomasog@gmail.com | 410.739.8910

Proposal for Grant Writing Services
Kent County Comprehensive Recidivism Reduction Project (RRP)

Glowing Hive Collaborative, LLC proposes to provide comprehensive grant writing services to support the Kent County Comprehensive Recidivism Reduction Project (RRP). The objective of the RRP is to enhance existing services and secure additional funding to extend the project's duration. We will seek funding from the Governor's Office of Crime Prevention, Youth, and Victim Services, specifically through its Performance Incentive Grant Fund (PIGF).

Research and Analysis

- Conduct thorough research on the funding priorities and requirements of the Performance Incentive Grant Fund.
- Analyze past successful grant applications and relevant documents to inform the development of the proposal.

Collaboration and Data Gathering

- Collaborate closely with the project team to gather necessary information, data, and insights regarding the RRP.
- Participate in meetings and discussions to ensure alignment between the grant proposal and the project's objectives.

Proposal Development

- Draft a compelling and persuasive grant proposal that effectively communicates the goals, objectives, and anticipated impact of the RRP.
- Ensure that the proposal addresses all the required components outlined by the grant funding agency.
- Incorporate evidence-based strategies and best practices to strengthen the proposal's credibility.

Revision and Feedback

- Provide timely revisions and edits to the grant proposal based on feedback from the project team and relevant stakeholders.
- Collaborate closely with the project team to address any concerns or suggestions for improvement.

Documentation Preparation

Assist in the preparation of any additional documentation required for the grant submission, such as budget justifications, letters of support, and organizational profiles.

Timeline

The proposed timeline for the project is from the day the contract is signed through April 19, 2024, which is the deadline for the grant submission. All tasks will be completed in accordance with this timeline to ensure timely submission.

Deliverables

A fully developed grant proposal that meets the requirements of the Performance Incentive Grant Fund and effectively communicates the objectives and strategies of the RRP.

Any additional documentation or materials required for the grant submission.

Budget

The total estimated hours for this project are no more than 40 hours, at an hourly rate of $150 per hour, resulting in a total cost not exceeding $6,000.00.

Project Terms

- A non-refundable deposit of 50% of the total project cost is due upon signing of the contract, with the remaining balance due upon completion of the project.
- Termination of the contract may occur with written notice in the event of a breach of contract or unforeseen circumstances.
- Upon full payment, all materials produced as part of this project will become the property of RRP.
- This Scope of Work outlines the tasks, timeline, and budget associated with our proposed grant writing services for the Kent County Comprehensive Recidivism Reduction Project. We are committed to delivering high-quality work that supports the RRP in securing funding for its vital initiatives.

X Ronnie Atkinson

Authorized Representative Date
Kent County Recidivism Reduction Project

X

Maggie Thomas Date
Owner, Glowing Hive Collaborative, LLC

Planning for Success

The Recidivism Reduction Project (RRP)

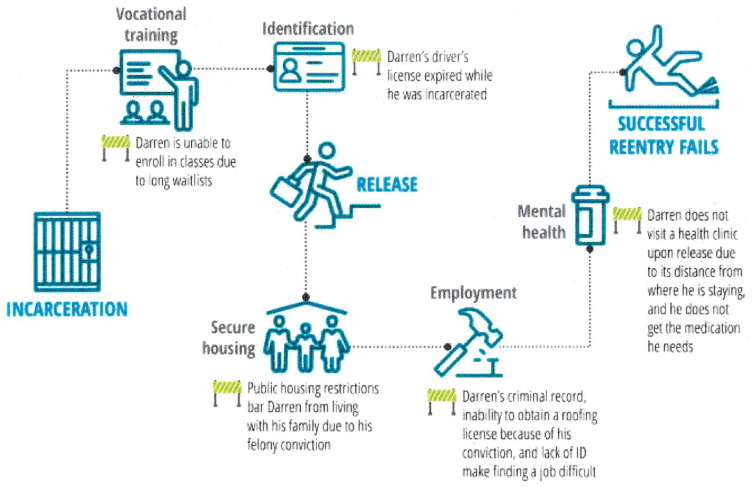
Provides support for those with pending charges who are referred to us by the office of the State's Attorney, and for those who are on probation/parole, who are incarcerated and upon release from incarceration. Through performing individual intakes, we collaboratively complete co-created goals with Participants.

Things we can work on:

1. Obtaining ID cards, Driver's License, and other Vital Records
2. Education – College, GED, Training, Apprenticeship
3. How to Find Work
4. Housing Support
5. Financial Literacy
6. Peer Support Workshops
7. One on One Therapy
8. Stress Management
9. Group Therapy

FIGURE 1

A recently released person typically faces hurdles at every stage of his journey back into society



Source: Deloitte analysis.

Deloitte Insights | deloitte.com/insights

Join RRP and Obtain Support to Free Yourself
Contact: Hope Clark, Project Manager, 410-810-2233
Christine Chisolm – Case Manager, 410-810-2218

Jim Miller, Director, Human Resources
3/26/2024
County Commissioners Meeting

Item Summary:
Kent Family Center - Child Development Teacher

ATTACHMENTS:

Description

HR Department Cover Sheet

Kent County
MARYLAND

Department of Human Resources

"Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD."

Kent County Department of Human Resources

Dan Mattson, Director, Public Works
3/26/2024
County Commissioners Meeting

Item Summary:
Roads Division
- FY2024 Surface Treatment Contract

Approval to piggyback on an existing competitively bid Howard County, Maryland Contract with American Paving Fabrics, Inc. to surface treat Club Rd, Club Terrace, Marina Starr Rd, Schooner Rd, Skipjack Rd, Spinnaker Rd, Owasso Rd, Bunting Rd, Crane Rd, Glenola Rd, Vireo Rd, Whye Rd, Wallace Woods Rd, Needam Rd, Hackett Rd, Boyer Ln, Barrett Farm Ln, Rileys Neck Rd, Olivet Hill Rd, Olivet Circle, East Beechwood Rd, West Beechwood Rd, Glen Rd, Turners Creek Rd, Green Point Rd, Walnut Point Rd, Lovers Ln(QN) & Walnut Tree Rd.

ATTACHMENTS:

Description

03.26.24 Contract, Between County Commissioners of Kent County and American Paving Fabrics, Inc., Install Chip Seal Patching and Paving Services in Accordance with Howard County Contract No. 4400004869

CONTRACT

THIS CONTRACT, made this 26th day of March 2024, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and American Paving Fabrics, Inc., hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to provide/install Chip Seal Patching and Paving Services to Kent County Roads Division, in accordance with the Howard County, Maryland Contract Number 4400004869.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through June 30, 2024. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein an estimated Three hundred thirty thousand seven hundred sixty-six dollars ($330,766) in conformity with Contract No.: 4400004869.

6. The contract documents include the following:
   a. American Paving Fabrics, Inc. Letter
   b. Howard County, Maryland Contract No. 4400004869

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard

to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey S. Cox 3/26/24

Delia L. Martin-Monaghan

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: Ronnie Wilson
President of the Kent County Commissioners

AMERICAN PAVING FABRICS, INC

By:

President
Title

52-1810889
Employer Identification Number

AMERICAN Paving Fabrics Inc.

Paving Fabric & Surface Treatment Specialist

03/07/2024

Mr. Daniel Bitter, Division Chief
Kent County Road Divisions
709 Morgnec Road, STE 103
Chestertown, MD 21620

Reference: Piggyback Howard County

Mr. Bitter,

American Paving Fabrics, Inc. approves Kent County piggybacking our existing contract with Howard County Contract# 4400004869. We agree to a contract price of $2.25 per square yard. This service includes CRS2L emulsion and the application of #7 or #8 stone (depending on the County's request), traffic control, and road sweeping before the tar and chip application.

Should you require anything additional, please let me know.

Thank you,

Kevin McGrath

President

6910 O'Conner Road ★ Hanover, Md 21076 ★ Office (410) 379-2209 ★ Fax (410) 796-0272

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Service Contract	
Contract Number:	4400004869
Vendor Number:	1100280
Date:	07/27/2023
Contract Term:	09/01/2023 to 08/31/2024
Header Target:	$1,000,000.00
Ceiling Value:	$6,000,000.00 Over 6 Years
Buyer:	Michael V. Decker, CPPB
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	mdecker@howardcountymd.gov

AMERICAN PAVING FABRICS INC
6910 O'CONNOR ROAD
HANOVER MD 21076
USA

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:
Invitation for Bid 2023-48 and Agreement PA-001-2024, Chip Seal Patching & Paving Services

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 09/01/2023 to 08/31/2024 with 5 one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Kevin McGrath, 410-379-2209, Selina@americanpavingfabrics.com
Agency Contact: Dennis Ward, 410-313-7458, dward@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
1	91395	Mobilization		
		Price(Contract/Bid)	1 EA	39,000.00 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, mobilization

2	91395	Maintenance of Traffic		
		Price(Contract/Bid)	1 DAY	2,500.00 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, maintenance of traffic

3	91395	Chip Seal Installation and Material		
		Price(Contract/Bid)	1 YD2	2.25 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, chip seal installation and material

4	91395	20' Computerized Chip Spreader, Rental		
		Price(Contract/Bid)	1 MON	8,663.75 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, 20 foot Computerized Chip Spreader Rental

5	91395	Rubber Tire/Double Drum Steel Roll Rent		
		Price(Contract/Bid)	1 MON	5,865.75 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, Rubber Tire/Double Drum Steel Roller Rental

6	91395	Asphalt Distributor with Operator		

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	187.75 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, Asphalt Distributor, Computerized, 20 ft. bar, with Operator

7	91395	Defined Scope		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Chip seal and patching services. Paving and resurfacing services, street and pathway, Defined Scope.

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
a. Contractor#s name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor#s authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer **Authorized Signature**

Dan Mattson, Director, Public Works
3/26/2024
County Commissioners Meeting

Item Summary:
Water and Wastewater Division
- Potable Water Tank Inspection and Related Engineering Support Services Contract

ATTACHMENTS:

Description

03.26.24 Potable Water Tank Inspection and Related Engineering Support Services Contract, Between County Commissioners of Kent County and Mumford-Bjorkman Associates, Inc., Proposal No. 24WWPWT10724

POTABLE WATER TANK INSPECTION AND RELATED ENGINEERING SUPPORT SERVICES CONTRACT

BETWEEN COUNTY & CONTRACTOR

This Contract, made this 26th day of March 2024, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and Mumford-Bjorkman Associates, Inc. (MBA), hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall perform all duties and responsibilities as described and outlined in the original Request for Proposal # WW 24-03 documents (see Exhibit A), but for a portion of the locations described. Only Bid Item Number 1, identified as the Kent County-owned Tanks (six locations), and Bid Item Number 3, identified as the Town of Millington-owned Tank (one location), shall be included in this Contract. Bid Item Number 2, identified as the Town of Galena-owned Tanks, shall <u>not</u> be part of this Contract.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars ($2,000,000.00) for the duration of the Contract term.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall begin work covered by the Request for Proposal # WW 24-03 documents (see Exhibit A), as represented throughout this Contract, immediately following the date of receipt and acknowledgement of the Notice to Proceed letter. Work shall be completed within ninety (90) calendar days following the date of receipt of the Notice to Proceed letter.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work stated in Section 1, subject to additions or deletions provided herein, a total of Twenty-Five Thousand Dollars ($25,000), in accordance with the pricing as quoted in the Contractor's Proposal (see Exhibit B).

6. INVOICING PROCEDURES. CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in

compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned.

Please note that all invoices generated for the Kent County-owned Tanks (which includes services performed at Worton, Butlertown, Fairlee, Georgetown, Edesville, and Kennedyville) are to be submitted electronically to Sallie Watson at the Kent County Department of Water and Wastewater at swatson@kentgov.org . All invoices generated for services performed at the Town of Millington-owned Tank are to be submitted electronically to Jo Manning at the Town of Millington Office at townadmin@millingtonmd.us, and simultaneously copied (Cc'd) to Sallie Watson (swatson@kentgov.org). All additional details regarding services for which to itemize on an invoice can be found in the original Request for Proposal document of reference throughout this Contract.

7. CONTRACT EXTENSION. This Contract shall not be permitted term extensions unless determined upon the mutual agreement and approval of both OWNER and CONTRACTOR.

8. The Contract Documents include the following:
   A. Exhibit A Request for Proposal Documents (which includes the County General Terms & Conditions).
   B. Exhibit B Contractor's Proposal.

9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents (see Exhibit A), as further defined within Section 6.

10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.

11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Please proceed to the next page of this Contract for the Signature Execution Section. >>>

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

Lacey J. Cox 3/26/24

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: _____
President
Kent County Commissioner's Office

WITNESS/ATTEST

_____
Malynda Orr

MUMFORD-BJORKMAN ASSOCIATES, INC.
(CONTRACTOR)

By: _____
Andrew D. Mumford

Vice President
Title

51-0297810
Employer Identification Number (EIN)

Scott Boone, Director, Information Technology
3/26/2024
County Commissioners Meeting

Item Summary:
Security Awareness Training

ATTACHMENTS:

Description

Security Awareness Cover Page

SHI Quote for Security Awareness Training

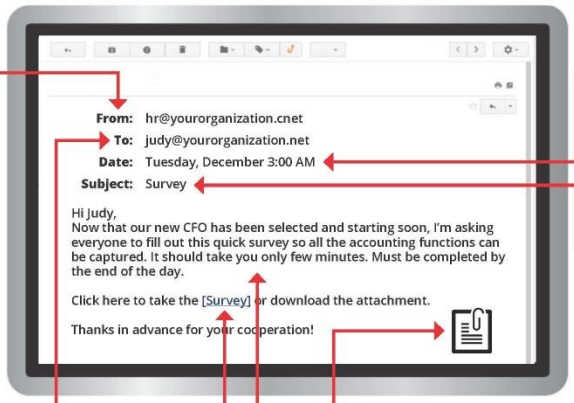
Kent County MARYLAND

Department of Information Technology

Social Engineering Red Flags

FROM

- I don't recognize the sender's email address as someone **I ordinarily communicate with**.
- This email is from **someone outside my organization and it's not related to my job responsibilities**.
- This email was sent from **someone inside the organization** or from a customer, vendor, or partner and is **very unusual or out of character**.
- Is the sender's email address from a **suspicious domain** (like micorsoft-support.com)?
- **I don't know the sender personally** and they **were not vouched for** by someone I trust.
- **I don't have a business relationship** nor any past communications with the sender.
- This is an **unexpected or unusual email** with an **embedded hyperlink or an attachment** from someone I haven't communicated with recently.



DATE

- Did I receive an email that I normally would get during regular business hours, but it was **sent at an unusual time** like 3 a.m.?

SUBJECT

- Did I get an email with a subject line that is **irrelevant** or **does not match** the message content?
- Is the email message a reply to something **I never sent or requested**?

TO

- I was cc'd on an email sent to one or more people, but **I don't personally know** the other people it was sent to.
- I received an email that was also sent to an **unusual mix of people**. For instance, it might be sent to a random group of people at my organization whose last names start with the same letter, or a whole list of unrelated addresses.

ATTACHMENTS

- The sender included an email attachment that **I was not expecting** or that **makes no sense** in relation to the email message. (This sender doesn't ordinarily send me this type of attachment.)
- I see an attachment with a possibly **dangerous file type**.

HYPERLINKS

- I hover my mouse over a hyperlink that's displayed in the email message, but the **link-to address is for a different website**. (This is a **big** red flag.)
- I received an email that only has **long hyperlinks with no further information**, and the rest of the email is completely blank.
- I received an email with a **hyperlink that is a misspelling** of a known website. For instance, www.bankofarnerica.com — the "m" is really two characters — "r" and "n."

CONTENT

- Is the sender asking me to click on a link or open an attachment to **avoid a negative consequence** or to **gain something of value**?
- Is the email **out of the ordinary**, or does it have **bad grammar** or **spelling errors**?
- Is the sender asking me to click a link or open up an attachment that **seems odd** or **illogical**?
- Do I have an **uncomfortable gut feeling** about the sender's request to open an attachment or click a link?
- Is the email asking me to look at a **compromising or embarrassing picture** of myself or someone I know?

Pricing Proposal
Quotation #: 24417837
Created On: 1/25/2024
Valid Until: 3/29/2024

MD-County of Kent Government

April Bitter
400 High St.
Chestertown, MD 21620
United States
Phone: (410) 778-5315
Fax:
Email: abitter@kentgov.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	[redacted] Security Awareness Training Subscription Platinum [redacted] - Part#: KMSATP-N-C39-G Contract Name: Commercial Off-The-Shelf Software (COTS) Contract #: 060B2490021 Coverage Term: 4/19/2024 – 7/18/2027 **Note:** 39 month term aligning to July 2027 fiscal year. Net120	250	$63.18	$43.90	$10,975.00
				Total	$10,975.00

Additional Comments

[redacted] has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Scott Boone, Director, Information Technology
3/26/2024
County Commissioners Meeting

Item Summary:
Security Enhancements Contracts

ATTACHMENTS:

Description

03.26.24 Atlantic Security, Inc., Proposal for Installation of a Complete Camera System for 400 High Street, Government Building

03.26.24 Atlantic Security, Inc., Proposal for Installation of a Complete Commercial Panic Button Security System for 400 High Street, Government Building

ATLANTIC
SECURITY INC.
944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620
410-778-6112 • 800-252-7622
www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Government Building
400 High St
Chestertown, MD 21620

ATTN: Scott Boone
JOB NAME: Camera System
JOB SITE: Offices

TEL: 410-778-5315 ***Email:*** sboone@kentgov.org ***Salesman:*** Dan Wagner ***DATE:*** 2/22/2024

Proposal for the installation of a Complete Camera System:

A. One [1] 16-channel, 10-terabyte Network Video Recorder.

B. One [1] new 1000 VA Uninterruptable Power Supply.

C. Eleven [11] Ultra high-definition 8 Megapixel cameras to be installed in existing locations.

D. Price contingent on existing cabling being used for new system.

E. Customer to provide 110-volt outlet *(not GFI)* in vicinity of the digital video recording equipment.

F. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.

G. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged *(time & material)* under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.

H. Atlantic Security, Inc. does not represent or warrant that Owner`s System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner`s property or the property of others located in Owner`s premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which Owner`s System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner`s System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage,

irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability *(including attorney's fees)* and claims brought by parties other than the parties hereto, regardless of cause.

I. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the sum of:

$8,995.00 [Eight Thousand Nine Hundred Ninety-five and 00/100 Dollars

(Total payment based on selection of available options.)

- **This is an outright purchase of equipment.**
- **PAYMENT TERMS:** 50% DUE WITH ACCEPTANCE OF PROPOSAL; BALANCE DUE NET15 FROM DATE OF ATLANTIC SECURITY, INC. INVOICE. ANY OTHER FORMS OF INVOICING AND/OR PAYMENT ARRANGEMENTS MUST BE SUBMITTED BY CLIENT IN WRITING AND APPROVED BY ATLANTIC SECURITY, INC. PRIOR TO COMMENCEMENT OF JOB DESCRIBED HEREIN.
- **PLEASE NOTE: Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.**
- Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- This proposal is valid for thirty [30] days from the proposal date.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:

Ronnie Fithian 3/26/24

Signature/Date

Ronnie Fithian

PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner

PRINTED NAME

ATLANTIC

SECURITY INC.

944 Washington Avenue / PO Box 214 Chestertown MD 21620
410-778-6112 / info@atlanticsecurityinc.com

CHANGE ORDER REQUEST SUMMARY

PROJECT NAME			
LOCATION OF WORK			
PROJECT MANAGER		EMAIL	
REQUESTING PARTY		DATE OF REQUEST	

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

All work detailed in this change order shall be appropriately charged *(time & material)* under prevailing rates unless otherwise specified in writing and agreed to by both parties. If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

CUSTOMER SIGNATORY *SIGNATURE*		ATLANTIC SECURITY, INC. *SIGNATURE*	
NAME & TITLE		NAME & TITLE	
DATE		DATE	

ATLANTIC
SECURITY INC.
944 Washington Ave. • P.O. Box 214 • Chestertown, MD 21620
410-778-6112 • 800-252-7622
www.atlanticsecurityinc.com • info@atlanticsecurityinc.com

SUBMITTED TO: Kent County Government Building
400 High St
Chestertown, MD 21620

ATTN: Scott Boone
JOB NAME: Panic Button Security System
JOB SITE: Offices

TEL: 410-778-5315 ***Email:*** sboone@kentgov.org ***Salesman:*** Dan Wagner ***DATE:*** 3/6/2024

Proposal for the installation of a Complete Commercial Panic Button Security System:

A. One [1] *(Honeywell)* main control processing unit [CPU] with Cellular communicator.

B. One [1] English display keypad.

C. Twenty-two [22] commercial panic buttons.

D. Upon activation of the system, a specific and unique signal shall be sent to a U.L. Listed Central Station, which shall notify the applicable governmental authority *(Fire Department, Police Department, etc.)* and, in turn, will notify a designated responsible person. *(Back-up persons may also be listed.)*

E. The systems shall be provided with a rechargeable stand-by battery back-up and shall be automatically maintained at full charge. In the event a low-battery condition should develop, a separate specific and unique signal shall be sent to the U. L. Listed Central Station for dispatch to investigate condition.

F. Customer to provide 110 volt outlet *(not GFI)* in vicinity of main control panel unit.

G. The system or equipment installed under this Proposal is guaranteed to be free from defects in material and workmanship for a period of one [1] year from the date of completion. Atlantic Security, Inc. shall not be obligated to warranty, repair or replace equipment which has been furnished or repaired by others, abused, altered or otherwise misused or damaged in any way.

H. There are no provisions within this Proposal for any necessary additional work that may be caused by change orders, unscheduled site visits, damages to wiring etc., and/or failure of scheduled progress notification. Additionally, delays or complications arising from weather, strikes, floods, riots, or acts of God, changes to the scope of the work proposed, method of installation or unforeseen complications, whether caused by existing or new construction or unforeseen site conditions are not covered in the scope of this proposal. Any such work shall be appropriately charged *(time & material)* under prevailing rates following the issuance of a change order to be authorized by both parties in advance of any such work being performed.

I. Atlantic Security, Inc. does not represent or warrant that Owner`s System cannot be circumvented or compromised or that it will in all cases provide protection from the hazards that it is designed to detect or avert. It is understood that Atlantic Security, Inc. is not an insurer, that insurance, if any, shall be obtained by Owner and that the amounts payable to Atlantic Security, Inc. hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Owner`s property or the property of others located in Owner`s premises. Owner does not intend or expect that this proposal will provide for full liability of Atlantic Security, Inc. and agrees that Atlantic Security, Inc. shall be exempt from any liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which

Owner`s System is designed to detect or avert. However, Owner agrees that if Atlantic Security, Inc. should be found liable for loss or damage due to a failure of Owner`s System in any respect, Atlantic Security, Inc. liability shall be limited to a sum equal to fifty percent [50%] of the Annual Charge or Two Hundred Fifty Dollars [$250.00] whichever is greater. The provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this proposal or from negligence, active or otherwise, of Atlantic Security, Inc., its agents or employees. Owner will indemnify and hold Atlantic Security, Inc. harmless from and against any and all liability *(including attorney's fees)* and claims brought by parties other than the parties hereto, regardless of cause.

J. Upon completion of installation a demonstration of the system and all pertinent information will be provided. Atlantic Security, Inc. requires that any persons directly or indirectly related to the operation of the system must be present for this demonstration. Failure to do so may result in the scheduling of an additional service call to the premises which shall be billed accordingly.

Atlantic Security, Inc. proposes to furnish material and labor, and to complete in accordance with above specifications, for the base price of:

$4,895.00 [Four Thousand Eight Hundred Ninety-five and No/100 Dollars]

(Total payment based on selection of available options.)

- **This is an outright purchase of equipment.**
- Price contingent upon **1-year** Monitoring Contract.
- **PAYMENT TERMS:** 50% DUE WITH ACCEPTANCE OF PROPOSAL; BALANCE DUE NET15 FROM DATE OF ATLANTIC SECURITY, INC. INVOICE. ANY OTHER FORMS OF INVOICING AND/OR PAYMENT ARRANGEMENTS MUST BE SUBMITTED BY CLIENT IN WRITING AND APPROVED BY ATLANTIC SECURITY, INC. PRIOR TO COMMENCEMENT OF JOB DESCRIBED HEREIN.
- **PLEASE NOTE: Atlantic Security, Inc. must be in receipt of all deposit monies and signed proposal prior to the scheduling and/or commencement of the job described herein.**
- Fees for local and/or county permits that may be required will be added to the total cost of this proposal.
- This proposal is valid for thirty [30] days from the proposal date.

CELLULAR MONITORING - 1-YEAR CONTRACT

Agreement for Monitoring service is for a period of one [1] year. The Monitoring Service Agreement shall be executed in full at the completion of the installation. The monitoring fee shown below shall be at a fixed rate and will not increase throughout the duration of the 1-year term. At the conclusion of the 1-year term monitoring fees may be subject to change without prior notification. Thereafter this Agreement shall be automatically renewable annually. After the completion of the 1-year term, this Agreement may be terminated by either party in writing at least 30 days prior to the automatic renewal. Customer may incur additional buy-out fees if the 1-year term is not satisfied. For more details, a copy of the Monitoring Agreement may be obtained in advance by contacting our office.

24-Hour U.L. Listed Central Station Monitoring, Fire/Burglary, AC failure and Low battery @**$34.00**/month, invoiced and payable annually* in advance:

Taxes to be waived with proof of nontaxable status

Monitoring.....$408.00

- **Monitoring Service** with Central Station will be invoiced within 30 days of completion of equipment installation.
- Note: It is the customer's responsibility to provide & maintain an active internet connection for monitoring service.
- U.L. 827 Watchman, Fire Alarm & Supervisory Services ***(U.L. Listed may be a requirement to receive credits from your insurance underwriter.)***

PLEASE NOTE - Calls to monitoring station are not hidden in your monthly long distance telephone service. We employ the use of an 800 number for incoming alarm calls, and calls to the Central Station for questions/alarm tests.

*Other billing increments such as semi-annually, quarterly or monthly may incur an additional installment surcharge fee.

If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

SIGNATURE REQUIRED BELOW TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS PROPOSAL:

Ronnie Fithian 3/26/24
Signature/Date

Ronnie Fithian
PRINTED NAME

Atlantic Security Representative/Date

Dan Wagner
PRINTED NAME

ATLANTIC

SECURITY INC.

944 Washington Avenue / PO Box 214 Chestertown MD 21620
410-778-6112 / info@atlanticsecurityinc.com

CHANGE ORDER REQUEST SUMMARY

PROJECT NAME			
LOCATION OF WORK			
PROJECT MANAGER		EMAIL	
REQUESTING PARTY		DATE OF REQUEST	

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGES NEEDED	
REASON FOR CHANGE	
NOTES	

All work detailed in this change order shall be appropriately charged *(time & material)* under prevailing rates unless otherwise specified in writing and agreed to by both parties. If Client is in default for failure to make payments as required, Atlantic Security, Inc. shall be permitted to recover interest at the rate of 24% per annum, plus all costs of collection, including attorney's fees. Client agrees that any such proceedings will be held in Kent County, Maryland.

CUSTOMER SIGNATORY *SIGNATURE*		ATLANTIC SECURITY, INC. *SIGNATURE*	
NAME & TITLE		NAME & TITLE	
DATE		DATE	

Scott Boone, Director, Information Technology
3/26/2024
County Commissioners Meeting

Item Summary:
Kent County Fairgrounds Extension of Internet Service

ATTACHMENTS:

Description

Fairgrounds Cover

Kent County
MARYLAND

Department of Information Technology

Bill Mackey, Director, Planning, Housing and Zoning
3/26/2024
County Commissioners Meeting

Item Summary:
Fair Housing Month Proclamation

ATTACHMENTS:

Description

03.26.24 Proclamation, Fair Housing Month

Kent County, Maryland

Proclamation

FAIR HOUSING MONTH

APRIL 2024

WHEREAS, Kent County maintains that no person shall be discriminated against in terms of housing based on race, religion, color, creed, ancestry, handicap, or disability, use of guide dogs because of blindness or deafness of the user, age, sex, or national origin; and

WHEREAS, Kent County Comprehensive Plan promotes equal opportunity for housing; and

WHEREAS, The Commissioners of Kent County, Maryland ensure that the principles of "Fair Housing" are implemented through the County's projects and programs; and

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim April 2024, as *"***Fair Housing Month***"* in Kent County, and encourage each citizen in Kent County to be conscientious of "Fair Housing" throughout the year, so that Kent County may serve as a model of "Fair Housing"; and

BE IT FURTHER RESOLVED that the County Commissioners of Kent County respectfully ask Betterton, Chestertown, Galena, Millington, and Rock Hall to enact similar proclamations, so that all of Kent County can join both the State and the Federal Government in recognizing April 2024, as "**Fair Housing Month**."

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

March 26, 2024

Bill Mackey, Director, Planning, Housing and Zoning
3/26/2024
County Commissioners Meeting

Item Summary:
Kent County sends a letter to the Secretary of the Maryland Department of Transportation each year outlining the County's transportation priorities.

Pursuant to the 2018 Comprehensive Plan, which identifies the Chester River Second Bridge Crossing project as a strategy on page 100, stating "Strategy: Support and encourage the construction of the Chester River Boulevard," the second bridge crossing is included in each year's Priority Letter. This year's Letter is nearly identical to last year's letter.

An item for sidewalks from Kent County High School to Butlertown has been added at the request of the Planning Commission. An item for culvert pipes at the former Millington Elementary School has been added at the request of the Town. The US 301 Toll Diversion item was edited for length.

Staff recommends approval.

ATTACHMENTS:

Description

03.26.24 The Honorable Paul J. Wiedefeld, Secretary, Maryland Department of Transportation, Kent County 2024 Transportation Priority Letter

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

March 26, 2024

The Honorable Paul J. Wiedefeld
Secretary, Maryland Department of Transportation
P.O. Box 548
7201 Corporate Center Drive
Hanover, MD 21706

RE: Kent County 2024 Transportation Priority Letter

Dear Secretary Wiedefeld:

We would like to thank the staff of the Maryland Department of Transportation for its continued cooperation and support in meeting the transportation needs of the County. The County would like to reaffirm its continued opposition to any proposal for a north Bay Bridge crossing with a terminus in Kent County. The County's position in this regard is based on its long-standing Comprehensive Plan strategies dating back to 1974 and its affiliated Land Use designations.

In cooperation with the local municipalities in Kent County, Maryland, the Board of County Commissioners presents the following priority listing of transportation projects for your consideration.

•• Construction, Engineering, and Project Planning Priorities

- Chester River Bridge Crossing – aka Chester River Boulevard (This project has been entered in the MDOT Chapter 30 Portal.)

•• US 301 Toll Diversion Coordination Actions in coordination with Cecil County, Maryland

•• Streetscape Priorities

Betterton

- Re-stamping of crosswalk at intersection of Main Street and 6th Avenue

Butlertown, Worton and Still Pond

- MD 298, 297, and 292 – sidewalks, drainage improvements, and traffic calming
- Sidewalks to connect Kent County High School with Butlertown neighborhood

Chestertown

- The safety and speed recommendations of the 2015 Chestertown Community Task Force Report: Issues and Recommendations Regarding State Roads (completed under the assistance of the SHA District 2 office)
- Speed awareness and recording devices (permanent) on MD 213
- Pedestrian sidewalk connections on Washington Avenue (MD 213) and Morgnec Road (MD 291)

- Safe pedestrian crosswalk connection on MD 291 at Haacke Drive for pedestrians and bikers going to and from the Chestertown YMCA and the nearby shopping centers

Galena

- Repave Rt. 290 E from traffic light in the center of town to Fire House entrance. Numerous potholes and blisters in pavement
- Drainage improvements needed in the vicinity of 145 N. Main St. on the east and west side of the street
- Extension of sidewalks along Rt. 290 E from Town Hall to the Firehouse and entrance of the Olivet Hill Community
- Construction of a safe walk/bike trail along 213 N from the Town to Toal Park and Georgetown to improve pedestrian/bicyclist safety

Millington

- Speed safety concern along Galena Sassafras Road; decrease speed limit entering Town
- Inspection and necessary repairs to the small bridge on the east edge of Town
- Repair storm drain retaining wall that has collapsed on Sassafras Street
- Replace culvert pipes at the entrances to 172 Sassafras Street (formerly the Millington Elementary School)

Rock Hall

- Pedestrian crosswalk at Judefind Ave to Williams Ave across Rock Hall Ave (MD 20)
- Install four-way stop signs at Main Street (MD 445) and E Sharp St / W Sharp St, and open the intersection up for better visibility (move power line poles and trees)
- widen the intersection of MD 445 and entrance of Chesapeake Ave
- Drainage improvements in the vicinity of MD 20 and Beach Road
- Pothole repairs needed on Liberty St, Chesapeake Ave, E / W Sharp St
- Repaint all crosswalk lines

•• Trail and Pedestrian Priorities

- Sidewalks and pedestrian walkways along Flatland Road
- Engineering and design for pedestrian and bicycling connections on Quaker Neck Road in order to facilitate safe crossings between the Chestertown waterfront and downtown areas, to include the Rail Trail
- MD 289 to Radcliffe Creek bike/pedestrian improvements for connections to water trail
- Rock Hall Trail System and sidewalk expansion around the waterfront:
  Rock Hall sidewalk - biking Bayside Ave
  Rock Hall sidewalk - biking Chesapeake Ave
  Rock Hall sidewalk - biking Lawton Ave
- Addition of bike lanes during resurfacing projects

Thank you for your consideration of these transportation priorities in Kent County. We look forward to working cooperatively with the Maryland Department of Transportation on the planning and implementation of these important local transportation improvements.

Sincerely,

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President | Albert H. Nickerson., Member | John F. Price, Member

Cc: Danielle Hornberger, County Executive, Cecil County, Maryland
Shelley L. Heller, County Administrator, Kent County, Maryland
Dan Mattson, P.E., C.F.M., C.M.E., Director of Public Works
William A. Mackey, AICP, DPHZ Director

Procedures For Public Comment
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

03.26.24 Public Comments Sign In Sheet

Office of The County Commissioners

Press and Public Comments

Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet 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 of County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org

PUBLIC COMMENTS
SIGN IN SHEET
March 26, 2024

NAME **(please print)**	ADDRESS	TOPIC
James Saunders		
Mike Wahl		

ADDITIONAL SPACES PROVIDED ON BACK SIDE, PLEASE FLIP OVER.

Dr. Karen Couch, Superintendent, Kent County Public Schools
3/26/2024
County Commissioners Meeting

Item Summary:
Kent County Middle School

ATTACHMENTS:

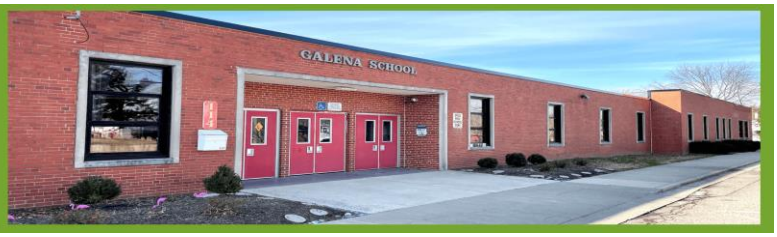
Description

Kent County Public Schools Cover Sheet

03.26.24 Alex Donahue, Executuve Director, Interagency Commission on School FY2025 CIP Request for Planning Approval Increase of GAB

KENT COUNTY PUBLIC SCHOOLS

"Growing a Community of Leaders"



COPY

Kent County Board of Education

Growing a Community of Leaders

Dr. Karen M. Couch
Office of the Superintendent

March 8, 2024

Mr. Alex Donahue
Executive Director
Interagency Commission on School Construction
351 W. Camden Street, Suite 701
Baltimore, MD 21201
alex.donahue@maryland.gov

Re: Kent County Middle School: FY 2025 CIP Request for Planning Approval: Increase of GAB

Dear Mr. Donahue:

We request the Interagency Commission on School Construction (IAC) to adjust the gross area baseline (GAB) for the replacement of the Kent County Middle School, in accordance with COMAR 14.39.02.06.E(2). Kent County Middle School is in urgent need of replacement. A recently submitted Feasibility Study by Crabtree Rohrbaugh Architects (CRA) outlines the deficiencies of the facility in considerable detail; they include the number and size of the instructional and support spaces, a circulation pattern that is exceptionally difficult to supervise and imposes inefficient class changes, a near-complete absence of Americans with Disabilities Act (ADA) accommodations for disabled individuals, a building envelope that is not energy efficient, and building systems that are well beyond their useful life and present a substantial maintenance and operating cost burden.

The FY 2025 Capital Improvement Program submission for approval of Planning shows a seventh year enrollment of 505 students, inclusive of the 5th grade. Of these students, it is currently estimated that 20 will be special education students. This results in a calculation of 74,675 eligible square feet by the IAC, including cooperative use space for a Community Health Center (Attachment 2). However, the conceptual plan developed by CRA for replacement on the current site in Chestertown, Maryland shows a building size of 88,250 SF (Attachment 1). The conceptual plan is based closely on the Educational Specification approved by the Board of Education in April 2023. The gap between the State-eligible square footage and the real spatial needs of the school is 13,575 square feet.

RECEIVED
MAR 14 2024
By SMB

5608 Boundary Avenue Rock Hall, MD 21661 410-778-7113 (f) 410-778-2350

The Educational Specification and Concept Design

The Educational Specification, which supports the Kent County Middle School team-teaching approach, is very economical in the spaces that it allocates directly to the educational program and to support spaces. Every space was discussed thoroughly, and we believe that the program represents the minimum that is needed to support the middle school instructional program at a standard comparable to that of other school systems in Maryland:

- The proposed space summary for KCMS aligns well with the norms and practices of other middle schools in Maryland school systems. The sizes of individual instructional and support spaces were developed from study of five recently designed and constructed Maryland middle schools:
  - Carroll County Public Schools - Westminster East Middle.
  - Cecil County Public Schools - North East Middle School
  - Dorchester County Public Schools - North Dorchester Middle School
  - Queen Anne's County Public Schools - Stevensville Middle School
  - Queen Anne's County Public Schools - Sudlersville Middle School
- The Educational Specification projected a net-to-gross efficiency of 70%; the conceptual plan has an efficiency of 69%.
- The concept plan is very efficient:
  - It does not include any over-sized circulation or support spaces.
  - The Hybrid Collaboration Space of 745 nsf will be an essential feature of each grade-level Learning Team cluster, serving both for instruction and as a focus of identification for each Team. The KCMS teaching approach requires two science classrooms for each grade, but it was determined through discussion that one of these can be "science lite", a space that does not require the full complement of furniture and equipment that is found in a typical middle school science laboratory.

    This space was conceptualized as both a classroom for science and a collaboration space that would support a variety of team-teaching activities: project-based learning, inter-disciplinary and possibly inter-grade level sessions, guest speakers, small group instruction for students with special needs, and individualized instruction. Moreover, in the event of a recurrence of conditions like the pandemic of 2020-2021, a space of this type can provide for the social distancing that will allow instruction to continue.
  - In addition to these grade-level instructional spaces, the educational specification provides for teacher planning spaces that are altogether lacking in the current building, as well as a number of special education spaces that can serve both the growing special education population and for other purposes such as parent meetings, small group instruction, and small conferences, when not in use for special education.

- Only one space is potentially not needed in the school, the General Music/Choral classroom of 1,200 nsf. While it would be highly desirable to offer this program to middle school students (who currently wait until high school for choral instruction), the staffing budget does not support two music instructors at this time. Because of uncertainty as to whether this position will be available when the project is procured in the spring of 2025, it is likely that this space will be treated as an add-alternate for purposes of design.

Hypothetical Middle School Schedule and Utilization of Spaces

We believe that the GAB for the proposed KCMS facility should be increased to 173.27 SF/student. In support of this claim, a hypothetical program has been developed by the middle school principal. In this schedule scenario, the school day will be divided into seven instructional periods and an AM and PM Homeroom period, as shown below. There will be two lunch periods, one for the 5th and 6th grade students together and one for the 7th and 8th grade students together. Grade level students will be separated by age for almost all classes, with a few exceptions such as band or chorus. Attachment 4 shows how the spaces are envisioned to be used during each period of a typical school day.

Kent County Middle School: Hypothetical schedule and room usage

Percentages in cells show the approximate utilization of each grade-level instructional cluster.

COLOR KEY:	
TS fully occupied	
TS partially occupied	
Lunch period	
Not occupied	

ABBREVIATIONS:	
TS	Teaching station
UA	Unified Arts
HR	Home Room
PE	Physical Education

	INSTRUCTIONAL PERIODS	AM HR	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	PM HR
			7:40 9:00	9:02 10:12	10:14 11:24	11:25 11:55	11:56 12:36	12:37 1:06	1:08 2:18	
		20 min.	80 min.	70 min.	70 min.	30 min.	40 min.	30 min.	70 min.	5 min.
INSTRUCTIONAL CLUSTERS	5th Core TSs	85%	85%	38%	38%	0%	85%		85%	85%
	6th Core TSs	85%	85%	38%	38%	0%	85%		85%	85%
	7th Core TSs	85%	85%	85%	85%	38%		0%	38%	85%
	8th Core TSs	85%	85%	85%	85%	38%		0%	38%	85%
	UA/PE TSs			5th/6th	5th/6th	7th/8th			7th/8th	
	Cafeteria					5th/6th lunch		7th/8th lunch		

Each grade-level Learning Team cluster has seven teaching stations (TS):

- Five (5) regular classrooms for Core subjects
- One (1) Science classroom
- One (1) Hybrid Collaboration space to support "science lite" or project-based learning, small group instruction, etc.

Each grade level Learning Team cluster therefore has a State Rated Capacity of 149 (7 teaching stations X 25 X 85%). Each grade level will have approximately 126 to 127 students.

The chart shows that the each of the grade-level Learning Team clusters will be:

- Fully occupied for three 70- or 80-minute periods of each day, resulting in a utilization of approximately 85% of the available capacity during each period.
- Partially occupied during two 70-minute periods, resulting in a utilization of approximately 38% of the available capacity during each period. During these periods approximately half of the students in each grade level will be in the Core Teaching Stations and half will be in the Unified Arts or Physical Education spaces; and
- Will be vacant for one 30-minute period of the day while the students are at lunch.

Taken together, the grade-level Learning Team clusters (without Homeroom) will be utilized at approximately 70% of capacity:

- Daily occupancy for 6 periods: Approximately 622 students (allowing one period/day for lunch):
  - 4 periods at full capacity: 4 x 127 = 508.
  - 2 periods at partial capacity: 2 x 57 = 114.
- Capacity for 6 periods: 893 (allowing one period/day for planning): 7 TS x 25 x .85 x 6 periods.
- Total Utilization: Approximately 70% (without AM and PM Homeroom periods)

With Homeroom periods, the utilization will be at approximately 74% of capacity:

- Daily occupancy for 8 periods: Approximately 876 students (allowing one period/day for lunch):
  - 6 periods at full capacity: 4 x 127 = 762.
  - 2 periods at partial capacity: 2 x 57 = 114
- Capacity for 8 periods: 1,190 (allowing one period/day for planning): 7 TS x 25 x .85 x 8 periods.
- Total Utilization: Approximately 74% (with AM and PM Homeroom periods)

The chart also shows that the Unified Arts and Physical Education clusters will be occupied for four 70-minute periods and will be vacant for one 80-minute period and one 30-minute lunch period.

While the actual schedule will be developed during the fall of 2026 in preparation for the 2027 opening, this schedule is believed to be realistic and meets the instructional requirements of the school. It shows that the spaces will be highly utilized throughout the typical school day, with the following notes:

- With core instructional spaces at each grade level empty of students for only one period of each day for teacher planning, there will be little opportunity for these spaces to be used for small group or single-student instruction. As a result, a heavy level of utilization will be placed on the smaller resource rooms and on the Hybrid Collaboration Space to support these activities.

- As the only middle school in Kent County, KCMS must provide the full range of instructional and support services that students in the early adolescent years require. The needs may vary considerably from year to year, or even within a single school year. Consequently, the small spaces will provide the flexibility to serve multiple functions, depending on the specific needs of the student population. For example, a small resource room could also serve for parent conferences or for itinerant instructors, and a conference room could serve for small group instruction. The technology present in all rooms will support the level of flexibility that is required.

Increase of GAB

The analysis above shows that the instructional spaces in the replacement Kent County Middle School will be used efficiently. The Learning Team clusters will be used at approximately 74% efficiency. The Physical Education and Unified Arts spaces are required by the educational program, and they align with the spaces offered in other middle schools throughout the State. Only one space, the Choral Music Room, may be superfluous to the program based on staffing, and unless that issue is resolved early, the school system will approach it by way of an add alternate in design and bidding.

We therefore request that this project be allocated a gross area baseline (GAB) amount that corresponds to the actual educational and support needs of the students. There is a financial urgency to this request. In order to carry out the project, it will be essential to increase the State funding participation to a level that allows the local Board of County Commissioners to fund their share. To this end, the Board is seeking approval of legislation in the current session of the General Assembly to increase the State funding participation (SB 110/HB 365). The Board is also studying grant opportunities, including the Maryland Energy Administration Decarbonizing Schools Program and several programs through the U. S. Department of Energy. We also anticipate that the project will be eligible for at least one percentage add-on through COMAR 14.39.02.05.E.

However, a crucial aspect of the funding lies in the variance between the square footage needed to support the middle school educational program and the square footage that is eligible for funding through the formulas of the IAC. Currently, the eligible gross square footage is 74,675 gsf (73,925 gsf school, 750 gsf community health center), which at current costs translates to a total State funding level of $20,500,000 (Attachment 2). If the facility were funded at the GAB requested, the State funding would be $24,228,000, an increase of $3,728,000 (Attachment 3). While this increase by itself will not make the project affordable to the local funding entity, in combination with the other measures being pursued it will not only make the project affordable, it will provide sufficient funds for the inevitable unforeseen contingencies (including construction cost escalation) and will ensure that the school receives a full complement of new furniture, furnishings and equipment.

Kent County Middle School is the only middle school in the county, and the county has not had a new or fully renovated school since Kent County High School was built in 1971 and Kent County Middle School was renovated in 1976. Other than targeted renovations at the high school, the replacement of Kent County Middle School will be the last major

project undertaken by the Board of Education and the County Government for several decades to come, and it will ensure an equitable, efficient, and supportive educational environment for middle school students in Kent County. We therefore request the IAC to support State funding based at a GAB of 173.27 SF/student. We will be happy to provide additional information to support this request.

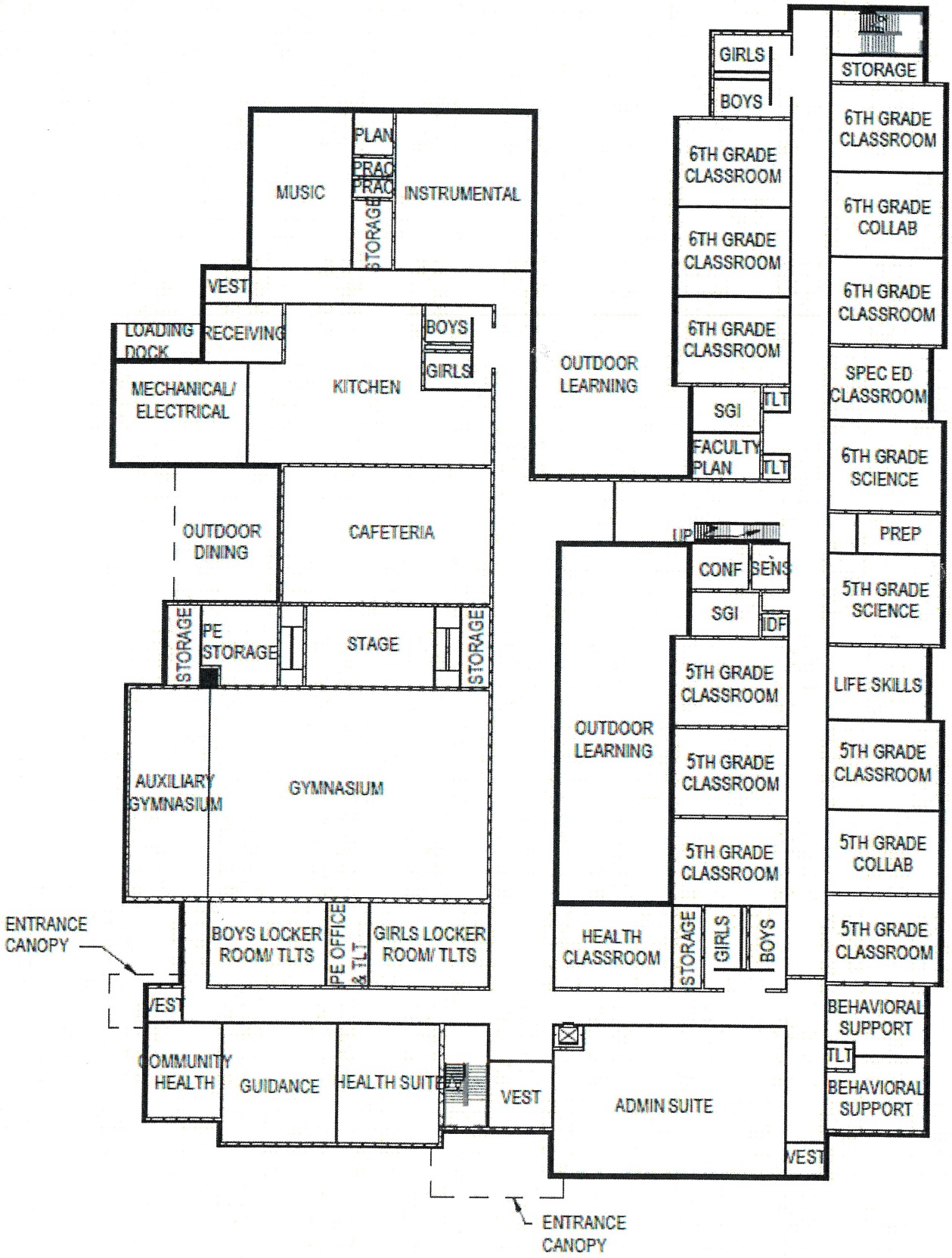
Sincerely,

Karen M. Couch

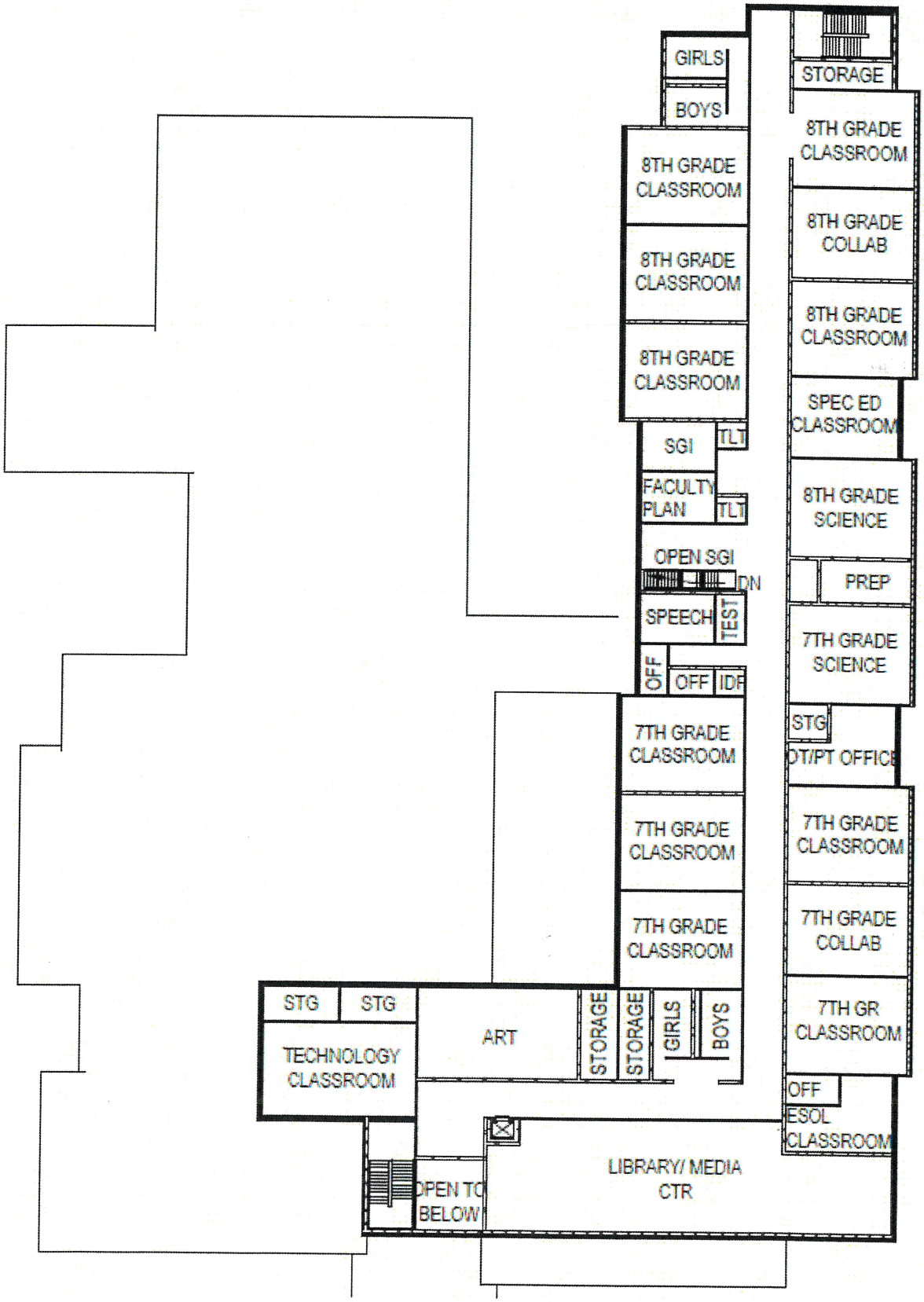
Karen M. Couch, Ed.D
Superintendent of Schools

cc: Mr. Joseph Goetz, President, Board of Education
Mr. Ronald H. Fithian, President, Board of County Commissioners
Mr. Kreigh Kirby, Accountant
Dr. David Lever, Educational Facilities Planning LLC

Attachment 1:
Kent County Middle School Concept Plan – Ground Floor
Crabtree Rohrbaugh Architects, Spring 2023



Attachment 1:
Kent County Middle School Concept Plan – Second Floor
Crabtree Rohrbaugh Architects, Spring 2023



Attachment 2:
Kent County Middle School – Computational Worksheet
Eligible Square Footage: 74,675 gsf
Maximum State Construction Allocation: $20,500,000

IAC

STATE OF MARYLAND - CAPITAL IMPROVEMENT PROGRAM / BUILT TO LEARN
COMPUTATION SUPPLEMENTAL WORKSHEET FOR ESTIMATING THE STATE ALLOCATION FOR FY 2024
(Amounts rounded to the nearest 1,000)

PSC No.:	14.003	School_Name	Priority # 1	Design
Project Type:	Project Type	Kent County Middle	CIP and/ or BTL *	CIP

GROSS AREA BASELINE in GSF

Educ. Type	Elligible Enrollment*		GSF per student**		Total GSF
Elementary	#N/A	x	0	=	#N/A
Middle	505	x	145.00	=	73,225
High	#N/A	x	0	=	#N/A
Special ED Elem		x	0	=	0
Special ED Middle	20	x	35.00	=	700
Special ED High		x	0	=	0
CTE		x	0	=	0
					73,925

Construction Cost

* The project will be funded with both BTL and CIP funds.

State Share
50%

GSF Above GAB *

To be completed by IAC staff.

Existing Facility GSF	
Demolition of Existing GSF	
Revised Existing Facility GSF	-
Eligible New GSF	73,925

ADDITION

New GSF	73,925	x	404.00	29,866,000		14,933,000
GSF Above GAB Per Statute		x	404.00			
Cooperative-Use Space (GSF)	750	x	404.00	303,000		152,000
Site Development		x	19%	5,732,000		2,866,000
Design Cost		x	10%	3,590,000		1,795,000
Furniture and Fixtures		x	5%	1,508,000		754,000
				40,999,000		20,500,000

Only applicable for BTL Projects in which the LEA's State/Local cost share is greater than or equal to 50%. To be completed by IAC staff.

RENOVATION

Age of Structure	Construction Year	GSF to be Renovated		Cost per GSF		Percentage to be Covered		Cost
40 & older			x	404.00	x	100%	=	
31-39			x	404.00	x	85%	=	
26-30			x	404.00	x	75%	=	
21-25			x	404.00	x	65%	=	
16-20			x	404.00	x	50%	=	
0-15			x	404.00	x		=	

Overwrite formula for Limited Renovation project with the construction cost.

Cooperative-Use Space (GSF)		x	404.00		
Site Development			5%		
Design Cost			10%		
Furniture, Fixtures and Equipment			5%		

Enter previous State funded project and FY.

TOTAL COST	40,999,000	20,500,000
Less Prior State Funds for Related Projects		
MAXIMUM STATE CONSTRUCTION ALLOCATION		20,500,000
Less CIP Allocations for the Project	Date Approved: Fiscal Year: 1900	
ADJUSTED MAXIMUM STATE CONSTRUCTION ALLOCATION		
Less CIP Allocations for the Project	Date Approved: Fiscal Year: 1900	
Less other State funding program allocations for the project	Date Approved: Fiscal Year: 1900	
BALANCE		20,500,000

Additional Notes: The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.

Existing facility is 78785 sf. Project consists of an addition of 73925 sf and renovation of 0 sf

Date Planning Approved:
Date Revised:

Attachment 3:

Kent County Middle School – Computational Worksheet

Concept Plan Square Footage: 88,250 gsf

Maximum State Construction Allocation: $24,228,000

IAC

STATE OF MARYLAND - CAPITAL IMPROVEMENT PROGRAM / BUILT TO LEARN

COMPUTATION SUPPLEMENTAL WORKSHEET FOR ESTIMATING THE STATE ALLOCATION FOR FY 2024

(Amounts rounded to the nearest 1,000)

PSC No.:	14.003	School_Name	Priority # 1	Design
Project Type:	Project Type	Kent County Middle	CIP and/ or BTL *	CIP

GROSS AREA BASELINE in GSF

Educ. Type	Eligible Enrollment*		GSF per student**		Total GSF
Elementary	#N/A	x	0	=	#N/A
Middle	505	x	145.00	=	73,225
High	#N/A	x	0	=	#N/A
Special ED Elem		x	0	=	0
Special ED Middle	20	x	35.00	=	700
Special ED High		x	0	=	0
CTE		x	0	=	0
					73,925

Construction Cost

* The project will be funded with both BTL and CIP funds.

State Share 50%

GSF Above GAB *

To be completed by IAC staff.

Existing Facility GSF	
Demolition of Existing GSF	
Revised Existing Facility GSF	-
Eligible New GSF	73,925

ADDITION

New GSF	87,500	x	404.00	35,350,000	17,675,000
GSF Above GAB Per Statute		x	404.00		
Cooperative-Use Space (GSF)	750	x	404.00	303,000	152,000
Site Development		x	19%	6,774,000	3,387,000
Design Cost		x	10%	4,243,000	2,122,000
Furniture and Fixtures		x	5%	1,783,000	892,000
				48,453,000	24,228,000

Only applicable for BTL Projects in which the LEA's State/Local cost share is greater than or equal to 50%. To be completed by IAC staff.

RENOVATION

Age of Structure	Construction Year	GSF to be Renovated		Cost per GSF		Percentage to be Covered		Cost
40 & older			x	404.00	x	100%	=	
31-39			x	404.00	x	85%	=	
26-30			x	404.00	x	75%	=	
21-25			x	404.00	x	65%	=	
16-20			x	404.00	x	50%	=	
0-15			x	404.00	x		=	

Overwrite formula for Limited Renovation project with the construction cost.

Cooperative-Use Space (GSF)		x	404.00		
Site Development			5%		
Design Cost			10%		
Furniture, Fixtures and Equipment			5%		

Enter previous State funded project and FY.

TOTAL COST	48,453,000	24,228,000
Less Prior State Funds for Related Projects		
MAXIMUM STATE CONSTRUCTION ALLOCATION		24,228,000
Less CIP Allocations for the Project	Date Approved:	Fiscal Year: 1900
ADJUSTED MAXIMUM STATE CONSTRUCTION ALLOCATION		
Less CIP Allocations for the Project	Date Approved:	Fiscal Year: 1900
Less other State funding program allocations for the project	Date Approved:	Fiscal Year: 1900
BALANCE		24,228,000

Additional Notes: The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.

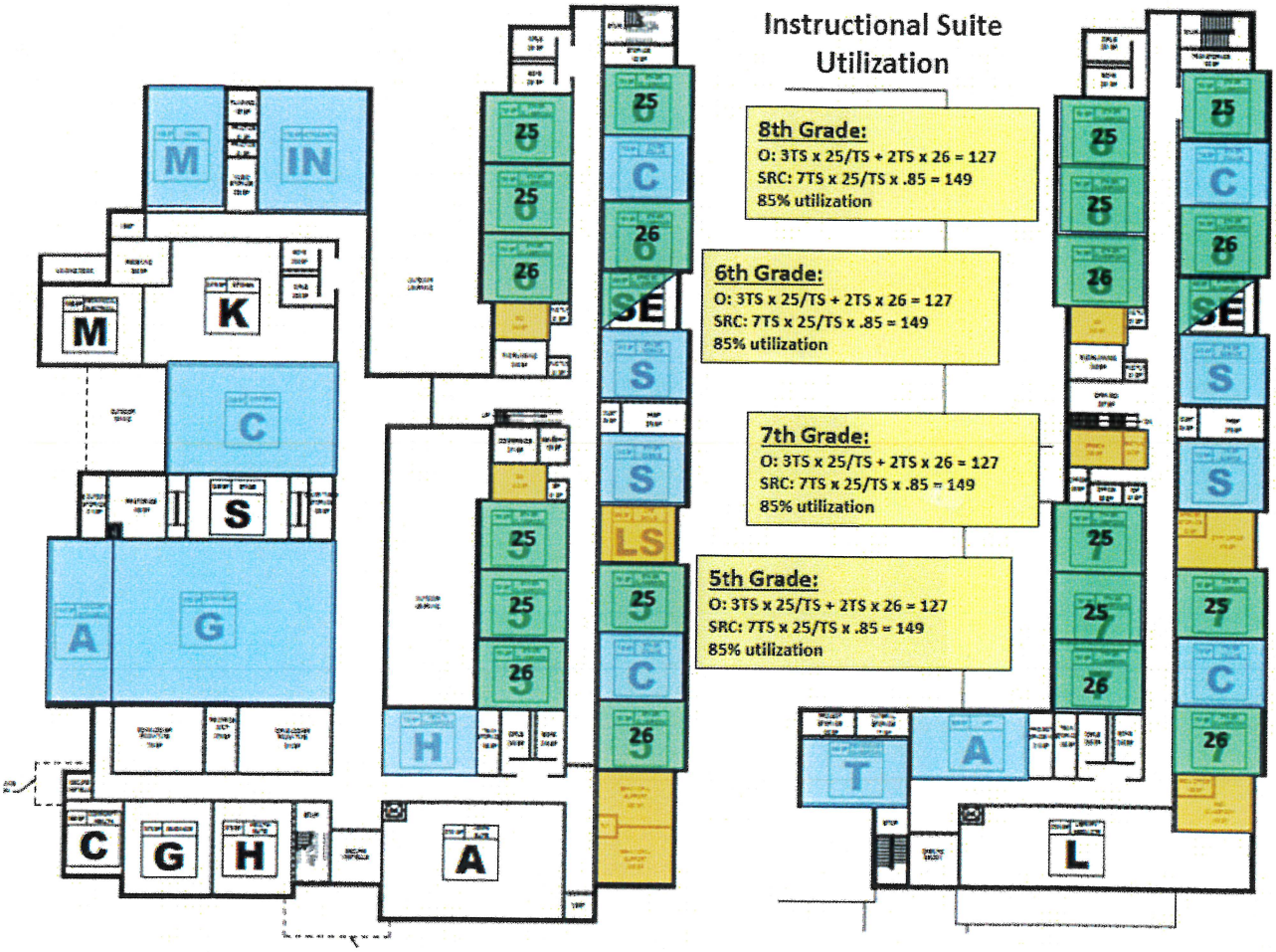
Date Planning Approved:

Date Revised:

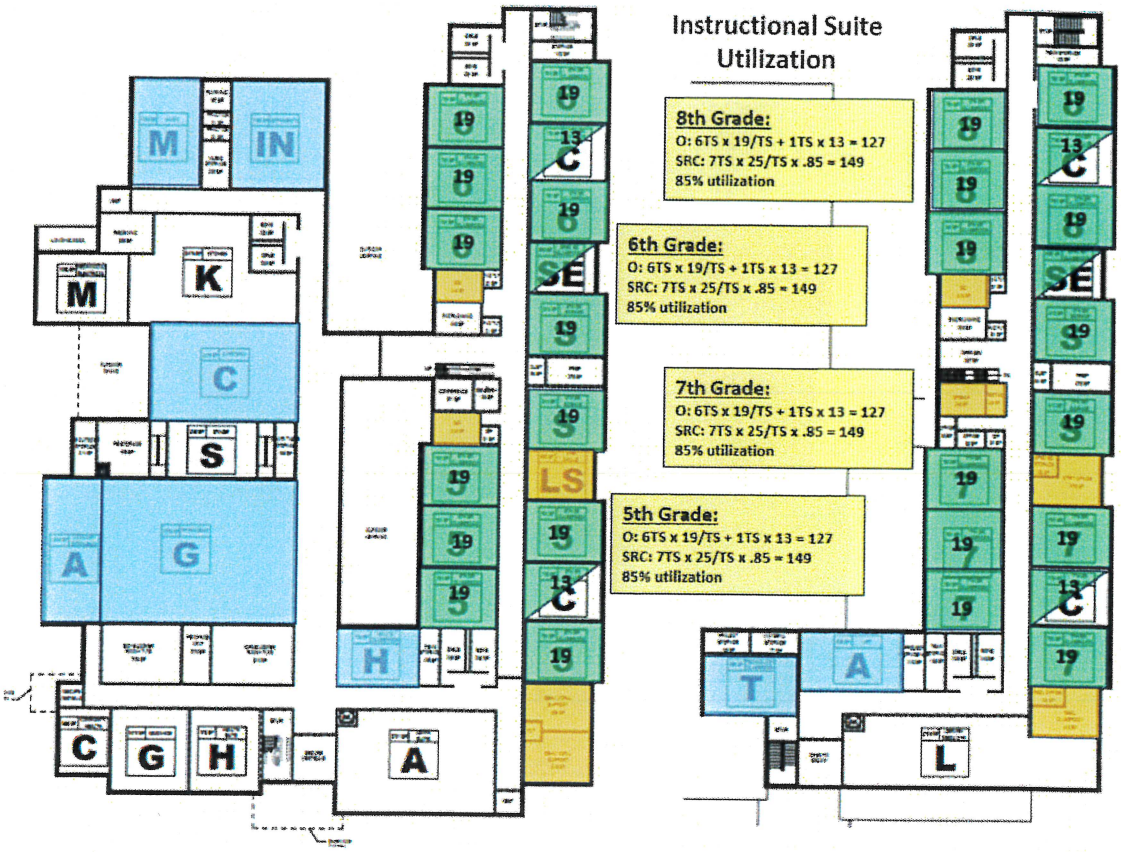
Existing facility is 78785 sf. Project consists of an addition of 87500 sf and renovation of 0 sf

Attachment 4:

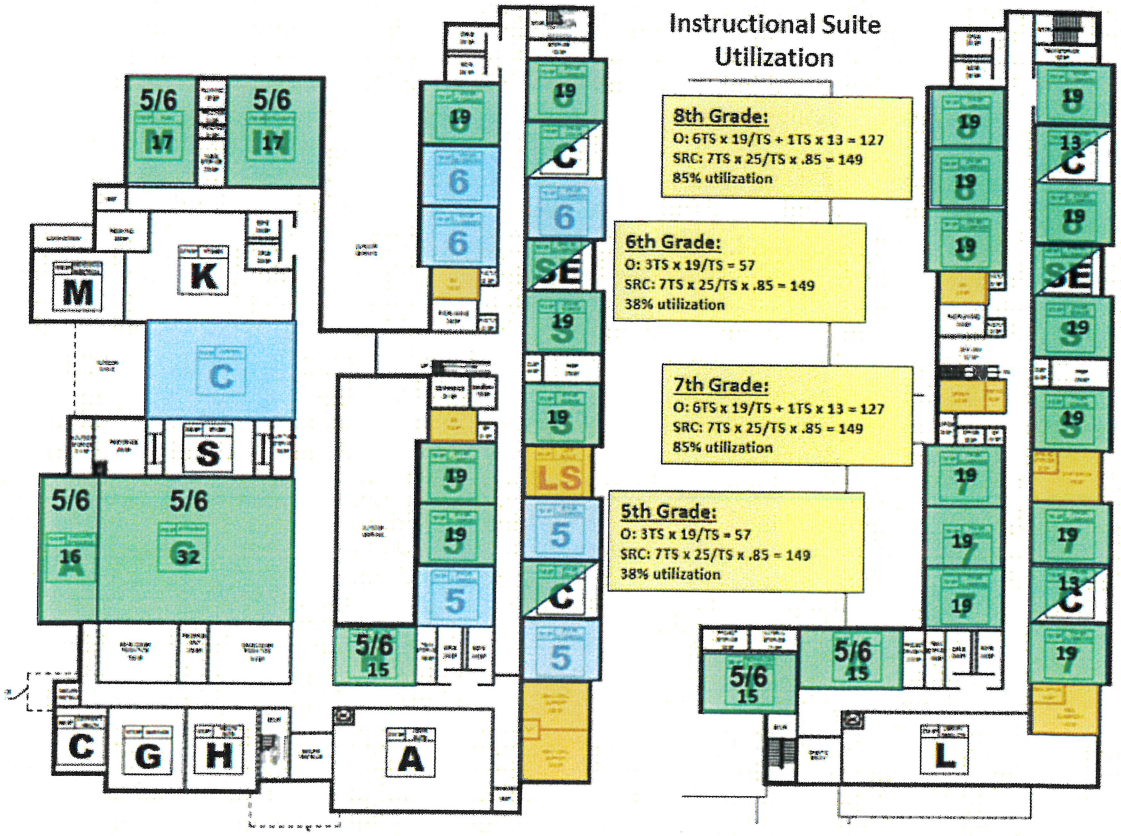
Attachment 4:
Kent County Middle School – Hypothetical Space Utilization Diagrams
AM Homeroom/Breakfast: 7:25 – 7:40



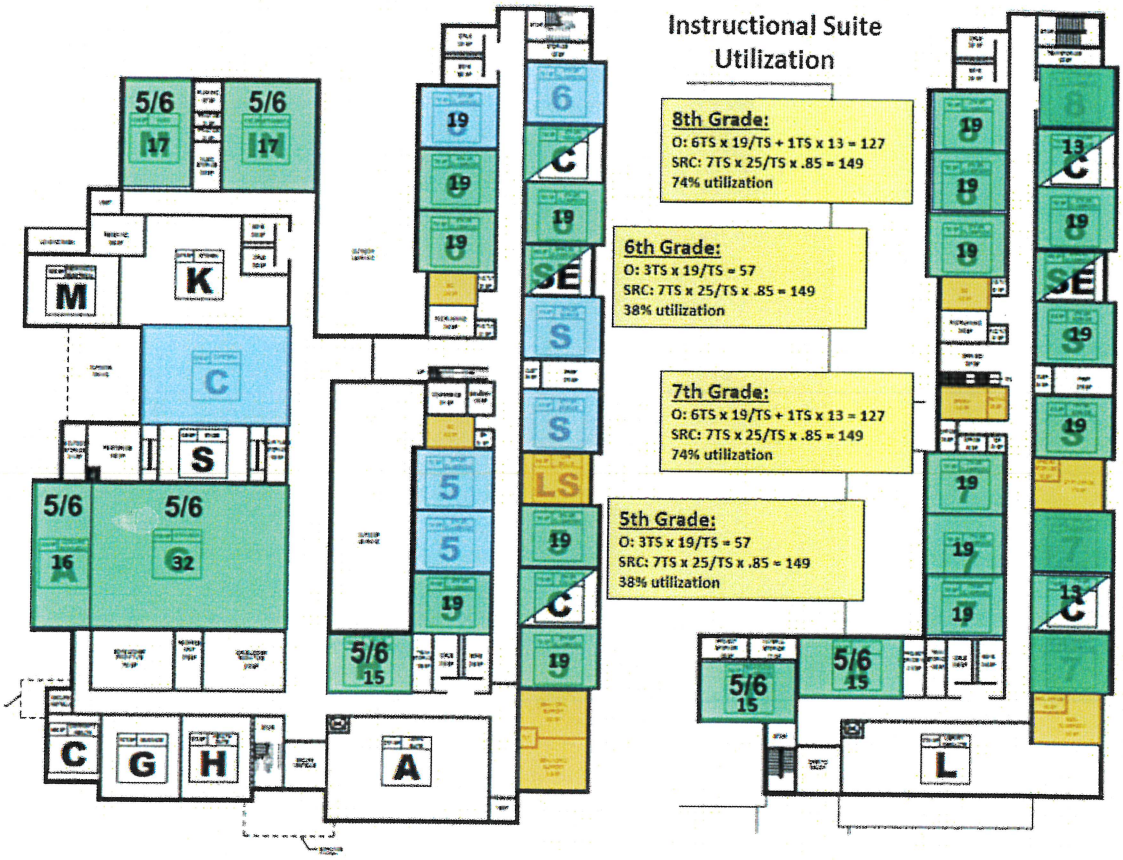
Attachment 4:
Kent County Middle School – Hypothetical Space Utilization Diagrams
1st Period: 7:40 – 9:00



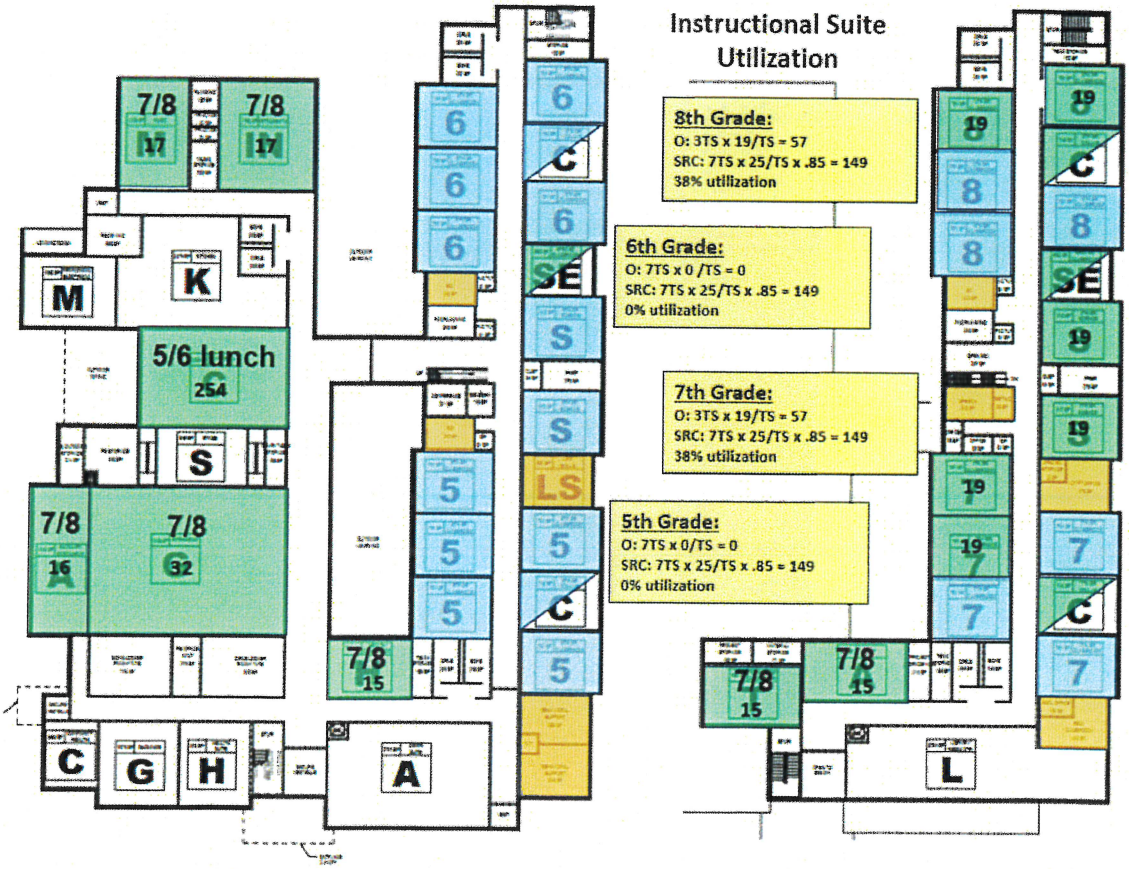
2nd Period: 9:02 – 10:12



Attachment 4:
Kent County Middle School – Hypothetical Space Utilization Diagrams
3rd Period: 10:14 – 11:24



4th Period: 11:25 – 11:55



Jacob R. Day, Secretary, Maryland Department of Housing and Community Development
3/26/2024
County Commissioners Meeting

Item Summary:
Letter of Support

ATTACHMENTS:

Description

03.26.24 Jacob R. Day, Secretary, Maryland Department of Housing and Community Development, Letter of Support, Millington Senior Village

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
JULIA GLANZ
Deputy Secretary

25 March 2024

Ronald H. Fithian, President
Kent County Commissioners
400 High Street
Chestertown, MD 21620

RE: MILLINGTON SENIOR VILLAGE

Dear Commissioner Fithian:

This letter is provided to you to demonstrate the Maryland Department of Housing and Community Development's full support for the Millington Senior Village development. As a part of our broader efforts to close and complete projects that entered the application pipeline during and preceding the COVID-19 pandemic and which have not been completed since as a result of construction cost and interest rate increases.

The Department appreciates the vital importance of this project to the citizens and businesses of Kent County and the Town of Millington specifically, and the importance of rural affordable housing generally. Per our phone call on 3/15, and the follow-up from Mr. Hodgetts of Home Partnership (developer), I can confirm that the Department will do everything necessary to move this project to the finish line.

Assistant Secretary Gregory Hare who oversees the Community Development Administration, and his staff, have confirmed a plan to get the project to closing in the next 12 months. That means that in the next 4 months Home Partnership must finish the design process and in the next 8 months the horizontal construction (infrastructure) should be underway. While we must still close a $2.3 Million gap, Assistant Secretary Hare and I have identified a variety of sources including federal HOME, CDBG and state Rental Housing Production funds we will use to do that. I am willing to commit these State and federal resources to make this happen. It also means that this project will receive more than will be made available to virtually any other project in the State.

Further, I understand the Commissioners will vote whether to commit the $1.6 Million funding to the Millington project at its next public meeting of March 26th. Home Partnership has indicated its willingness to work on this project so together, I believe, we can get this project to the finish line. Please also allow me to express how important the County's commitment is – and how significant that commitment is to convincing us to commit extra funds to this project. Local governments (including the Town of Millington and Kent County) that invest in affordable housing with their resources are those which should receive the benefit of State support – and through this project, you shall.

Millington Senior Village will provide well-designed, energy efficient homes to seniors looking for affordable options in Kent County. This project will be one citizens of our great state will be proud of for generations. Please let me know if you have any questions.

Sincerely,

Jacob R. Day
Secretary

American Rescue Plan Act (ARPA) Funds Spend Plan
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

3-19-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
3/19/2024

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		*Deferred*			
Kennedyville Pump Station #2 Construction		*Deferred*			
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		$ 3,446,637		$ 3,176,637	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ 320,140		$ 590,140	

Contingency and Use of Fund Balance Report
3/26/2024
County Commissioners Meeting

ATTACHMENTS:

Description

3-19-2024 Commissioner Report Contingency

FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
March 19, 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
3/5/24	Information Systems	2,365	Replacement of security cameras at the County Government Center
3/5/24	Information Systems	5,303	Upgraded and additional panic buttons at the County Government Center
TOTAL		**$ 155,104**	
BEGINNING CONTINGENCY BUDGET		**$ 400,000**	
ENDING CONTINGENCY BALANCE		**$ 244,896**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
10/31/2023	General Services	23,848	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
2/13/2024	County Commissioners	10,000	Greenwill Conslting Group, LLC - Government relation services
TOTAL		**$ 128,225**	

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.

Bill Mackey, Director, Planning, Housing and Zoning
3/26/2024
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.